



Notice is hereby given according to State Statutes that the VILLAGE BOARD of the Village of Hobart will meet on Tuesday December 19<sup>th</sup> 2023 at 6:00 P.M. at the Hobart Village Office. NOTICE OF POSTING: Posted this 15<sup>th</sup> day of December, 2023 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village website.

## **MEETING NOTICE – VILLAGE BOARD (Regular) (Amended)**

Date/Time: Tuesday December 19<sup>th</sup> 2023 (6:00 P.M.)

Location: Village Office, 2990 South Pine Tree Road

### **ROUTINE ITEMS TO BE ACTED UPON:**

1. Call to order/Roll Call.
2. Certification of the open meeting law agenda requirements and approval of the agenda
3. Pledge of Allegiance

### **4. PUBLIC HEARINGS**

**\* 5. CONSENT AGENDA (These items may be approved on a single motion and vote due to their routine nature or previous discussion. Please indicate to the Board President if you would prefer separate discussion and action.)**

**A. Payment of Invoices (Page 3); B. VILLAGE BOARD: Minutes of December 5<sup>th</sup> 2023 (Regular) (Page 8); C. APPOINTMENT – Board members and Committee assignments; D. APPROVAL – 2024-25 Election Inspector Appointments (Page 10); E. APPOINTMENT – Larry Potter to the Hobart-Lawrence Police Commission, replacing Melissa Tanke (for a term ending May 1<sup>st</sup> 2027); F. APPOINTMENT – David Charles Bainbridge to the Ethics Committee, replacing Jim Goral (for a term ending May 1<sup>st</sup> 2025); G. APPOINTMENT – Vanya Koepke to the Bay Area Room Tax Commission**

### **6. ITEMS REMOVED FROM CONSENT AGENDA**

**7. CITIZENS' COMMENTS, RESOLUTIONS AND PRESENTATIONS (NOTE: Please limit citizens' comments to no more than three minutes)**

**A. DISCUSSION AND ACTION – Resolution 2023-16 (A RESOLUTION ESTABLISHING VILLAGE FEE SCHEDULES) (Page 11)**  
Staff is recommending no increase in the Village fee schedule.

### **8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS**

- A. INFORMATIONAL – 2024 Mill Rates (Page 14)**
- B. INFORMATIONAL – S&P Water Bond Rating (Page 18)**
- C. INFORMATIONAL – American Rescue Plan (ARPA) Expenditure Update (Page 26)**

### **9. COMMITTEE REPORTS AND ACTIONS**

### **10. OLD BUSINESS**

### **11. NEW BUSINESS**

**A. DISCUSSION AND ACTION – 2024 Non-General Fund Budgets**

- 1. Water Fund (Page 28)**
- 2. Sanitary Sewer Fund (Page 30)**
- 3. Storm Water Fund (Page 32)**
- 4. TID #1 Fund (Page 34)**
- 5. TID #2 Fund (Page 37)**

**B. DISCUSSION AND ACTION – Disposal of Village Property (Page 39)**

Staff is recommending disposal of the old flail mower in exchange for a brine pre-wet system (see enclosed memo).

**\* C. DISCUSSION AND ACTION – Statement of Work and Master Services Agreement between Village and Amplitel (Page 42)**

These agreements are related to the Village’s IT need and services, which will be provided by Amplitel starting in 2024.

**D. DISCUSSION - Items for future agenda consideration or Committee assignment**

**E. ADJOURN to CLOSED SESSION:**

1. Under Wisconsin State Statute 19.85 (1) (c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility RE: Personnel
2. Under Wisconsin 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 RE: Sale of Property/TID Projects/Development Agreements
3. Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation

**F. CONVENE into open session**

**G. ACTION from closed session**

**12. ADJOURN**

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Aaron Kramer, Village Administrator

\* - Added or changed in amended agenda (December 18<sup>th</sup> 2023)

Village Board of Trustees: Richard Heidel (President), David Dillenburg, Vanya Koepke, Tammy Zittlow, Melissa Tanke

**UPCOMING BOARD MEETINGS**

Tuesday January 2<sup>nd</sup> 2024 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday January 16<sup>th</sup> 2024 (6:00 PM) – Regular Board Meeting at Village Office

Tuesday February 6<sup>th</sup> 2024 (6:00 PM) – Regular Board Meeting at Village Office

NOTE: Page numbers refer to the meeting packet. All agendas and minutes of Village meetings are online: [www.hobart-wi.org](http://www.hobart-wi.org). Any person wishing to attend, who, because of disability requires special accommodations, should contact the Village Clerk-Treasurer’s office at 920-869-1011 with as much advanced notice as possible. Notice is hereby given that action by the Board may be considered and taken on any of the items described or listed in this agenda. There may be Board members attending this meeting by telephone if necessary.

12/13/2023

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## ALL BANK ACCOUNTS

## ALL Checks

Posted From: 12/19/2023 From Account:  
Thru: 12/19/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
58771	12/19/2023	ABEDNEGO FIRE PROTECTION LLC HYDROSTATIC TEST OF CASCADE CYLINDERS	500.00
58772	12/19/2023	ARING EQUIPMENT COMPANY INC. SERVICE FOR LOADER / VOLVO	3,840.73
58773	12/19/2023	ASCENT CONSULTING LLC WELLNESS SESSIONS	2,850.00
58774	12/19/2023	ASHWAUBENON AUTO REPAIR LLC MULTIPLE INVOICES - POLICE SQUAD MAINT	1,437.96
58775	12/19/2023	AXON ENTERPRISE INC. MULTIPLE INVOICES - POLICE	5,596.97
58776	12/19/2023	BADGER LABORATORIES & ENGINEERING CO. INC. TESTING COLIFORM / HALOACETIC ACIDS	692.00
58777	12/19/2023	BAYLAND BUILDINGS PAY REQUEST #7 FIRE STATION	369,754.78
58778	12/19/2023	BERGSTROM CATALYC CONVERTER 21 FORD EXP GA17981	729.68
58779	12/19/2023	BEST MACHINE & REPAIR INC. REPAIR SKIDSTEER SNOWBLOWER	375.00
58780	12/19/2023	BOBCAT PLUS SKID LOADER ANNUAL MAINTENANCE	1,047.48
58781	12/19/2023	BROWN COUNTY CLERK / TREASURER 2023 DOG LICENSES	829.16
58782	12/19/2023	BROWN COUNTY PORT & RESOURCE RECOVERY RECYCLING & REFUSE COLLECTION NOV 23	10,465.75
58783	12/19/2023	BROWN COUNTY TREASURER - COURT PAYMENTS NOVEMBER COURT FINES / SURCHARGES	1,435.40
58784	12/19/2023	CAMERA CORNER CONNECTING POINT MITEL ISSUES CLERK AND COURT CLERK PHONE	1,920.00
58785	12/19/2023	CHARTER COMMUNICATIONS / SPECTRUM 11/30/23 - 12/29/23	615.00
58786	12/19/2023	CINTAS CORP MATS AT BUILDINGS	38.83
58787	12/19/2023	CITY OF WAUSAU POLYGRAPH PERFORMED	250.00
58788	12/19/2023	COMPASS MINERALS AMERICA ROAD TREATMENT SALT	22,766.43
58789	12/19/2023	CONWAY SHIELD INC. FIRE DEPARTMENT TURNOUT GEAR CLEANER	230.00

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Posted From: 12/19/2023 From Account:  
 Thru: 12/19/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
58790	12/19/2023	CULLIGAN GREEN BAY WATER TREATMENT EQUIPMENT	122.64
58791	12/19/2023	DAVE'S AUTO BODY INC REPAIR SQUAD 182	6,802.83
58792	12/19/2023	DIVERSIFIED BENEFIT SERVICES INC. DECEMBER HRA ADMIN SERVCIES 23 EE'S	103.50
58793	12/19/2023	ELAINE D. WILLMAN NOVEMBER INVOICE	1,000.00
58794	12/19/2023	ERC INC MONTHLY SERVICES DECEMBER	258.33
58795	12/19/2023	FEDEX SHIPPING - POLICE	11.62
58796	12/19/2023	FOX VALLEY TECHNICAL COLLEGE OPEN RECORDS CLASS	275.00
58797	12/19/2023	GAT SUPPLY INC. MULTIPLE INVOICES	758.48
58798	12/19/2023	GREEN BAY METROPOLITAN SEWERAGE DISTRICT TREATMENT CHARGES NOVEMBER 23	81,560.06
58799	12/19/2023	GREEN BAY PRESSURE SYSTEMS LLC PRESSURE WASHER	6,625.00
58800	12/19/2023	GREEN BAY WATER UTILITY PURCHASED WATER NOVEMBER	20,683.17
58801	12/19/2023	HANAWAY ROSS LAW FIRM MUNICIPAL PROSECUTION NOVEMBER	2,421.98
58802	12/19/2023	HSHS EWD MULTIPLE DRAWS SEPT - OCT	186.00
58803	12/19/2023	KIMPS ACE HARDWARE MULTIPLE INVOICES & DEPARTMENTS	525.55
58804	12/19/2023	LEAGUE OF WISCONSIN MUNICIPALITIES LEAGUE DUES FOR 2024	4,822.35
58805	12/19/2023	LISA ZULEGER REFUND OVERPAYMENT CLOSED UTILITY 1348	6.98
58806	12/19/2023	MARCO TECHNOLOGIES LLC SHARP / MX-4071 MAINT	210.89
58807	12/19/2023	MARY SMITH REFUND OVERPAYMENT TAXES 2023 HB-192	51.09
58808	12/19/2023	MIDWEST METER INC. 48 ORION ME INTE STDSCREW	12,038.21

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Posted From: 12/19/2023 From Account:  
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Check Nbr	Check Date	Payee	Amount
58809	12/19/2023	MONROE TRUCK EQUIPMENT PLOW BOLTS BUMPER DOCK	53.62
58810	12/19/2023	MOTOROLA SOLUTIONS, INC RADIOS - POLICE DEPARTMENT	10,674.24
58811	12/19/2023	MOTOROLA SOLUTIONS, INC REMOTE SPEAKERS	1,126.72
58812	12/19/2023	MULTI MEDIA CHANNELS LLC ADVERTISING	424.96
58813	12/19/2023	NSIGHT TELSOURCES PHONE LINES ALL BUILDINGS	1,345.25
58814	12/19/2023	NWTC - GREEN BAY CAMPUS GRANT WRITING -2DAY TRAINING	299.00
58815	12/19/2023	NWTC - GREEN BAY CAMPUS FIREFIGHTER BOOKS AND SUPPLIES INVOICES	167.99
58816	12/19/2023	PDK INVESTMENTS - ALLIANCE MANAGEMENT REFUND WATER CONNECT FEES 4-13-2018	770.00
58817	12/19/2023	PERSONNEL EVALUATION INC JV PEP BILLING	25.00
58818	12/19/2023	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC LEASE INVOICE OCT 8/23 - JAN 7/24	222.06
58819	12/19/2023	ROBERT E. LEE & ASSOCIATES INC. MULTIPLE INVOICES / PROJECTS/ CONTRACTS	64,585.84
58820	12/19/2023	SECURIAN FINANCIAL GROUP INC LIFE INSURANCE PREMIUMS JANUARY 2024	724.53
58821	12/19/2023	SOUTHSIDE TIRE INC. DE PERE TRAILER TIRE FIRE DEPT	38.50
58822	12/19/2023	STANARD & ASSOCIATES INC. 5-ENTRY-LEVEL LAW ENFORCEMENT TESTS	112.00
58823	12/19/2023	STATE OF WISCONSIN COURT FINES & SURCHARGES COURT MONTHLY FINES / SURCHARGES NOVEMBE	3,995.81
58824	12/19/2023	STORDEUR SANITATION INC. MULTIPLE INVOICES / BUILDINGS PUMPING	313.00
58825	12/19/2023	STREICHER'S POLICE LEU-DPRS.25 AND SHIPPING	788.70
58826	12/19/2023	TECHNOLOGY ARCHITECTS INC. 1-MONTH DUO MULTI-FACT AUTHENT (19)	57.00
58827	12/19/2023	TIMECLOCK PLUS LLC ALADTEC SUBSCRIPTION & IMPLEMENT SERV	3,165.00

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Posted From: 12/19/2023 From Account:  
Thru: 12/19/2023 Thru Account:

Check Nbr	Check Date	Payee	Amount
58828	12/19/2023	TRUCK EQUIPMENT INC STROBE LED AND MOUNTING BRACKET POLICE	58.69
58829	12/19/2023	UNEMPLOYMENT INSURANCE COUPON 000012880380 ACCT694101-000-1	3,169.36
58830	12/19/2023	VANDENPLAS PORTABLE SOLUTIONS PORTABLE UNITS PARKS JULY - NOVEMBER	1,534.00
58831	12/19/2023	VICTORIA NOWAK REFUND DOG LICENSE - NO TAG ISSUED	10.00
58832	12/19/2023	VILLAGE OF HOBART 6-TAX BILLS	127.00
58833	12/19/2023	WI CHIEFS OF POLICE ASSC & POLICE LEADERSHIP MEMBERSHIP RENEWAL THROUGH 2024	150.00
58834	12/19/2023	WI DEPT OF JUSTICE REGISTRATION 1 LEADERSHIP CONFERENCE	700.00
58835	12/19/2023	WI DEPT OF JUSTICE - CRIME INFORMATION BUREAU BACKGROUND CHECKS	70.00
58836	12/19/2023	WORKHORSE SOFTWARE SERVICES INC. 2024 SUPPORT FOR ALL MODULES	6,825.00
58837	12/19/2023	WPS FIRE STATION ACCT 0402053329-00128	1,645.67
58838	12/19/2023	WPS UTILITIES	13,099.28
Grand Total			680,117.07

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## ALL BANK ACCOUNTS

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Posted From: 12/19/2023 From Account:  
Thru: 12/19/2023 Thru Account:

## Amount

Total Expenditure from Fund # 001 - General Fund	116,215.73
Total Expenditure from Fund # 002 - Water Fund	37,308.62
Total Expenditure from Fund # 003 - Sanitary Sewer Fund	82,193.04
Total Expenditure from Fund # 004 - Capital Projects Fund	375,469.60
Total Expenditure from Fund # 007 - Storm Water Fund	360.34
Total Expenditure from Fund # 008 - TID #1 Fund	6,809.96
Total Expenditure from Fund # 009 - TID #2 Fund	51,381.81
Total Expenditure from Fund # 010 - Parks & Recreation	1,534.00
Total Expenditure from Fund # 011 - ARPA	2,218.97
Total Expenditure from Fund # 012 - Fire Department	6,625.00
Total Expenditure from all Funds	680,117.07



## **MEETING MINUTES – VILLAGE BOARD (Regular)**

**Date/Time: Tuesday December 5<sup>th</sup> 2023 (6:00 P.M.)**

**Location: Village Office, 2990 South Pine Tree Road**

### **ROUTINE ITEMS TO BE ACTED UPON**

1. Call to order/Roll Call - The meeting was called to order by Rich Heidel at 6:00 pm. Rich Heidel, David Dillenburg, Tammy Zittlow and Vanya Koepke were present. The Board has one (1) vacancy.
2. Certification of the open meeting law agenda requirements and approval of the agenda - ACTION: To certify the open meeting law agenda requirements and approval of the agenda MOTION: Heidel SECOND: Zittlow VOTE: 4-0
3. Pledge of Allegiance - Those present recited the Pledge of Allegiance.

### **4. PUBLIC HEARINGS** - None

**5. CONSENT AGENDA - A. Payment of Invoices; B. VILLAGE BOARD: Minutes of November 21<sup>st</sup> 2023 (Regular)** - ACTION: To approve the consent agenda MOTION: Dillenburg SECOND: Zittlow VOTE: 4-0

### **6. ITEMS REMOVED FROM CONSENT AGENDA** – None

### **7. CITIZENS' COMMENTS, RESOLUTIONS AND PRESENTATIONS (NOTE: Please limit citizens' comments to no more than three minutes)**

The following individuals addressed the Board:

- Dennis Vandenberg (662 Majestic Drive) – Discussed article he recently read from AARP regarding older election workers receiving property tax reductions instead of pay for time worked at the polls.
- Donna Severson (362 Crosse Point Court)

**A. DISCUSSION AND ACTION – Resolution 2023-14 (A RESOLUTION HONORING TIM CARPENTER FOR HIS SERVICE TO THE RESIDENTS OF HOBART)** - This resolution will acknowledge and honor the service of Tim Carpenter, who resigned from the Board, effective November 20<sup>th</sup> 2023. ACTION: To approve Resolution 2023-14 MOTION: Heidel SECOND: Dillenburg VOTE: 4-0

**B. DISCUSSION AND ACTION – Resolution 2023-15 (A RESOLUTION ADOPTING THE 2024 VILLAGE OPERATING BUDGET, THE PROPERTY TAX LEVY, THE 2024 REFUSE AND RECYCLING SPECIAL CHARGES, AND THE 2024 STORMWATER MANAGEMENT UTILITY CHARGES)** - This resolution includes no increase in the refuse and recycling and stormwater utility charges. ACTION: To approve Resolution 2023-15 MOTION: Koepke SECOND: Heidel VOTE: 4-0

### **8. VILLAGE ADMINISTRATOR'S REPORT/COMMUNICATIONS**

**A. INFORMATION – Fire Station Project Financial Update** – Administrator Kramer provided an update on the financing for the Fire Station project. No action was taken.

**B. PRESENTATION – GLOBO Language Solutions** - A presentation on a new proposed language service program, which will be used by multiple departments, was provided by Captain Olson and Chief Renkas. No action was taken.

Administrator Kramer informed the Village is collecting books in the lobby for State Representative Joy Goeben's holiday initiative to send books to military personnel. He also said that the front office remodeling will likely take place December 19-20, with the office being closed for part of the time. Kramer informed the Board that property tax bills will likely be mailed out December 8<sup>th</sup>, and collection will begin next week in the office. No formal action was taken.



**9. COMMITTEE REPORTS**

**A. DISCUSSION AND ACTION – Speed Limit for Shady Drive (Public Works and Utilities Advisory Committee)** - The Committee recommended no change be made to the speed limit at its November 13<sup>th</sup> meeting. ACTION: To suspend the rules MOTION: Dillenburg SECOND: Heidel VOTE: 4-0. Nick and Jen DeNoble (225 Shady Drive) addressed the Board. ACTION: To go back to normal order MOTION: Dillenburg SECOND: Heidel VOTE: 4-0. ACTION: To accept the recommendation of the Public Works and Utilities Advisory Commission and not alter the speed limit on Shady Drive MOTION: Heidel SECOND: Dillenburg VOTE: 4-0. The consensus of the Board was to have the staff come back to a future meeting with options on addressing the traffic and speed issues on Shady Drive through signage.

**10. OLD BUSINESS** - None

**11. NEW BUSINESS**

**A. DISCUSSION AND ACTION – Swearing in of Village Clerk (Lisa Vanden Heuvel)** – Heidel administered the Oath of Office.

**B. DISCUSSION AND ACTION – Swearing in of Village Treasurer (Stacy Bell)** - Heidel administered the Oath of Office.

**C. DISCUSSION AND ACTION – Appointment of Village Board Trustee** - This appointment will fill the vacancy created by the resignation of Tim Carpenter, for a term ending in April 2025. Heidel asked the Board to approve his recommendation of Melissa Tanke as the new Trustee. ACTION: To appoint Melissa Tanke as Village Trustee MOTION: Heidel SECOND: Zittlow VOTE: 4-0. Upon the completion of the vote, Tanke tendered her resignation from the Hobart-Lawrence Police Commission, effective immediately.

**D. DISCUSSION AND ACTION – Swearing in of New Board Trustee** – Clerk Vanden Heuvel administered the Oath of Office to Melissa Tanke.

**E. DISCUSSION - Items for future agenda consideration or Committee assignment** - None

ACTION: To go into a five-minute recess before the closed session commences MOTION: Heidel SECOND: Dillenburg VOTE: 5-0

**F. ADJOURN to CLOSED SESSION (8:25 PM)** – ACTION: To go into closed session 1) Under Wisconsin State Statute 19.85 (1) (c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility RE: Personnel, 2) Under Wisconsin 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 RE: Sale of Property/TID Projects/Development Agreements, and 3) Under Wisconsin State Statute 19.85 (1) (g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. RE: Tribal Affairs; Potential Litigation MOTION: Heidel SECOND: Koepke VOTE: 5-0

**G. CONVENE into open session (9:48 PM)** – MOTION: Dillenburg SECOND: Zittlow VOTE: 5-0

**H. ACTION from closed session** - None

**12. ADJOURN (9:49 PM)** – MOTION: Heidel SECOND: Tanke VOTE: 5-0

Submitted by Aaron Kramer, Village Administrator



**TO:** VILLAGE BOARD  
**FROM:** LISA VANDEN HEUVEL, VILLAGE CLERK  
**SUBJECT:** 2024-2025 ELECTION INSPECTOR APPOINTMENTS  
**DATE:** DECEMBER 19, 2023

**DISCUSSION:** The current election cycle for Election Inspectors ends 12/31/2023. The following are the culmination of the Democratic Party nominations, the Republican Party nominations, and the declaration of the Unaffiliated wanting to be included on our 2024-2025 Election Inspector list.

**Republican Party Nominees**

Douglas Piirto

**Democratic Party Nominees**

Stephanie Gossen

Troy Gossen

**Unaffiliated Nominees**

Mary Baeb	Debby Jahnke	Carole Phipps
Florence Banaszak	Anne Larson	Linda Pliska
Jamie Barke	Gary Lewis	Anne Price
Madison Bauer	Teresa Lewis	Dee Ann Sanders
Virginia Becks	Suzanne Lindberg	Electa Selner
Carol Boyea	Margene Marcantonio	Susan Shuler
Cynde Carley	Sandra Mason	Andrew Stumbras
Timothy Flunker	Linda Maxwell	Sue Van Beek
Carla Goffard	Bonnie Paruch	Peggy Van Brice
Linda Hieronimczak	Vern Paruch	Robert Vandenberg
	Joan Peters	Liz Wilke

**RECOMMENDED ACTION:** Approve the 2024-2025 list of Election Inspector Appointments as presented.



## RESOLUTION 2023-16

### A RESOLUTION ESTABLISHING VILLAGE FEE SCHEDULES

#### BY THE VILLAGE BOARD OF THE VILLAGE OF HOBART, WISCONSIN:

**WHEREAS**, the Village of Hobart, Brown County, State of Wisconsin has determined that it is prudent that fees be reviewed annually for cost effectiveness; and,

**WHEREAS**, the Village of Hobart desires to not reference to specific dollar amounts within the Village Ordinances and instead, will provide an annual Resolution setting fees for passage;

**NOW THEREFORE BE IT RESOLVED** by its passage, the Village Board of the Village of Hobart does hereby approve and incorporate herein, the following fee schedule, to be effective January 1, 2024:

DESCRIPTION	FEE
<b>BEVERAGE-CIGARETTE</b>	
Class "A" Fermented Malt Beverage Retailer's License	\$500
Class "B" Fermented Malt Beverage License	\$100
Temporary Class "B" Fermented Malt Beverage / Wine License (Picnic)	\$10
"Class A" Intoxicating Liquor Retailer's License	\$500
"Class A" Cider	No fee
"Class B" Intoxicating Liquor License	\$500
"Class B" Winery Only	\$100
Reserve "Class B"	\$10,000 onetime fee plus license fee
Operator's License (New or renewal)	\$40
Provisional License (valid for 60 days)	\$15
Cigarette License	\$100
<b>ANIMAL REGULATORY LICENSES</b>	
Dog License (spayed or neutered)	\$10
Dog License (not spayed or neutered)	\$20
Late Fee (after March 31 <sup>st</sup> )	\$10
Replacement License	\$5
Chicken (no roosters)	\$25
<b>IMPOUND FEES</b>	
Daily fee	\$25
Fee for Vet Impound (Packerland Vet LLC)	\$175
<b>ADMINISTRATIVE</b>	
Records Request (Actual cost of photography and photographic processing)	\$0.50 per page
Records Request: CD/Cassette Tape	\$5.00
Records request: Faxed copies	\$1.50

Records Request (Actual cost of locating a record if the cost is more than \$50)	\$20 per hour
Records Request (Actual cost of shipping and mailing of any copy or photograph)	actual
Copies per page/per side black and white	50¢
Copies per page / per side Color	\$1.50
Fax per page/per side	50¢
NSF Checks	\$50 plus bank fees
Special Assessment Letter	\$35
Special Assessment Letter RUSH (within 24 hours)	\$70
<b>ZONING &amp; LAND USE</b>	
Conditional Use Permit (CUP)	\$225
Variance / Appeal	\$225
Zoning	\$225
Site Review	\$175
Certified Survey Map Review	\$225
Subdivision Plat Review	\$100.00 plus \$25.00 per lot
Certified Survey Map Zoning Review	\$50
<b>FALSE ALARM</b>	
1 <sup>ST</sup> in one calendar year plus \$25.00 for not having a permit	\$30
2 <sup>nd</sup> in one calendar year plus \$25.00 for not having a permit	\$60
3 <sup>rd</sup> in one calendar year plus \$25.00 for not having a permit	\$60
4 <sup>th</sup> and subsequent in one calendar year plus \$25.00 for not having a permit	\$125
<b>ANNUAL SECURITY ALARM</b>	
Alarm Permit	\$20
<b>DIRECT SELLERS</b>	
Direct sellers / transient merchant permit	\$30
<b>FIRE DEPARTMENT</b>	
Burning Permit	\$15
Fire Inspections for the 3 <sup>rd</sup> and subsequent re-inspections	\$60
<b>WATER / SEWER</b>	
Well Operation Permit by June 30 <sup>th</sup>	\$20
Well Operation Permit by August 31 <sup>st</sup>	\$40
Well Operation Permit by October 31 <sup>st</sup>	\$60
Mandatory hook up – Failure to comply fee per day after 10 day written notice	\$5
<b>PARK RENTAL</b>	
Four Seasons Deposit - resident and non-resident are same deposit	\$175
Four Seasons Building Rent - Resident	\$110
Four Seasons Building Rent - Non-Resident	\$135
Four Seasons Soccer Fields – per field per session	\$30
Non-Profit Rentals	\$30
<b>SPECIAL EVENT PERMIT</b>	
Security Deposit per day of the event	\$225
Class I permit	\$125
Class II permit	\$100
Class III	\$75
<b>RIGHT-OF-WAY PERMIT APPLICATION</b>	
Small Utility Project (less than 1000 feet of roadway)	\$75
Medium Utility Project (1000-3000 feet of roadway)	\$150
Large Utility Project (more than 3000 feet of roadway)	\$225

<b>RIGHT-OF-WAY INSPECTION/WORK TO BE PERFORMED</b>	
Excavations in Right of Way outside of Street	\$75
Boring Within Street Right of Way – servicing one property and sewer is located behind curb	\$75
Boring within Right-of-Way	\$300
Open Cut Excavation within Street Pavement Area	\$750

Adopted this 19<sup>th</sup> day of December 2023.

\_\_\_\_\_  
Richard Heidel, Village Board President

Attest:

\_\_\_\_\_  
Aaron Kramer, Village Administrator

**CERTIFICATION**

The undersigned, being the duly appointed Clerk of the Board of the Village of Hobart, certifies that the foregoing is a true copy of resolutions passed by the Board of the Village of Hobart at a duly called meeting of the Board on December 19, 2023.

Dated this 19<sup>th</sup> day of December 2023.

\_\_\_\_\_  
Lisa Vanden Heuvel, Village Clerk

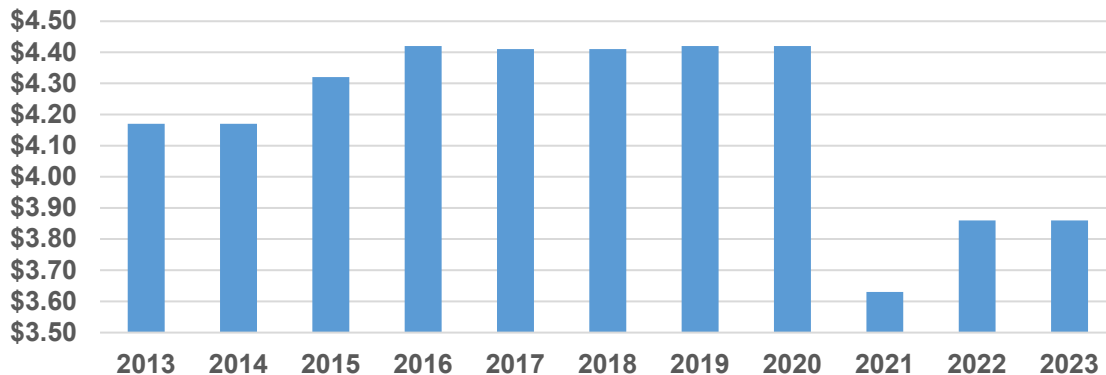


**TO:** Village Board  
**FROM:** Aaron Kramer, Village Administrator  
**RE:** Mill Rate Comparison  
**DATE:** December 19<sup>th</sup> 2023

VILLAGE MILL RATE

With the final number calculated for the 2023 tax bills, the Village's mill rate remained stable at \$3.86 per \$1,000 of assessed value (with an equalization ratio of 0.8354).

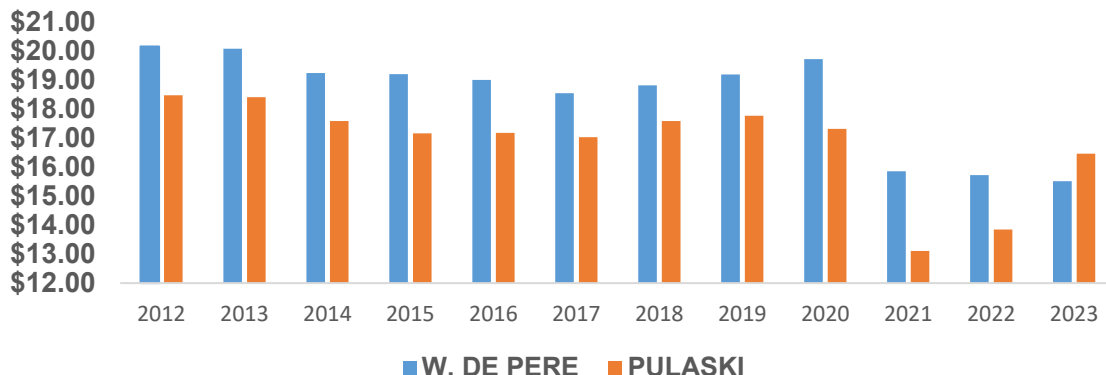
**HOBART MILL RATE HISTORY**



MILL RATE BY SCHOOL DISTRICT

Hobart has two distinct overall mill rates – one for the residents in the Pulaski School District, one for the residents in the West De Pere School District. Historically, the mill rate for the West De Pere School District has been the higher of the two in Hobart – but that flipped in 2023. The West De Pere mill rate declined 1.33 percent; the Pulaski area increased 18.91 percent.

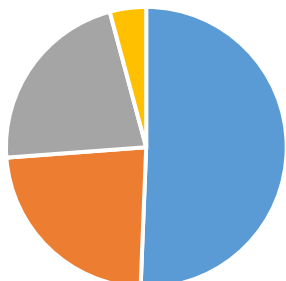
**Overall Mill Rates by School District**



MILL RATE BY GOVERNMENTAL UNIT

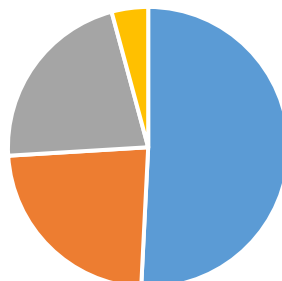
Each mill rate, whether in the West De Pere or Pulaski districts, is comprised of several taxing authorities: (1) the Village of Hobart, (2) the individual school districts, (3) Brown County, (4) NWTC (tech college), and (5) the State of Wisconsin. In addition, a state credit is applied to each gross tax rate, which reduces the overall rate applied to the tax bills.

**WEST DE PERE  
WHERE YOUR TAXES GO  
(2022)**



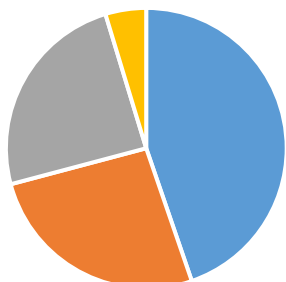
- SCHOOL    ■ VILLAGE
- COUNTY    ■ TECH COLL.

**WEST DE PERE  
WHERE YOUR TAXES GO  
(2023)**



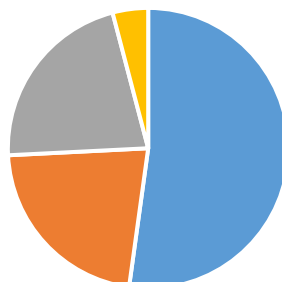
- SCHOOL    ■ VILLAGE
- COUNTY    ■ TECH COLL.

**PULASKI  
WHERE YOUR TAXES GO  
(2022)**



- SCHOOL    ■ VILLAGE
- COUNTY    ■ TECH COLL.

**PULASKI  
WHERE YOUR TAXES GO  
(2023)**



- SCHOOL    ■ VILLAGE
- COUNTY    ■ TECH COLL.

<b>West De Pere School District</b>					
	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
School Tax	\$10.41 (50.7%)	\$10.96 (52.1%)	\$8.80 (52.1%)	\$8.44 (50.7%)	\$8.43 (50.7%)
Village Tax	\$4.42 (21.5%)	\$4.42 (21.0%)	3.63 (21.5%)	3.86 (23.2%)	3.86 (23.2%)
County Tax	\$4.76 (23.2%)	\$4.74 (22.5%)	3.71 (23.3%)	3.66 (22.0%)	3.61 (21.7%)
NWTC	\$0.88 (4.3 %)	\$0.90 (4.3%)	0.71 (4.2%)	0.70 (4.2%)	0.72 (4.3%)
<b>GROSS TAX</b>	<b>\$20.52</b>	<b>\$21.02</b>	<b>\$16.86</b>	<b>\$16.66</b>	<b>\$16.62</b>
(State Credit)	(\$1.31)	(\$1.27)	(\$1.00)	(\$0.93)	(\$1.10)
<b>NET TAX</b>	<b>\$19.21</b>	<b>\$19.74</b>	<b>\$15.86</b>	<b>\$15.73</b>	<b>\$15.52</b>

Pulaski School District					
	2019	2020	2021	2022	2023
School Tax	\$9.18 (48.1%)	\$8.68 (46.7%)	\$6.10 (43.2%)	\$6.61 (44.7%)	\$9.17 (52.2%)
Village Tax	\$4.42 (23.2%)	\$4.42 (23.8%)	3.63 (25.7%)	3.86 (26.1%)	3.86 (22.0%)
County Tax	\$4.61 (24.1%)	\$4.60 (24.7%)	3.67 (26.0%)	3.61 (24.4%)	3.82 (21.7%)
NWTC	\$0.88 (4.6%)	\$0.90 (4.8%)	0.71 (5.0%)	0.70 (4.7%)	0.72 (4.1%)
<b>GROSS TAX</b>	<b>\$19.09</b>	<b>\$18.60</b>	<b>\$14.11</b>	<b>\$14.79</b>	<b>\$17.57</b>
(State Credit)	(\$1.31)	(\$1.27)	(\$1.00)	(\$0.93)	(\$1.10)
<b>NET TAX</b>	<b>\$17.78</b>	<b>\$17.33</b>	<b>\$13.11</b>	<b>\$13.85</b>	<b>\$16.47</b>

NOTE: Percentage is that of the overall gross tax rate. The total may not add up to 100 percent due to rounding.

#### COMPARISON TO NEIGHBORING COMMUNITIES

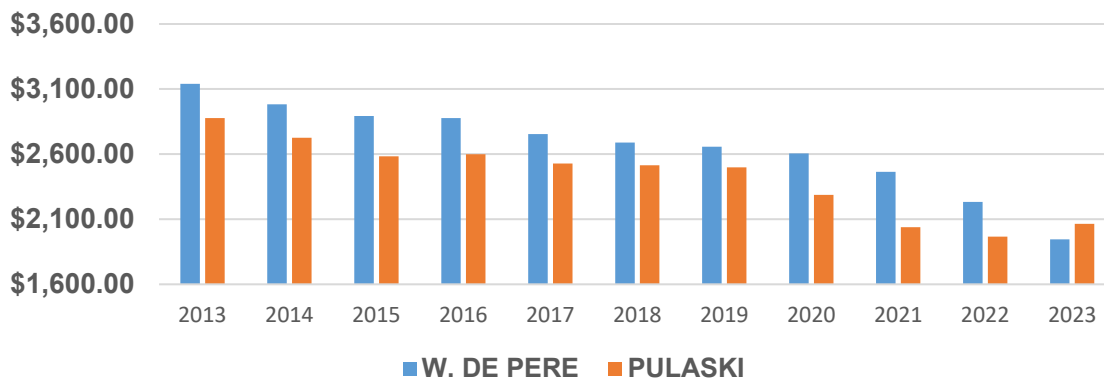
Hobart's mill rate has consistently remained below the average mill rate for the nine (9) Villages in Brown County. It is 16 percent below the countywide average mill rate (\$5.36).

VILLAGE	2018	2019	2020	2021	2022	2023
<b>HOBART</b>	\$4.41 (7)	\$4.42 (7)	\$4.42 (7)	\$3.63 (8)	\$3.86 (7)	\$3.86 (6)
Allouez	\$7.21 (3)	\$7.36 (3)	\$7.55 (3)	\$6.13 (3)	\$6.43 (3)	\$6.48 (2)
Ashwaubenon	\$5.62 (4)	\$5.68 (4)	\$5.79 (4)	\$5.42 (4)	\$5.76 (4)	\$4.63 (4)
Bellevue	\$2.93 (9)	\$3.04 (9)	\$2.73 (9)	\$2.94 (9)	\$3.03 (9)	\$3.14 (9)
Denmark	\$5.25 (5)	\$5.26 (5)	\$5.25 (5)	\$4.63 (5)	\$5.26 (5)	\$3.50 (T7)
Howard	\$3.92 (8)	\$3.84 (8)	\$3.93 (8)	\$3.98 (6)	\$3.52 (8)	\$3.50 (T7)
Pulaski	\$8.81 (1)	\$9.34 (1)	\$8.62 (2)	\$8.73 (2)	\$9.23 (1)	\$5.82 (3)
Suamico	\$4.61 (6)	\$4.71 (6)	\$3.73 (6)	\$3.78 (7)	\$3.88 (6)	\$3.87 (5)
Wrightstown	\$8.63 (2)	\$9.04 (2)	\$9.04 (1)	\$9.04 (1)	\$9.04 (2)	\$6.73 (1)
<b>AVERAGE</b>	<b>\$5.71</b>	<b>\$5.85</b>	<b>\$5.67</b>	<b>\$5.36</b>	<b>\$5.56</b>	<b>\$4.61</b>

#### TOTAL TAX BILL

The owner of a \$150,000 home (equalized valuation) paid \$2,064 in Hobart (Pulaski School District) for the 2022 tax bills (compared to \$1,966 for the 2022 tax bills), and \$1,945 for a similar home in the West De Pere school district portion of Hobart (compared to \$2,232 for the 2022 tax bills). Please note that these overall tax bills do not include special charges (garbage, storm water, etc.)

#### Overall Tax Bill by School District



NOTE: Based on a \$150,000 home (Source: Brown Country Treasurer's Office)



Complete as of: 12/5/2023

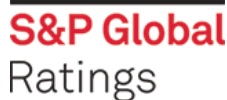
NET TAX RATE IS BASED ON ASSESSED VALUES

2023 TAX RATE DETAIL

EQUAL RATIO	MUNICIPALITY	SCHOOL DISTRICT	LOTTERY CREDIT	FIRST \$ CREDIT	SCHOOL TAX	LOCAL TAX	COUNTY TAX	TECH COLLEGE	STATE TAX	GROSS TAX	STATE CREDIT	NET TAX 2023	NET TAX 2022	TAX % CHANGE	\$150,000 ON EQUALIZED VALUE
	<b>TOWNS</b>														
0.6962	EATON	DENMARK (1407)	228.72	61.45	9.81	3.18	4.54	0.86	0.00	18.39	2.08	16.30	16.63	-1.98%	1,703
0.6962	EATON	GREEN BAY (2289)	276.74	74.35	11.87	3.18	4.25	0.86	0.00	20.16	2.08	18.08	16.79	7.71%	1,888
0.8065	GLENMORE	DENMARK (1407)	228.72	61.45	8.48	5.01	3.92	0.74	0.00	18.16	1.68	16.47	16.32	0.91%	1,993
0.8065	GLENMORE	EAST DE PERE (1414)	190.02	51.05	7.01	5.01	3.92	0.74	0.00	16.69	1.68	15.00	13.94	7.62%	1,815
0.6168	GREEN BAY	GREEN BAY (2289)	276.74	74.35	13.39	1.66	4.80	0.97	0.00	20.83	2.15	18.67	16.30	14.54%	1,728
0.6168	GREEN BAY	LUXEMBURG-CASCO (3220)	223.14	59.95	10.80	1.66	4.80	0.97	0.00	18.23	2.15	16.08	15.25	5.43%	1,488
1.0099	HOLLAND	BRILLION (0658)	238.26	64.01	6.90	2.09	2.87	0.70	0.00	12.57	1.43	11.13	18.37	-39.40%	1,687
1.0099	HOLLAND	KAUKAUNA - NOT IN SANITARY DIST (2758)	203.52	55.21	5.85	3.38	2.82	0.70	0.00	12.76	1.43	11.32	18.43	-38.58%	1,715
1.0099	HOLLAND	KAUKAUNA - IN SANITARY DIST (2758)	231.39	62.17	7.10	2.09	3.24	0.62	0.00	13.05	1.43	11.62	20.43	-43.13%	1,760
0.7584	HUMBOLDT	GREEN BAY (2289)	276.74	74.35	10.89	1.50	3.91	0.79	0.00	17.09	1.92	15.17	13.57	11.79%	1,726
0.7584	HUMBOLDT	LUXEMBURG-CASCO (3220)	223.14	59.95	8.78	1.50	3.91	0.79	0.00	14.98	1.92	13.06	12.70	2.89%	1,486
0.8277	LAWRENCE	WEST DE PERE (6328)	235.94	63.39	8.51	2.20	3.82	0.73	0.00	15.26	1.75	13.51	13.70	-1.41%	1,677
0.8277	LAWRENCE	WRIGHTSTOWN (6734)	231.39	62.17	8.34	2.20	3.82	0.73	0.00	15.09	1.75	13.35	14.67	-9.03%	1,657
0.9240	LEDGEVIEW	DENMARK (1407)	228.72	61.45	7.42	3.59	3.43	0.66	0.00	15.10	1.14	13.96	13.82	0.95%	1,934
0.9240	LEDGEVIEW	EAST DE PERE (1414)	190.02	51.05	6.20	3.59	3.43	0.66	0.00	13.90	1.14	12.76	11.70	9.09%	1,769
0.9240	LEDGEVIEW	GREEN BAY (2289)	276.74	74.35	9.03	3.59	3.24	0.66	0.00	16.51	1.14	15.37	14.77	4.03%	2,130
0.8875	MORRISON	BRILLION (0658)	238.26	64.01	8.06	2.63	3.36	0.84	0.00	14.88	1.54	13.34	12.88	3.62%	1,776
0.8875	MORRISON	DENMARK (1407)	228.72	61.45	7.74	2.63	3.58	0.68	0.00	14.63	1.54	13.09	13.11	-0.20%	1,742
0.8875	MORRISON	EAST DE PERE (1414)	190.02	51.05	6.43	2.63	3.58	0.68	0.00	13.32	1.54	11.78	10.93	7.79%	1,568
0.8875	MORRISON	REEDSVILLE (4760)	215.02	57.71	7.28	2.63	3.36	0.68	0.00	13.94	1.54	12.40	10.61	16.84%	1,651
0.8875	MORRISON	WRIGHTSTOWN (6734)	231.39	62.17	7.83	2.63	3.58	0.68	0.00	14.72	1.54	13.18	14.30	-7.83%	1,755
0.9750	NEW DENMARK	DENMARK (1407)	228.72	61.45	7.00	1.88	3.24	0.62	0.00	12.74	1.47	11.27	18.09	-37.71%	1,648
0.7657	PITTSFIELD	HOWARD-SUAMICO (2604)	274.37	73.71	10.70	2.81	4.07	0.78	0.00	18.36	1.58	16.78	16.52	1.58%	1,927
0.7657	PITTSFIELD	PULASKI (4613)	256.76	68.98	10.01	2.81	4.08	0.78	0.00	17.68	1.58	16.10	13.61	18.27%	1,849
0.7877	ROCKLAND	EAST DE PERE (1414)	190.02	51.05	7.20	2.75	4.01	0.76	0.00	14.72	1.61	13.11	12.50	4.88%	1,549
0.7877	ROCKLAND	WRIGHTSTOWN (6734)	231.39	62.17	8.77	2.75	4.01	0.76	0.00	16.29	1.61	14.68	16.40	-10.51%	1,734
0.6552	SCOTT	GREEN BAY (2289)	276.74	74.35	12.61	2.87	4.52	0.92	0.00	20.91	2.37	18.54	17.86	3.83%	1,822
0.9232	WRIGHTSTOWN	EAST DE PERE (1414)	190.02	51.05	6.13	1.89	3.41	0.65	0.00	12.08	1.72	10.36	10.60	-2.21%	1,435
0.9232	WRIGHTSTOWN	WRIGHTSTOWN - NOT IN SAN DIST (6734)	231.39	62.17	7.46	1.89	3.41	0.65	0.00	13.42	1.72	11.70	13.94	-16.06%	1,620
0.9232	WRIGHTSTOWN	WRIGHTSTOWN - IN SANITARY DIST (6734)	231.39	62.17	7.46	3.09	3.41	0.65	0.00	14.61	1.72	12.89	15.13	-14.75%	1,786
	<b>VILLAGES</b>														
0.8210	ALLOUEZ	GREEN BAY (2289)	276.74	74.35	10.06	6.48	3.58	0.73	0.00	20.85	1.88	18.98	18.04	5.19%	2,337
1.0193	ASHWAUBENON	ASHWAUBENON (0182)	235.91	62.57	6.81	4.63	3.07	0.59	0.00	15.10	1.15	13.94	16.46	-15.30%	2,132
1.0193	ASHWAUBENON	WEST DE PERE (6328)	235.94	63.39	7.02	4.63	3.07	0.59	0.00	15.30	1.15	14.15	17.99	-21.33%	2,163
0.7847	BELLEVUE	EAST DE PERE (1414)	190.02	51.05	7.23	3.14	4.03	0.77	0.00	15.16	1.83	13.34	12.41	7.43%	1,570
0.7847	BELLEVUE	GREEN BAY (2289)	276.74	74.35	10.53	3.14	3.78	0.77	0.00	18.21	1.83	16.38	15.02	9.05%	1,929
1.0256	DENMARK	DENMARK (1407)	228.72	61.45	6.66	3.50	3.06	0.59	0.00	13.81	1.42	12.38	19.29	-35.79%	1,905
0.8354	HOBART	PULASKI (4613)	256.76	68.98	9.17	3.86	3.82	0.72	0.00	17.57	1.10	16.47	13.85	18.91%	2,064
0.8354	HOBART	WEST DE PERE (6328)	235.94	63.39	8.43	3.86	3.61	0.72	0.00	16.62	1.10	15.52	15.73	-1.33%	1,945
0.8931	HOWARD	HOWARD-SUAMICO (2604)	274.37	73.71	9.17	3.50	3.49	0.67	0.00	16.83	1.65	15.19	15.12	0.46%	2,035
0.8931	HOWARD	PULASKI (4613)	256.76	68.98	8.58	3.50	3.42	0.67	0.00	16.17	1.65	14.53	17.59	-17.41%	1,946
1.0161	PULASKI	PULASKI (4613)	256.76	68.98	7.54	5.82	3.05	0.59	0.00	17.00	0.96	16.05	20.99	-23.52%	2,446
0.7573	SUAMICO	HOWARD-SUAMICO (2604)	274.37	73.71	10.81	3.87	4.12	0.79	0.00	19.60	1.91	17.69	17.31	2.21%	2,010
0.7573	SUAMICO	PULASKI (4613)	256.76	68.98	10.12	3.87	4.12	0.79	0.00	18.91	1.91	17.00	14.42	17.84%	1,931
0.9903	WRIGHTSTOWN	WRIGHTSTOWN (6734)	231.39	62.17	6.97	3.19	3.73	0.61	0.00	17.50	1.41	16.09	24.81	-35.16%	2,390
	<b>CITIES</b>														
0.9749	DE PERE	EAST DE PERE (1414)	190.02	51.05	5.82	5.61	3.15	0.82	0.00	15.20	1.25	13.94	14.60	-4.48%	2,039
0.9749	DE PERE	WEST DE PERE (6328)	235.94	63.39	7.22	5.61	3.15	0.82	0.00	16.60	1.25	15.35	17.16	-10.56%	2,245
0.8887	GREEN BAY	GREEN BAY (2289)	276.74	74.35	9.29	7.76	3.31	0.68	0.00	21.04	1.70	19.34	18.68	3.52%	2,578

Paul D. Zeller - BROWN COUNTY TREASURER

Lottery Credit Max \$33,500.00  
First Dollar Credit M \$9,000.00



130 East Randolph Street  
Suite 2900  
Chicago, IL 60601  
tel 312-233-7000

reference no.: 40494034

December 14, 2023

Village of Hobart  
2990 South Pine Tree Road  
Hobart, WI 54115  
Attention: Aaron Kramer, Village Administrator

Re: ***Hobart Village, Wisconsin***

Dear Aaron Kramer

S&P Global Ratings has reviewed the rating on the above-listed obligations. Based on our review, we have lowered the underlying rating (SPUR) from "A+" to "A" while affirming the stable outlook. A copy of the rationale supporting the rating and outlook is enclosed.

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Please send hard copies to:

S&P Global Ratings  
Public Finance Department  
55 Water Street  
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at [www.standardandpoors.com](http://www.standardandpoors.com). If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

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enclosure

**S&P Global Ratings**  
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## Summary:

# Hobart, Wisconsin; Water/Sewer

### Primary Credit Analyst:

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Outlook

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**Summary:****Hobart, Wisconsin; Water/Sewer****Credit Profile**

Hobart Vill wtr (MAC)

*Unenhanced Rating*

A(SPUR)/Stable

Downgraded

Many issues are enhanced by bond insurance.

**Credit Highlights**

- S&P Global Ratings lowered its rating to 'A' from 'A+' on Hobart, Wis.'s existing water system revenue bonds.
- The outlook is stable.
- The downgrade reflects our view of the utility's declining all-in coverage (AIC) over recent years, due in part to escalating debt service payments.

**Security**

Bond provisions are adequate and credit neutral, in our opinion. The rate covenant requires gross revenues before payment in lieu of taxes (PILOT) payments to cover annual debt service by 125%. An additional bonds test stipulates 125% pro forma maximum annual debt service (MADS) coverage on new and existing debt.

We note that S&P Global Ratings' calculation of AIC varies from the village's own coverage calculation, as we account for the utility's PILOT payments on portions of general obligation (GO) debt issued and an imputed fixed charge for water from Green Bay Water Utilities (GBWU).

**Credit overview**

Our view of the rating is tempered by the utility's limited financial profile, especially its thin AIC. Due to escalating debt service on GO bonds supported by the water system, the utility's coverage has weakened in recent years. Although management has an 8% rate increase scheduled for the beginning of 2024, we project that AIC could remain at vulnerable levels of around 1.0x over the medium term, depending on additional rate adjustments and the final sizing of an upcoming debt issuance. The utility's smaller operating margins and nominal liquidity amount also present a credit risk, as unexpected costs could materially impact the system's financial metrics. However, we believe that the utility's financial risks are partially mitigated by its limited operational and capital needs as well as by management's practice of passing through water purchasing costs from GBWU, which we view favorably. Further credit stability is provided by the service area economy, which offers a stable source of revenue for the utility, and also by the use of tax increments to help support debt service on the system's revenue bonds. The rating further reflects our view of the utility system's:

- Service area participation in the broad and diverse Green Bay metropolitan statistical area economy, with average median household effective buying income (MHHEBI) at 136% of the national average, and a predominantly residential customer base;

- Rates we view as highly affordable based on an average poverty rate of about 9%, and an average residential water bill of \$26.70, which represents 0.4% of MHHEBI when annualized;
- Operational management policies and practices that we view as adequate, reflecting sufficient system capacity, formal emergency planning, and management's track record of passing through wholesale costs; and
- Financial management policies and practices that we view as adequate, including conservative budgeting assumptions, regular budget updates, and a lack of formal capital and financial planning.

### Environmental, social, and governance

We view the utility's environmental, social, and governance (ESG) factors as neutral in our credit analysis. The utility reports that it has not paid any fines or penalties or faced regulatory actions within the last three years. Social risks are generally in line with those of peers given the city's currently low rates and higher income levels. Governance risks for the system are slightly heightened due to the lack of long-term planning conducted and also because of rate regulation under the Wisconsin Public Service Commission. The city has had no known cyber security threats or incidents and maintains a cyber security insurance policy.

## Outlook

The stable outlook reflects our expectation that the utility's financial metrics will be maintained at levels consistent with the current rating given management's history of passing through wholesale costs, the limited capital needs of the system, and the stable customer base.

### Downside scenario

We could lower the rating should unexpected debt or capital needs arise, resulting in a material weakening of either coverage or liquidity, especially if the system's AIC falls below 1.0x or unrestricted cash is drawn below \$500,000.

### Upside scenario

We could consider an upgrade if the utility maintains much stronger AIC metrics for several years in a row, while at least maintaining or growing its liquidity reserves. We could also raise the rating if management institutes and maintains more formalized financial planning policies and the utility has improved financial metrics.

### Hobart, Wisconsin--Economic and financial data

	Fiscal year-end				Median (A)
	Most recent	2022	2021	2020	
<b>Economic data</b>					
Water customers	1,941				4,745
Sewer customers	--				4,490
MHHEBI of the service area as % of the U.S.	135.0				82.0
Unemployment rate (%)	2.6				4.0
Poverty rate (%)	9.3				12.7
Water rate (6,000 gallons or actual) (\$)	26.7				42.0
Sewer rate (6,000 gallons or actual) (\$)	0.0				42.0
Annual utility bill as % of MHHEBI	0.4				1.4

## Hobart, Wisconsin--Economic and financial data (cont.)

	Most recent	Fiscal year-end			Median (A)
		2022	2021	2020	
Operational Management Assessment	Standard				Standard
<b>Financial data</b>					
Gross revenues (\$000s)		1,308	1,276	1,246	4,623
Total operating expenses less depreciation (\$000s)		747	777	773	2,891
S&P Global Ratings-adjusted all-in DSC (x)		1.0	1.1	1.0	1.6
Unrestricted cash (\$000s)		818	874	800	3,095
Days' cash of operating expenses		400	411	378	409
Total on-balance-sheet debt (\$000s)		1,736	2,021	2,268	10,166
Debt-to-capitalization ratio (%)		12.4	14.8	16.7	43.8
Financial Management Assessment	Standard	--	--	--	Standard

Note: Most recent economic data available from our vendors. MHHEBI--Median household effective buying income. DSC--Debt service coverage.

## Related Research

Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at [www.spglobal.com/ratings](http://www.spglobal.com/ratings) for further information. Complete ratings information is available to RatingsDirect subscribers at [www.capitaliq.com](http://www.capitaliq.com). All ratings affected by this rating action can be found on S&P Global Ratings' public website at [www.spglobal.com/ratings](http://www.spglobal.com/ratings).



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VILLAGE OF  
**HOBART**  
 GREATNESS IS GROWING  
**MEMORANDUM**



**TO:** Hobart Village Board  
**FROM:** Aaron Kramer, Village Administrator  
**RE:** ARPA Report  
**DATE:** December 19<sup>th</sup> 2023

### ARPA OVERVIEW

The Village received \$1,055,268.36 as part of the American Rescue Plan. The Village's payments came in two phases – \$527,634.18 in 2021 and the same amount in 2022. The Village has expended the ARPA funds in various phases over the subsequent two years.

#### MASTER PROJECTS LIST

2021				
PROJECT	DEPARTMENT	ALLOCATED	SPENT	SURPLUS/ OVERRUN
Axon Body Cameras	Police	\$65,277.98	\$92,250.69	(\$26,972.71)
Water Loop (Packerland)	Public Works	\$222,270.00	\$219,979.19	\$2,290.81
* Power Lift Drop Tank	Fire Department	\$10,000.00	\$2,751.15	\$7,248.85
* Cisco Meraki Firewall	Police/General Off	\$33,359.71	\$45,127.30	(\$11,767.73)
Court Technology Upgrade	Municipal Court	\$3,368.58	\$3,891.46	(\$522.28)
<b>TOTAL</b>		<b>\$334,276.13</b>	<b>\$363,999.79</b>	<b>(\$29,723.66)</b>

\* The following projects were in the FY2022 Capital Projects Budget:

Replace LDH Hose (5") – 2,000 feet (Fire)	\$ 21,000.00	Cisco Meraki Upgrade (Police)	\$ 11,119.86
Power Lift for T-1721 Drop Tank (Fire)	\$ 10,000.00	Squad Car Replacement (Police)	\$ 36,000.00
Cisco Meraki Upgrade (General Office)	\$ 22,239.71	<b>TOTAL</b>	<b>\$100,359.57</b>

2022				
PROJECT	DEPARTMENT	ALLOCATED	SPENT	SURPLUS/ OVERRUN
* Fire Department Hose	Fire Department	\$16,530.00	\$14,630.00	\$1,900.00
Phone System Upgrade	General Office	\$2,728.50	\$2,728.50	---
Express Vote Machines	Elections	\$1,405.00	\$1,070.00	\$335.00
* Sergeant Body Camera/Squad	Police	\$26,262.50	\$30,330.06	(\$4,068.16)
Front Office Remodel	General Office	\$18,648.50	\$18,648.50	---
Salt Shed	Public Works	\$120,392.00	\$157,478.19	(\$37,085.89)
Workhorse Software Additions	General Office	\$6,400.00	\$7,000.00	(\$600.00)
Village Board Computers	General Office	\$5,496.24	\$5,551.44	(\$55.20)
Public Works Security Cameras	Public Works	\$6,995.00	\$9,367.00	(\$2,372.00)
<b>TOTAL</b>		<b>\$204,858.04</b>	<b>\$246,804.29</b>	<b>(\$41,946.25)</b>

\*\* The following projects were in the FY2023 Capital Projects Budget:

Trout Creek Road Project (Pub Works)	\$100,000.00	Server Upgrade (General Office)	\$ 10,000.00
Mobile Radios (Fire Department)	\$ 35,000.00	Emergency Sirens (General)	\$ 28,583.00
		<b>TOTAL</b>	<b>\$173,583.00</b>

2023				
PROJECT	DEPARTMENT	ALLOCATED	SPENT	SURPLUS/ OVERRUN
* Fire Department Radios (Capital)	Fire Department	\$35,000.00	\$36,985.75	(\$1,985.75)
* Emergency Sirens (Capital)	Public Works	\$28,583.00	\$28,199.00	\$384.00
* Trout Creek Road Project (Capital)	Public Works	\$45,268.95	\$0.00	\$45,268.95
* Server Upgrade	General Office	\$10,000.00	\$15,000.00	(\$5,000.00)
Centennial Centre Flag Pole	Public Works	\$1,500.00	\$1,272.00	\$228.00
Basketball Court (Jan Wos Park)	Public Works	\$25,000.00	\$0.00	\$25,000.00
Emergency Siren (Four Seasons)	Public Works	\$27,648.00	\$29,922.50	(\$2,274.50)
Alamo Flail Mower	Public Works	\$27,000.00	\$15,000.00	\$12,000.00
Scag Mower	Public Works	\$16,000.00	\$14,428.00	\$1,572.00
Fire Department Radios	Fire Department	\$70,000.00	\$0.00	\$70,000.00
Fire Department UTV (Cancelled)	Fire Department	\$24,000.00	\$0.00	\$24,000.00
Fire Department Hose	Fire Department	\$7,000.00	\$6,760.00	\$240.00
Fire Department Helmets	Fire Department	\$15,000.00	\$13,760.00	\$1,240.00
Board Room AudioVisual Improve.	General Office	\$25,000.00	\$19,646.45	\$5,353.55
Board Room Carpet/Paint	General Office	\$15,000.00	\$2,704.43	\$12,295.37
Village Office AED	General Office	\$1,763.00	\$1,624.00	\$139.00
Police Office Renovations	Police Department	\$35,000.00	\$29,349.16	\$5,650.84
* Squad Equipment	Police Department	\$3,418.00	\$3,756.16	(\$337.36)
<b>TOTAL</b>		<b>\$412,181.75</b>	<b>\$214,651.29</b>	<b>\$193,774.30</b>

\* - FY2023 Capital Projects

\*\* - This is a reallocation of the unspent funds from the Police Office Renovations.

2024 WATER FUND (002)										
ACCOUNT	ACCOUNT NUMBER	2019	2020	2021	2022	2023 BUDGET	AMEND 2023 BUDGET	2024 BUDGET	CHANGE FR ORIG 2023	CHANGE FR AMEND 2023
<b>REVENUES</b>										
<b>Revenues</b>										
Depreciation	002-00-40300-000-000	12,959.00	14,282.00	15,514.00	16,563.00	0.00	0.00	0.00	0.00	0.00
<b>Taxes</b>										
Payment in Lieu of Taxes	002-00-41900-000-000	2,443.00	2,949.00	2,989.00	3,955.00	2,989.00	3,955.00	4,000.00	1,011.00	45.00
<b>Special Assessments</b>										
Customer Contributions	002-00-42100-000-000	1,537,032.26	1,349,373.48	416,871.50	633,972.31	0.00	0.00	0.00	0.00	0.00
<b>Public Charges for Service</b>										
Metered Sales-Residential	002-00-46101-000-000	539,333.82	611,695.61	617,183.48	617,171.45	579,124.05	579,124.05	620,000.00	40,875.95	40,875.95
Metered Sales-Commercial	002-00-46102-000-000	40,275.52	43,616.34	56,327.36	57,403.30	46,779.47	46,779.47	55,000.00	8,220.53	8,220.53
Metered Sales-Public Auth	002-00-46104-000-000	6,404.41	1,569.41	2,575.81	3,502.90	2,988.87	2,988.87	3,100.00	111.13	111.13
Public Fire Protection	002-00-46105-000-000	223,034.00	223,034.00	223,034.00	223,034.00	223,034.00	223,034.00	223,034.00	0.00	0.00
Metered Sales-Multi Family	002-00-46106-000-000	117,243.09	139,832.48	150,141.09	150,766.22	134,170.56	134,170.56	175,000.00	40,829.44	40,829.44
Private Fire Protection Serv	002-00-46200-000-000	19,236.00	19,236.00	19,236.00	19,236.00	19,236.00	19,236.00	19,236.00	0.00	0.00
Tower/Land Rent Fees	002-00-46744-000-000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 46 TOTAL</b>		<b>945,526.84</b>	<b>1,038,983.84</b>	<b>1,068,497.74</b>	<b>1,071,113.87</b>	<b>1,005,332.95</b>	<b>1,005,332.95</b>	<b>1,095,370.00</b>	<b>90,037.05</b>	<b>90,037.05</b>
<b>CHANGE</b>		<b>(7,094.40)</b>	<b>93,457.00</b>	<b>29,513.90</b>	<b>2,616.13</b>	<b>(65,780.92)</b>	<b>0.00</b>			
<b>Intergovernmental Charges for Services</b>										
Forfeited Discounts	002-00-47001-000-000	4,435.66	3,043.59	3,895.67	3,926.50	4,000.00	4,000.00	4,000.00	0.00	0.00
Cell Tower Rental	002-00-47200-000-000	0.00	0.00	0.00	26,966.00	0.00	23,392.00	24,000.00	24,000.00	608.00
Other Water Revenue	002-00-47400-000-000	11,158.51	11,901.19	14,595.72	14,195.44	5,000.00	10,000.00	5,000.00	0.00	(5,000.00)
Water Inspection Fees	002-00-47402-000-000	3,700.00	2,000.00	1,950.00	2,700.00	2,000.00	2,000.00	2,000.00	0.00	0.00
Well Operation Permits	002-00-47403-000-000	2,270.00	1,488.00	2,520.00	1,560.00	1,560.00	1,560.00	1,500.00	(60.00)	(60.00)
Valve For Meter	002-00-47504-000-000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deduct Meter Permit	002-00-47406-000-000	3,620.00	745.15	300.00	350.00	300.00	300.00	300.00	0.00	0.00
<b>FUND 47 TOTAL</b>		<b>25,184.17</b>	<b>19,177.93</b>	<b>23,261.39</b>	<b>49,697.94</b>	<b>12,860.00</b>	<b>41,252.00</b>	<b>36,800.00</b>	<b>23,940.00</b>	<b>(4,452.00)</b>
<b>CHANGE</b>		<b>1,167.78</b>	<b>(6,006.24)</b>	<b>4,083.46</b>	<b>26,436.55</b>	<b>(36,837.94)</b>	<b>28,392.00</b>			
<b>Miscellaneous Revenues</b>										
Interest on Accounts	002-00-48110-000-000	6,192.39	1,546.63	166.87	3,031.28	2,000.00	2,000.00	15,000.00	13,000.00	13,000.00
Lease Interest Revenue	002-00-48140-000-000	0.00	0.00	0.00	2,644.00	0.00	6,318.00	0.00	0.00	(6,318.00)
<b>FUND 48 TOTAL</b>		<b>6,192.39</b>	<b>1,546.63</b>	<b>166.87</b>	<b>5,675.28</b>	<b>2,000.00</b>	<b>8,318.00</b>	<b>52,100.00</b>	<b>36,940.00</b>	<b>6,682.00</b>
<b>CHANGE</b>		<b>(17,824.00)</b>	<b>(4,645.76)</b>	<b>(1,379.76)</b>	<b>5,508.41</b>	<b>(3,675.28)</b>	<b>6,318.00</b>			
<b>Transfer from Sanitary Sewer</b>										
Note Premium	002-00-49150-000-000	0.00	0.00	0.05	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUE</b>		<b>2,529,337.66</b>	<b>2,426,312.88</b>	<b>1,527,300.55</b>	<b>1,780,977.40</b>	<b>1,023,181.95</b>	<b>1,058,857.95</b>	<b>1,188,270.00</b>	<b>151,928.05</b>	<b>92,312.05</b>
<b>CHANGE</b>		<b>34,481.67</b>	<b>(103,024.78)</b>	<b>(899,012.33)</b>	<b>253,676.85</b>	<b>(757,795.45)</b>	<b>(722,119.45)</b>	<b>(592,707.40)</b>		

EXPENSES										
<b>Debt Service</b>										
Debt Serv-1,125,000 TAN	002-00-58218-012-000	0.00	0.00	14,615.00	(7,242.00)	0.00	0.00	0.00	0.00	0.00
2,900,000-2020 Principal	002-00-58221-010-000	122,296.50	131,355.50	1,607,972.50	0.00	0.00	0.00	0.00	0.00	0.00
2,900,000-2020 Interest	002-00-58221-012-000	67,790.31	63,323.42	25,587.35	0.00	0.00	0.00	0.00	0.00	0.00
SDWL Loan Principal	002-00-58222-010-000	51,374.84	52,505.09	53,660.20	54,840.72	56,047.22	56,047.22	57,280.26	1,233.04	1,233.04
SDWL Loan Interest	002-00-58222-012-000	16,044.00	14,898.31	13,922.50	12,330.98	11,509.22	11,509.22	10,262.62	(1,246.60)	(1,246.60)
4,425,000-2021 Principal	002-00-58245-010-000	0.00	0.00	0.00	265,000.00	280,000.00	280,000.00	285,000.00	5,000.00	5,000.00
4,425,000-2021 Interest	002-00-58245-012-000	0.00	0.00	0.00	34,297.22	20,200.00	20,200.00	14,550.00	(5,650.00)	(5,650.00)
2021 GOPN Issuance Costs	002-00-58245-099-000	0.00	0.00	35,580.67	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 58 TOTAL</b>		<b>257,505.65</b>	<b>262,082.32</b>	<b>1,751,338.22</b>	<b>359,226.92</b>	<b>367,756.44</b>	<b>367,756.44</b>	<b>367,092.88</b>	<b>(663.56)</b>	<b>(663.56)</b>
<b>CHANGE</b>		<b>168,580.56</b>	<b>4,576.67</b>	<b>1,489,255.90</b>	<b>(1,392,111.30)</b>	<b>8,529.52</b>	<b>0.00</b>			
<b>Water</b>										
Admin Salary/Wage	002-00-60000-001-003	47,516.72	50,020.00	36,972.19	48,382.30	59,529.16	59,529.16	66,339.08	6,809.92	6,809.92
Labor Salary/Wage	002-00-60000-001-004	44,548.85	49,339.84	55,734.88	53,163.25	52,977.28	51,385.28	54,648.56	1,671.28	3,263.28

Admin WRS	002-00-60000-003-003	3,096.13	3,463.11	1,953.45	1,732.70	3,350.01	3,350.01	3,803.31	453.30	453.30
Labor WRS	002-00-60000-003-004	2,686.04	3,332.17	3,885.59	2,216.87	3,602.46	3,494.20	3,716.10	113.64	221.90
Audit GASB 68 & 71	002-00-60000-003-006	8,050.00	(79.00)	(9,479.00)	(4,918.00)	0.00	0.00	0.00	0.00	0.00
Admin FICA/Medicare	002-00-60000-004-003	3,408.59	3,775.90	2,744.44	2,341.43	4,553.98	4,553.98	5,074.95	520.97	520.97
Labor FICA/Medicare	002-00-60000-004-004	3,299.86	3,675.02	4,231.81	2,531.43	4,052.75	3,930.97	4,249.19	196.44	318.22
Admin Fringe Benefits	002-00-60000-005-003	15,296.81	14,927.15	7,292.09	6,342.37	11,959.62	11,959.62	12,748.11	788.49	788.49
Labor Fringe Benefits	002-00-60000-005-004	7,165.87	7,613.47	10,690.98	6,021.59	10,963.34	10,139.62	11,631.25	667.91	1,491.63
Supplies	002-00-60000-006-000	4,722.11	6,346.05	3,053.05	5,706.82	6,000.00	6,000.00	5,000.00	(1,000.00)	(1,000.00)
Audit	002-00-60000-009-000	7,966.36	5,518.64	7,920.38	(4,886.89)	8,000.00	8,000.00	8,000.00	0.00	0.00
Education/Conf/Travel	002-00-60000-011-000	3,860.37	1,183.79	1,997.38	2,444.79	2,000.00	2,000.00	1,000.00	(1,000.00)	(1,000.00)
Outside Services	002-00-60000-014-000	14,888.18	19,103.55	21,481.26	24,289.62	25,000.00	25,000.00	20,000.00	(5,000.00)	(5,000.00)
New Meters and Equipment	002-00-60000-015-000	9,860.41	3,903.93	12,498.19	7,560.53	13,000.00	13,000.00	15,000.00	2,000.00	2,000.00
Fuel	002-00-60000-016-000	7,003.86	4,559.02	6,206.96	8,842.18	8,000.00	8,000.00	10,000.00	2,000.00	2,000.00
Maintenance/Parts	002-00-60000-022-000	1,782.08	1,842.01	2,714.52	2,676.51	3,000.00	3,000.00	3,000.00	0.00	0.00
Depreciation	002-00-60000-024-000	198,827.00	236,943.00	252,765.00	262,107.00	0.00	0.00	0.00	0.00	0.00
Tools/Equipment	002-00-60000-025-000	0.00	1,295.12	1,224.49	636.00	1,500.00	1,500.00	1,000.00	(500.00)	(500.00)
Workers Compensation	002-00-60000-026-000	1,572.22	1,500.00	3,410.94	2,282.79	2,700.00	2,700.00	3,000.00	300.00	300.00
Liability Insurance	002-00-60000-030-000	1,900.00	2,084.00	0.00	1,510.98	2,000.00	2,000.00	2,200.00	200.00	200.00
Property Insurance	002-00-60000-031-000	3,234.00	5,053.95	10,586.85	0.00	5,300.00	5,300.00	6,000.00	700.00	700.00
Auto Insurance	002-00-60000-032-000	976.00	0.00	0.00	961.53	1,000.00	1,000.00	1,100.00	100.00	100.00
Health Reimbursement	002-00-60000-033-000	0.00	0.00	0.00	1,285.70	1,701.00	1,701.00	2,511.00	810.00	810.00
Payment in Lieu of Taxes	002-00-60000-035-000	59,883.00	68,773.00	66,051.00	62,674.00	68,773.00	68,773.00	68,773.00	0.00	0.00
Building Maintenance	002-00-60000-039-000	1,963.04	1,457.99	1,062.30	1,299.99	2,000.00	2,000.00	2,000.00	0.00	0.00
Powers/Utilities/Power	002-00-60000-043-000	18,373.23	27,714.17	24,804.79	30,858.13	33,000.00	33,000.00	35,000.00	2,000.00	2,000.00
Capital Outlay	002-00-60000-047-000	0.00	0.00	8,200.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation Contribution	002-00-60000-048-000	115,803.00	115,803.00	115,998.00	116,192.00	0.00	0.00	0.00	0.00	0.00
Repairs and Hydrants	002-00-60000-051-000	3,452.00	29,490.28	12,112.44	263.63	20,000.00	20,000.00	10,000.00	(10,000.00)	(10,000.00)
Purchase-Ashwaubenon	002-00-60000-061-005	114,729.14	104,444.51	114,394.61	132,109.53	100,000.00	100,000.00	125,000.00	25,000.00	25,000.00
Purchase-GBWU	002-00-60000-061-006	286,600.47	352,606.14	366,674.16	348,669.59	375,000.00	375,000.00	375,000.00	0.00	0.00
Purchase-Lawrence	002-00-60000-061-007	0.00	0.00	0.00	2,080.83	4,000.00	4,000.00	15,000.00	11,000.00	11,000.00
Chemicals	002-00-60000-062-000	517.89	704.63	549.11	1,212.00	1,000.00	1,000.00	1,000.00	0.00	0.00
Engineering	002-00-60000-078-000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Regulatory Comm Expense	002-00-60000-089-000	1,305.58	1,153.10	1,241.78	1,053.28	1,300.00	1,300.00	1,300.00	0.00	0.00
Amorization of Premium	002-00-60000-429-000	0.00	0.00	(3,745.00)	(25,858.79)	0.00	0.00	0.00	0.00	0.00
<b>FUND 60 TOTAL</b>		<b>994,288.81</b>	<b>1,127,547.54</b>	<b>1,145,228.64</b>	<b>1,103,785.69</b>	<b>835,262.60</b>	<b>832,616.84</b>	<b>873,094.55</b>	<b>37,831.95</b>	<b>40,477.71</b>
<b>CHANGE</b>		<b>88,934.34</b>	<b>133,258.73</b>	<b>17,681.10</b>	<b>(41,442.95)</b>	<b>(268,523.09)</b>	<b>(2,645.76)</b>			
<b>TOTAL EXPENSES</b>		<b>1,251,794.46</b>	<b>1,389,629.86</b>	<b>2,896,566.86</b>	<b>1,463,012.61</b>	<b>1,203,019.04</b>	<b>1,200,373.28</b>	<b>1,240,187.43</b>	<b>37,168.39</b>	
<b>CHANGE</b>		<b>257,514.90</b>	<b>137,835.40</b>	<b>1,506,937.00</b>	<b>(1,433,554.25)</b>	<b>(259,993.57)</b>	<b>(2,645.76)</b>	<b>(222,825.18)</b>		
<b>NET</b>		<b>1,277,543.20</b>	<b>1,036,683.02</b>	<b>(1,369,266.31)</b>	<b>317,964.79</b>	<b>(179,837.09)</b>	<b>(141,515.33)</b>	<b>(51,917.43)</b>		<b>51,834.34</b>

**2024 SANITARY SEWER FUND (003)**

ACCOUNT	ACCOUNT NUMBER	2019	2020	2021	2022	2023 BUDGET	AMEND 2023 BUDGET	2024 BUDGET	CHANGE FR ORIG 2023	CHANGE FR AMEND 2023
<b>REVENUES</b>										
<b>Revenues</b>										
Depreciation	003-00-40300-000-000	(12,959.00)	(14,282.00)	(15,514.00)	(16,563.00)	0.00		0.00	0.00	
<b>Special Assessments</b>										
Customer Contributions	003-00-42100-000-000	0.00	266,952.15	602,944.72	775,232.15	0.00		0.00	0.00	
<b>Public Charges for Service</b>										
Metered Sales-Residential	003-00-46101-000-000	947,287.75	1,036,182.31	1,090,668.02	1,122,972.37	1,003,664.07		1,140,000.00	136,335.93	
Metered Sales-Commercial	003-00-46102-000-000	83,599.03	90,324.22	120,082.73	122,380.61	95,130.70		110,000.00	14,869.30	
Metered Sales-Industrial	003-00-46103-000-000	186,155.01	133,432.72	89,520.96	106,484.70	112,966.26		130,000.00	17,033.74	
Public Authority Sewer	003-00-46104-000-000	6,855.67	5,660.55	7,127.94	7,404.96	6,423.10		6,500.00	76.90	
Metered Sales-Multi Family	003-00-46106-000-000	261,666.58	302,549.16	340,388.37	361,775.76	298,299.20		375,000.00	76,700.80	
<b>FUND 46 TOTAL</b>		<b>1,485,564.04</b>	<b>1,568,148.96</b>	<b>1,647,788.02</b>	<b>1,721,018.40</b>	<b>1,516,483.33</b>		<b>1,761,500.00</b>	<b>245,016.67</b>	
<b>CHANGE</b>		<b>183,753.47</b>	<b>82,584.92</b>	<b>79,639.06</b>	<b>73,230.38</b>	<b>(204,535.07)</b>		<b>245,016.67</b>		
<b>Intergovernmental Charges for Services</b>										
Forfeited Discounts	003-00-47001-000-000	7,672.59	5,327.53	7,376.86	7,407.28	6,000.00		5,000.00	(1,000.00)	
Hook Up Fees Collected	003-00-47401-000-000	11,500.00	13,600.00	11,600.00	18,300.00	5,000.00		5,000.00	0.00	
Sewer Inspection Fees	003-00-47402-000-000	3,996.00	5,067.00	3,328.00	5,655.00	3,500.00		3,000.00	(500.00)	
Other Sewer Revenue	003-00-47404-000-000	5,741.76	5,741.76	5,741.76	5,741.76	4,500.00		4,500.00	0.00	
Principal Forgiveness	003-00-47405-000-000	0.00	0.00	105,618.67	0.00	0.00		0.00	0.00	
<b>FUND 47 TOTAL</b>		<b>28,910.35</b>	<b>29,736.29</b>	<b>133,665.29</b>	<b>37,104.04</b>	<b>19,000.00</b>		<b>17,500.00</b>	<b>(1,500.00)</b>	
<b>CHANGE</b>		<b>(41,861.46)</b>	<b>825.94</b>	<b>103,929.00</b>	<b>(96,561.25)</b>	<b>(18,104.04)</b>		<b>(1,500.00)</b>		
<b>Miscellaneous Revenues</b>										
Interest on Accounts	003-00-48110-000-000	1,865.91	452.35	62.99	2,001.80	4,000.00		1,750.00	(2,250.00)	
<b>Miscellaneous Revenues</b>										
Note Proceeds	003-00-49140-000-000	0.00	0.00	0.00	895,000.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>		<b>1,503,381.30</b>	<b>1,851,007.75</b>	<b>2,368,947.02</b>	<b>3,413,793.39</b>	<b>1,539,483.33</b>		<b>1,780,750.00</b>	<b>241,266.67</b>	
<b>CHANGE</b>		<b>(325,554.64)</b>	<b>347,626.45</b>	<b>517,939.27</b>	<b>1,044,846.37</b>	<b>(1,874,310.06)</b>		<b>241,266.67</b>		

**EXPENSES**

<b>EXPENSES</b>										
<b>Debt Service</b>										
2010-1,300,000 Ref Prin	003-00-58219-010-000	22,500.00	22,500.00	94,500.00	0.00	0.00		0.00	0.00	
2010-1,300,000 Ref Int	003-00-58219-012-000	4,415.75	3,730.75	1,585.62	0.00	0.00		0.00	0.00	
2011-2,900,000 GORB Prin	003-00-58221-010-000	12,703.50	13,644.50	167,027.50	0.00	0.00		0.00	0.00	
2011-2,900,000 GORB Int	003-00-58221-012-000	7,047.68	6,580.58	2,618.40	0.00	0.00		0.00	0.00	
2012-5,000,000 GORB Prin	003-00-58225-010-000	105,000.00	110,000.00	110,000.00	1,020,000.00	0.00		0.00	0.00	
2012-5,000,000 GORB Int	003-00-58225-012-000	36,305.58	33,349.33	31,415.50	19,852.16	0.00		0.00	0.00	
2021-4,425,000 GO Prin	003-00-58245-010-000	0.00	0.00	0.00	45,000.00	110,000.00		55,000.00	(55,000.00)	
2021-4,425,000 GO Int	003-00-58245-012-000	0.00	0.00	0.00	5,294.45	32,048.19		1,850.00	(30,198.19)	
2021 GOPN Issue Costs	003-00-58245-099-000	0.00	0.00	7,330.68	0.00	0.00		0.00	0.00	
2022-8,460,000 GOPN Prin	003-00-58247-010-000	0.00	0.00	0.00	0.00	170,000.00		120,000.00	(50,000.00)	
2022-8,460,000 GOPN Prin	003-00-58247-012-000	0.00	0.00	0.00	0.00	17,125.00		20,287.50	3,162.50	
2022 GOPN Issue Costs	003-00-58247-099-000	0.00	0.00	0.00	14,042.29	0.00		0.00	0.00	
1999 Ash Intercept Prin	003-00-58303-010-000	100,896.07	104,932.63	109,133.52	0.00	0.00		0.00	0.00	
1999 Ash Intercept Int	003-00-58303-012-000	14,237.61	10,082.05	2,462.16	0.00	0.00		0.00	0.00	
2005 Duck Cr Int Prin	003-00-58304-010-000	119,676.70	124,822.80	130,190.18	0.00	141,627.25		147,717.22	6,089.97	
2005 Duck Cr Int Int	003-00-58304-012-000	37,299.34	31,994.24	22,242.86	37,563.69	19,066.79		12,976.82	(6,089.97)	
1992 GBMSD Principal	003-00-58305-010-000	0.00	4,673.95	0.00	0.00	0.00		0.00	0.00	
2020 Duck Cr Int Prin	003-00-58306-010-000	0.00	0.00	0.00	0.00	34,357.59		35,285.24	927.65	
2020 Duck Cr Int Int	003-00-58305-012-000	0.00	0.00	0.00	0.00	22,640.61		21,712.96	(927.65)	
<b>FUND 58 TOTAL</b>		<b>460,082.23</b>	<b>466,310.83</b>	<b>678,506.42</b>	<b>1,141,752.59</b>	<b>546,865.43</b>		<b>414,829.74</b>	<b>(132,035.69)</b>	
<b>CHANGE</b>		<b>341,104.63</b>	<b>6,228.60</b>	<b>212,195.59</b>	<b>463,246.17</b>	<b>(594,887.16)</b>		<b>(132,035.69)</b>		
<b>Other Financing Uses</b>										

Transfer to General Fund	003-00-59001-000-000	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00		19,739.14	(20,260.86)	
<b>FUND 59 TOTAL</b>		<b>40,000.00</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>40,000.00</b>		<b>19,739.14</b>	<b>(20,260.86)</b>	
<b>CHANGE</b>		<b>40,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>(20,260.86)</b>		
<b>Sanitary Sewer</b>										
Admin Salary/Wage	003-00-62000-001-003	46,593.39	47,206.20	39,358.07	57,149.94	68,867.35		75,957.40	7,090.05	
Labor Salary/Wage	003-00-62000-001-004	30,691.40	35,621.25	41,252.05	35,787.57	67,382.08		71,108.16	3,726.08	
Admin WRS	003-00-62000-003-003	3,035.55	3,341.17	2,536.38	2,310.68	3,984.99		4,457.35	472.36	
Labor WRS	003-00-62000-003-004	1,997.27	2,380.86	2,885.30	1,589.40	4,581.99		2,579.63	(2,002.36)	
Audit GASB 68 & 71	003-00-62000-003-006	8,521.00	(11.00)	(8,806.00)	(5,033.00)	0.00		0.00	0.00	
Admin FICA/Medicare	003-00-62000-004-003	3,341.77	3,584.72	2,867.08	2,953.32	5,268.37		5,810.72	542.35	
Labor FICA/Medicare	003-00-62000-004-004	2,265.68	2,621.31	3,123.45	1,811.12	5,154.74		5,439.80	285.06	
Admin Fringe Benefits	003-00-62000-005-003	13,284.15	13,099.04	9,295.20	8,408.19	15,001.66		16,914.38	1,912.72	
Labor Fringe Benefits	003-00-60000-005-004	6,169.70	5,975.58	9,008.71	4,817.35	14,497.27		16,376.44	1,879.17	
Supplies	003-00-60000-006-000	4,398.81	7,234.14	3,511.21	6,291.93	6,000.00		6,000.00	0.00	
Audit	003-00-62000-009-000	5,310.91	3,679.09	5,292.75	(4,035.99)	0.00		0.00	0.00	
Education/Conf/Travel	003-00-62000-011-000	0.00	0.00	71.23	11,454.15	500.00		1,000.00	500.00	
Outside Services	003-00-62000-014-000	52,005.08	75,020.49	51,501.12	39,813.89	40,000.00		45,000.00	5,000.00	
Fuel	003-00-62000-016-000	6,968.11	4,559.02	6,206.96	8,842.18	8,500.00		9,000.00	500.00	
Depreciation	003-00-62000-024-000	253,743.00	267,047.00	286,630.00	301,547.00	0.00		0.00	0.00	
Workers Compensation	003-00-62000-026-000	1,865.24	2,589.87	7,570.44	6,848.37	6,100.00		6,700.00	600.00	
Liability Insurance	000-00-62000-030-000	2,000.00	2,189.00	0.00	1,648.34	1,700.00		2,000.00	300.00	
Property Insurance	003-00-62000-031-000	400.00	561.55	1,209.65	0.00	900.00		1,100.00	200.00	
Auto Insurance	003-00-62000-032-000	876.00	0.00	0.00	686.81	700.00		800.00	100.00	
Health Reimbursement	003-00-62000-033-000	0.00	0.00	0.00	1,285.70	1,971.00		3,231.00	1,260.00	
Payment in Lieu of Taxes	003-00-62000-035-000	2,443.00	2,949.00	2,989.00	3,955.00	3,000.00		4,000.00	1,000.00	
Facilities Maintenance	003-00-62000-039-000	5,054.90	9,113.84	2,218.90	5,110.79	5,200.00		5,200.00	0.00	
Utilities	003-00-62000-040-000	1,314.06	0.00	0.00	0.00	0.00		0.00	0.00	
Power For Pumping	003-00-62000-043-000	7,105.33	8,377.13	6,142.65	7,219.40	8,000.00		8,000.00	0.00	
Capital Outlay	003-00-62000-047-000	0.00	0.00	15,532.75	0.00	0.00		0.00	0.00	
Lawrence Purchase	003-00-62000-061-007	0.00	0.00	0.00	1,998.65	3,000.00		20,000.00	17,000.00	
Engineering	003-00-62000-078-000	0.00	3,370.00	0.00	166.00	2,000.00		2,000.00	0.00	
GBMSD Treatment	003-00-62000-080-000	680,969.92	799,741.42	779,018.73	779,161.03	750,000.00		850,000.00	100,000.00	
Interceptor Lease	003-00-62000-081-000	1,049.21	1,049.21	0.00	0.00	0.00		0.00	0.00	
CMAR Sewer Replacement	003-00-62000-102-000	0.00	0.00	0.00	0.00	12,000.00		12,000.00	0.00	
Amortization of Premium	003-00-62000-429-000	0.00	0.00	(539.00)	(4,091.08)	0.00		0.00	0.00	
<b>FUND 62 TOTAL</b>		<b>1,141,403.48</b>	<b>1,301,299.89</b>	<b>1,268,876.63</b>	<b>1,277,696.74</b>	<b>1,034,309.45</b>		<b>1,174,674.88</b>	<b>140,365.43</b>	<b>0.00</b>
<b>CHANGE</b>		<b>77,510.35</b>	<b>159,896.41</b>	<b>(32,423.26)</b>	<b>8,820.11</b>	<b>(243,387.29)</b>		<b>140,365.43</b>		
<b>TOTAL EXPENSES</b>		<b>1,641,485.71</b>	<b>1,807,610.72</b>	<b>1,987,383.05</b>	<b>2,459,449.33</b>	<b>1,621,174.88</b>		<b>1,609,243.76</b>	<b>(11,931.12)</b>	
<b>CHANGE</b>		<b>647,206.15</b>	<b>166,125.01</b>	<b>179,772.33</b>	<b>472,066.28</b>	<b>(838,274.45)</b>		<b>(11,931.12)</b>		
<b>NET</b>		<b>(138,104.41)</b>	<b>43,397.03</b>	<b>381,563.97</b>	<b>954,344.06</b>	<b>(81,691.55)</b>		<b>171,506.24</b>		<b>0.00</b>

**2024 STORM WATER FUND (007)**

ACCOUNT	ACCOUNT NUMBER	2019	2020	2021	2022	2023 BUDGET	AMEND 2023 BUDGET	2024 BUDGET	CHANGE FR ORIG 2023	CHANGE FR AMEND 2023
<b>REVENUES</b>										
<b>Special Assessments</b>										
Customer Contributions	007-00-42100-000-000	139,373.37	642,300.78	28,421.50	524,008.41	0.00		0.00	0.00	
<b>Intergovernmental Revenue</b>										
Brown County Bridge Fund	007-00-43550-000-000	31,751.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>Licenses and Permits</b>										
Storm Water Bldg Permits	007-00-44300-000-000	1,900.00	2,000.00	1,800.00	4,100.00	2,000.00		2,000.00	0.00	
<b>Public Charges for Service</b>										
Storm Water Revenue	007-00-46101-000-000	505,415.07	516,671.32	528,948.51	484,215.14	491,250.44		495,903.01	4,652.57	
<b>Miscellaneous Revenues</b>										
Interest on Accounts	007-00-48110-000-000	13,105.12	3,135.07	352.33	6,059.52	5,000.00		15,000.00	10,000.00	
<b>Transfer from Sanitary Sewer</b>										
Transfer from St Water Fund	007-00-49007-000-000	0.00	0.00	133,108.00	0.00	0.00		0.00	0.00	
Bond Proceeds	007-00-49120-000-000	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Bond Premium	007-00-49130-000-000	0.00	1,196.75	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>		<b>691,544.56</b>	<b>1,165,303.92</b>	<b>692,630.34</b>	<b>1,018,383.07</b>	<b>498,250.44</b>		<b>512,903.01</b>	<b>14,652.57</b>	
<b>CHANGE</b>		<b>(398,377.72)</b>	<b>473,759.36</b>	<b>(472,673.58)</b>	<b>325,752.73</b>	<b>(520,132.63)</b>		<b>14,652.57</b>		

**EXPENSES**

<b>Debt Service</b>										
2,965,000-2020 Principal	007-00-58243-010-000	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
2,965,000-2020 Interest	007-00-58243-012-000	0.00	984.87	1,276.00	1,128.27	1,375.00		1,375.00	0.00	
2,965,000-2020 Issue Costs	007-00-58243-099-000	0.00	3,196.75	0.00	0.00	0.00		0.00	0.00	
<b>FUND 58 TOTAL</b>		<b>0.00</b>	<b>4,181.62</b>	<b>1,276.00</b>	<b>1,128.27</b>	<b>1,375.00</b>		<b>1,375.00</b>	<b>0.00</b>	
<b>CHANGE</b>		<b>0.00</b>	<b>4,181.62</b>	<b>(2,905.62)</b>	<b>(147.73)</b>	<b>246.73</b>		<b>0.00</b>		
<b>Other Financing Uses</b>										
Transfer to Capital	007-00-59004-000-000	0.00	116,393.00	0.00	0.00	113,783.00		192,758.00	78,975.00	
<b>FUND 59 TOTAL</b>		<b>0.00</b>	<b>116,393.00</b>	<b>0.00</b>	<b>0.00</b>	<b>113,783.00</b>		<b>192,758.00</b>	<b>78,975.00</b>	
<b>CHANGE</b>		<b>0.00</b>	<b>116,393.00</b>	<b>(116,393.00)</b>	<b>0.00</b>	<b>113,783.00</b>		<b>78,975.00</b>		
<b>Storm Water</b>										
Admin Salary/Wage	007-00-64000-001-003	43,770.83	40,726.04	51,492.24	56,325.59	62,752.13		69,435.36	6,683.23	
Labor Salary/Wage	007-00-64000-001-004	21,663.64	26,155.54	32,029.78	32,307.16	41,787.20		44,772.80	2,985.60	
Admin WRS	007-00-64000-003-003	2,851.47	2,821.88	2,933.62	2,690.05	3,985.01		4,457.36	472.35	
Labor WRS	007-00-64000-003-004	1,409.00	1,757.99	2,232.10	1,174.74	2,841.52		3,044.55	203.03	
Audit GASB 68 & 71	007-00-64000-003-006	8,290.00	269.00	(8,467.00)	(4,962.00)	8,000.00		8,000.00	0.00	
Admin FICA/Medicare	007-00-64000-004-003	3,140.58	3,104.40	3,706.64	3,077.09	3,196.71		5,311.82	2,115.11	
Labor FICA/Medicare	007-00-64000-004-004	1,592.68	1,932.71	2,400.33	1,335.49	4,553.98		3,425.06	(1,128.92)	
Admin Fringe Benefits	007-00-64000-005-003	11,116.61	8,826.85	10,917.26	10,015.65	15,001.67		15,823.25	821.58	
Labor Fringe Benefits	007-00-64000-005-004	3,922.00	4,788.61	7,817.29	3,944.07	7,525.03		8,809.14	1,284.11	
Supplies	007-00-64000-006-000	1,732.68	3,040.48	1,614.70	2,153.37	2,500.00		2,500.00	0.00	
Audit	007-00-64000-009-000	2,204.55	1,550.45	2,187.37	(1,922.15)	2,000.00		3,500.00	1,500.00	
Education/Conf/Travel	007-00-64000-011-000	418.29	2,325.00	1,215.00	520.83	1,500.00		1,500.00	0.00	
Outside Services	007-00-64000-013-000	23,748.52	36,281.32	47,587.81	34,164.63	40,000.00		30,000.00	(10,000.00)	
New Equipment	007-00-64000-015-000	291.50	522.94	351.36	1,945.50	2,000.00		2,000.00	0.00	
Fuel	007-00-64000-016-000	9,640.10	5,971.68	8,329.70	10,983.71	11,000.00		11,000.00	0.00	
Vehicle Maintenance	007-00-64000-021-000	9,714.37	23,196.18	13,145.90	16,284.65	15,000.00		15,000.00	0.00	
Maintenance	007-00-64000-022-000	83.57	3,148.28	1,846.94	2,785.05	5,000.00		5,000.00	0.00	
Depreciation	007-00-64000-024-000	109,033.00	141,817.00	161,145.50	178,067.00	0.00		0.00	0.00	
Workers Compensation	007-00-64000-026-000	1,865.24	2,000.00	7,570.44	7,609.30	8,000.00		8,000.00	0.00	
Liability Insurance	007-00-64000-030-000	400.00	0.00	0.00	0.00	0.00		0.00	0.00	
Auto Insurance	007-00-64000-032-000	400.00	0.00	0.00	0.00	0.00		0.00	0.00	
Health Reimbursement	007-00-64000-033-000	0.00	0.00	0.00	1,154.53	1,971.00		1,971.00	0.00	



Equipment Rental	007-00-64000-044-000	5,667.19	2,281.50	7,408.06	7,312.73	8,500.00		8,500.00	0.00	
2019 Drain Imp 2320-19-02	007-00-64000-047-192	0.00	0.01	0.00	0.00	0.00		0.00	0.00	
Storm Water 2320-20-04	007-00-64000-047-204	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Autumn Joy 2320-22-01	007-00-64000-047-221	0.00	0.00	0.00	6,548.56	0.00		0.00	0.00	
22 St & Drain 2320-22-02	007-00-64000-047-222	0.00	0.00	0.00	57.50	0.00		0.00	0.00	
Street Sweeping	007-00-64000-054-000	6,980.00	8,487.00	6,055.25	9,469.49	11,000.00		11,000.00	0.00	
County Bridge Aid	007-00-64000-056-000	0.00	4,015.44	375.91	0.00	0.00		0.00	0.00	
Engineering	007-00-64000-078-000	0.00	0.00	1,423.99	5,698.82	4,000.00		4,000.00	0.00	
St & Drain 2320-18-02	007-00-64000-078-182	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
St Water 2320-19-02	007-00-64000-078-192	0.00	592.50	0.00	0.00	0.00		0.00	0.00	
Culvert Replacement	007-00-64000-083-000	1,923.00	0.00	(12,561.47)	1,249.92	30,000.00		20,000.00	(10,000.00)	
Repair and Maintenance	007-00-64000-088-000	0.00	112.00	110,345.45	0.00	80,000.00		30,000.00	(50,000.00)	
Tax Adjustments	007-00-64000-096-000	2,342.78	(556.17)	(1,922.48)	0.00	0.00		0.00	0.00	
<b>FUND 64 TOTAL</b>		<b>274,201.60</b>	<b>325,168.63</b>	<b>461,181.69</b>	<b>389,991.28</b>	<b>372,114.25</b>		<b>317,050.34</b>	<b>(55,063.91)</b>	<b>0.00</b>
<b>CHANGE</b>		<b>(2,477.21)</b>	<b>50,967.03</b>	<b>136,013.06</b>	<b>(71,190.41)</b>	<b>(17,877.03)</b>		<b>(55,063.91)</b>		
<b>TOTAL EXPENSES</b>		<b>274,201.60</b>	<b>445,743.25</b>	<b>462,457.69</b>	<b>391,119.55</b>	<b>487,272.25</b>		<b>511,183.34</b>	<b>23,911.09</b>	
<b>CHANGE</b>		<b>(2,477.21)</b>	<b>171,541.65</b>	<b>16,714.44</b>	<b>(71,338.14)</b>	<b>96,152.70</b>		<b>23,911.09</b>		
<b>NET</b>		<b>417,342.96</b>	<b>719,560.67</b>	<b>230,172.65</b>	<b>627,263.52</b>	<b>10,978.19</b>		<b>1,719.67</b>		<b>0.00</b>

**2024 TAX INCREMENT DISTRICT FUND #1 (008)**

ACCOUNT	ACCOUNT NUMBER	2019	2020	2021	2022	2023 BUDGET	AMEND 2023 BUDGET	2024 BUDGET	CHANGE FR ORIG 2023	CHANGE FR AMEND 2023
<b>REVENUES</b>										
<b>Taxes</b>										
Taxes	008-00-41111-000-000	2,703,275.25	2,950,212.04	3,245,580.82	3,076,603.96	3,739,567.07		4,275,756.45	536,189.38	
<b>Intergovernmental Revenue</b>										
Personal Property State Aid	008-00-43410-000-000	6,631.00	0.00	0.00	0.00	0.00		0.00	0.00	
Exempt Computer Aid	008-00-43430-000-000	1,434.78	1,434.78	1,434.78	1,434.78	1,438.78		1,434.78	(4.00)	
<b>Licenses and Permits</b>										
Reimbursements	008-00-44941-000-000	5,692.80	3,000.00	79,796.56	0.00	0.00		0.00	0.00	
<b>Miscellaneous Revenues</b>										
Interest on Accounts	008-00-48110-000-000	37,328.58	14,110.86	883.65	61,306.69	60,000.00		60,000.00	0.00	
Land Sales	008-00-48300-000-000	5,001.00	0.00	2,000.00	5,000.00	0.00		0.00	0.00	
Bond Proceeds	008-00-49120-000-000	0.00	620,000.00	3,425,000.00	0.00	0.00		0.00	0.00	
Bond Premium	008-00-49130-000-000	0.00	0.00	60,515.00	0.00	0.00		0.00	0.00	
Note Proceeds	008-00-49140-000-000	0.00	7,008,310.00	110,851.26	7,565,000.00	0.00		0.00	0.00	
Note Premium	008-00-49150-000-000	0.00	12,254.15	15,000.00	237,713.60	0.00		0.00	0.00	
Marketplace Debt #1	008-00-49160-000-000	110,851.26	110,941.26	0.00	110,851.16	110,851.16		110,851.16	0.00	
Marketplace Debt #2	008-00-49161-000-000	0.00	15,000.00	0.00	15,000.00	15,000.00		15,000.00	0.00	
Hobart Crossing 4 Loan	008-00-49162-000-000	0.00	0.00	0.00	3,000.00	10,887.48		31,549.92	20,662.44	
Team 1848 Loan	008-00-49163-000-000	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Scott's Subs Loan	008-00-49164-000-000	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Bayland Builders Payment	008-00-49165-000-000	0.00	0.00	0.00	0.00	146,250.00		156,250.00	10,000.00	
<b>TOTAL REVENUE</b>		<b>2,870,214.67</b>	<b>10,735,263.09</b>	<b>6,941,062.07</b>	<b>11,075,910.19</b>	<b>4,083,994.49</b>		<b>4,650,842.31</b>	<b>566,847.82</b>	
<b>CHANGE</b>		<b>(3,152,110.56)</b>	<b>7,865,048.42</b>	<b>(3,794,201.02)</b>	<b>4,134,848.12</b>	<b>(6,991,915.70)</b>		<b>566,847.82</b>		

**EXPENSES**

<b>Debt Service</b>										
2010-1,895,000 Principal	008-00-58220-010-000	120,000.00	1,010,000.00	0.00	0.00	0.00		0.00	0.00	
2010-1,895,000 Interest	008-00-58220-012-000	47,487.50	39,199.84	0.00	0.00	0.00		0.00	0.00	
2012-5,000,000 GORB Prin	008-00-58225-010-000	170,000.00	175,000.00	180,000.00	1,640,000.00	0.00		0.00	0.00	
2012-5,000,000 GORB Int	008-00-58225-012-000	60,172.50	55,428.75	50,547.50	31,797.40	0.00		0.00	0.00	
2014-1,110,000 GOPN Prin	008-00-58228-010-000	103,288.00	123,945.00	123,945.00	247,890.00	0.00		0.00	0.00	
2014-1,110,000 GOPN Int	008-00-58228-012-000	20,377.56	16,726.38	12,295.35	4,970.21	0.00		0.00	0.00	
2014-3,780,000 GORB Prin	008-00-58229-010-000	87,525.00	93,360.00	99,195.00	105,030.00	110,865.00		204,225.00	93,360.00	
2014-3,780,000 GORB Int	008-00-58229-012-000	64,831.22	62,295.92	59,454.28	56,285.87	52,776.11		47,832.41	(4,943.70)	
2014-1,090,000 GORB Prin	008-00-58233-010-000	0.00	0.00	110,000.00	110,000.00	115,000.00		120,000.00	5,000.00	
2014-1,090,000 GORB Int	008-00-58233-012-000	31,250.00	31,250.00	29,517.50	26,025.00	22,396.25		18,577.50	(3,818.75)	
2015-2,540,000 TAX GO Pr	008-00-58234-010-000	100,000.00	105,000.00	0.00	0.00	0.00		0.00	0.00	
2015-2,540,000 TAX GO In	008-00-58234-012-000	5,425.00	1,837.50	0.00	0.00	0.00		0.00	0.00	
2016-1,790,000 GORB Prin	008-00-58236-010-000	55,000.00	60,000.00	60,000.00	60,000.00	60,000.00		65,000.00	5,000.00	
2016-1,790,000 GORB Int	008-00-58236-012-000	17,655.00	16,102.50	14,482.50	12,862.50	11,242.50		9,538.75	(1,703.75)	
2016-1,500,000 STF Prin	008-00-58237-010-000	59,688.76	61,643.42	63,935.39	66,173.12	68,489.18		70,776.81	2,287.63	
2016-1,500,000 STF Int	008-00-58237-012-000	51,162.50	49,207.74	46,915.87	44,678.14	42,362.08		40,074.45	(2,287.63)	
2017A-4,065,000 GOPN Pr	008-00-58239-010-000	100,000.00	75,000.00	75,000.00	200,000.00	200,000.00		300,000.00	100,000.00	
2017A-4,065,000 GOPN In	008-00-58239-012-000	56,000.00	54,250.00	52,750.00	50,000.00	46,000.00		41,000.00	(5,000.00)	
2017B-2,140,000 GOPN Pr	008-00-58240-010-000	150,000.00	125,000.00	125,000.00	0.00	0.00		0.00	0.00	
2017B-2,140,000 GOPN Pr	008-00-58240-012-000	5,625.00	3,437.50	1,187.50	0.00	0.00		0.00	0.00	
2018A-2,715,000 Bonds Pr	008-00-58241-010-000	0.00	100,000.00	100,000.00	105,000.00	110,000.00		115,000.00	5,000.00	
2018A-2,715,000 Bonds In	008-00-58241-012-000	90,250.00	88,625.00	85,375.00	82,043.75	78,550.00		74,893.75	(3,656.25)	
2018B-1,015,000 Bonds Pr	008-00-58242-010-000	0.00	100,000.00	100,000.00	105,000.00	110,000.00		110,000.00	0.00	
2018B-1,015,000 Bonds In	008-00-58242-012-000	38,052.37	30,885.00	27,885.00	24,810.00	21,530.00		18,065.00	(3,465.00)	
2020-2,965,000 GO Prin	008-00-58243-010-000	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
2020-2,965,000 GO Int	008-00-58243-012-000	0.00	0.00	8,762.00	7,750.00	7,750.00		7,750.00	0.00	

2020 GO Issuance Costs	008-00-58243-099-000	0.00	19,339.82	0.00	0.00	0.00	0.00	0.00	0.00
2020-1,190,000 Tax GOPN Pr	008-00-58244-010-000	0.00	0.00	145,000.00	0.00	150,000.00	150,000.00	150,000.00	0.00
2020-1,190,000 Tax GOPN In	008-00-58244-012-000	0.00	0.00	16,362.97	13,462.50	12,525.00	10,650.00	(1,875.00)	
2020 GOPN Issuance Costs	008-00-58244-099-000	0.00	52,718.79	0.00	0.00	0.00	0.00	0.00	
2021-4,425,000 GOPN Prin	008-00-58245-010-000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2021-4,425,000 GOPN Int	008-00-58245-012-000	0.00	0.00	0.00	47,466.74	36,357.50	36,357.50	0.00	
2021 GOPN Issuance Costs	008-00-58245-099-000	0.00	0.00	62,604.75	0.00	0.00	0.00	0.00	
2021-2,340,000 Tax GOPN Pr	008-00-58246-010-000	0.00	0.00	0.00	120,000.00	120,000.00	120,000.00	0.00	
2021-2,340,000 Tax GOPN In	008-00-58246-012-000	0.00	0.00	0.00	5,393.33	3,870.00	3,480.00	(390.00)	
2021 GOPN Issuance Costs	008-00-58246-099-000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2022-8,460,000 GOPN Prin	008-00-58247-010-000	0.00	0.00	0.00	0.00	175,000.00	195,000.00	20,000.00	
2022-8,460,000 GOPN Int	008-00-58247-012-000	0.00	0.00	19,311.10	0.00	296,867.08	215,106.25	(81,760.83)	
2022 GOPN Issuance Costs	008-00-58247-099-000	0.00	0.00	0.00	151,192.63	0.00	0.00	0.00	
<b>FUND 58 TOTAL</b>		<b>1,433,790.41</b>	<b>2,550,253.16</b>	<b>1,669,526.71</b>	<b>3,317,831.19</b>	<b>1,851,580.70</b>	<b>1,973,327.42</b>	<b>121,746.72</b>	
<b>CHANGE</b>		<b>83,886.84</b>	<b>1,116,462.75</b>	<b>(880,726.45)</b>	<b>1,648,304.48</b>	<b>(1,466,250.49)</b>	<b>121,746.72</b>		
<b>TID #1</b>									
Admin Salary/Wage	008-00-68000-001-003	13,639.79	12,631.50	13,961.48	19,400.36	21,957.29	25,136.00	3,178.71	
TID #1 Hourly	008-00-68000-001-004	0.00	0.00	971.98	1,699.46	0.00	0.00	0.00	
Admin WRS	008-00-68000-003-003	888.68	903.24	942.60	1,086.29	1,421.33	1,659.38	238.05	
TID #1 Hourly WRS	008-00-68000-003-004	0.00	0.00	0.00	71.65	0.00	0.00	0.00	
Admin FICA/Medicare	008-00-68000-004-003	970.40	969.27	970.78	1,186.32	5,268.37	1,922.89	(3,345.48)	
TID #1 Hourly FICA/Medicare	008-00-68000-004-004	0.00	0.00	72.77	124.05	0.00	0.00	0.00	
Admin Fringe Benefits	008-00-68000-005-003	3,247.00	2,380.83	2,975.44	3,456.68	15,001.66	4,746.79	(10,254.87)	
TID #1 Hourly Fringe Benefits	008-00-68000-005-004	0.00	0.00	0.00	173.02	0.00	0.00	0.00	
Marketing/Supply	008-00-68000-006-000	11,094.50	8,044.50	1,175.50	1,613.33	3,000.00	2,000.00	(1,000.00)	
TID #1 Audit	008-00-68000-009-000	0.00	0.00	0.00	31,173.53	0.00	10,000.00	10,000.00	
Outside Services	008-00-68000-014-000	0.00	0.00	0.00	16,510.50	20,000.00	20,000.00	0.00	
Insurance-Health Reimburse	008-00-68000-033-000	0.00	0.00	0.00	291.72	396.00	396.00	0.00	
Capital Outlay	008-00-68000-047-000	634,601.58	2,228,430.67	5,245.41	1,252.22	0.00	0.00	0.00	
Founders/Larson Road	008-00-68000-047-164	(17,218.75)	(1,918.84)	(5,425.00)	0.00	0.00	0.00	0.00	
C/O 2320-18-01	008-00-68000-047-181	1,021,839.95	188,803.20	(6,930.28)	0.00	0.00	0.00	0.00	
2019 In-Line Booster Upgr	008-00-68000-047-185	402,899.65	0.00	0.00	0.00	0.00	0.00	0.00	
2018 Orn Light Pr 2320-18-06	008-00-68000-047-186	2,179.95	1,000.00	0.00	0.00	0.00	0.00	0.00	
N Overland Utility 2320-20-01	008-00-68000-047-201	0.00	0.00	553,292.95	0.00	0.00	0.00	0.00	
29VV Interchange 2320-20-02	008-00-68000-047-202	0.00	411,300.07	1,459,132.02	1,461,324.46	0.00	0.00	0.00	
CCB Waterloo 2320-20-03	008-00-68000-047-203	0.00	599,282.64	(6,256.00)	0.00	0.00	0.00	0.00	
Blackb Ridge 2320-20-07	008-00-68000-047-207	0.00	136,865.62	107,933.97	(11,635.36)	0.00	0.00	0.00	
N Overland Byp 2320-20-08	008-00-68000-047-208	0.00	135,709.30	(27,228.92)	0.00	0.00	0.00	0.00	
21 St & Drain 2320-21-01	008-00-68000-047-211	0.00	0.00	31,994.71	0.00	0.00	0.00	0.00	
21 St & Drain 2320-21-02	008-00-68000-047-212	0.00	0.00	1,055,256.86	(558.48)	0.00	0.00	0.00	
22 St & Drain 2320-22-02	008-00-68000-047-222	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
22 Centerline Con 2320-22-03	008-00-68000-047-223	0.00	0.00	0.00	3,840,151.94	0.00	0.00	0.00	
Increment Payment	008-00-68000-053-000	827,886.24	1,027,415.69	1,292,744.26	1,172,385.45	1,344,050.81	1,405,731.58	61,680.77	
Developer Payment	008-00-68000-057-000	550,000.00	403,775.48	2,875,141.00	663,568.26	628,568.26	628,568.26	0.00	
Engineering	008-00-68000-078-000	0.00	7,707.35	2,048.25	506.04	0.00	0.00	0.00	
Development 17-02	008-00-68000-078-172	2,060.71	0.00	0.00	0.00	0.00	0.00	0.00	
Water Tower Proj 2320-18-01	008-00-68000-078-181	58,015.75	17,465.45	6,930.28	0.00	0.00	0.00	0.00	
Cent Centre Park 2320-18-03	008-00-68000-078-183	1,491.25	480.00	0.00	0.00	0.00	0.00	0.00	
2019 Inline Boost 2320-18-05	008-00-68000-078-185	54,909.83	0.00	0.00	0.00	0.00	0.00	0.00	
Orn Street Light 2320-18-06	008-00-68000-078-186	2,350.68	0.00	0.00	0.00	0.00	0.00	0.00	
N Overland Util 2320-20-01	008-00-68000-078-201	18,496.93	26,125.74	0.00	454.75	0.00	0.00	0.00	
29VV Interchange 2320-20-02	008-00-68000-078-202	7,755.81	38,475.74	49.00	0.00	0.00	0.00	0.00	
CCB Waterloo 2320-20-03	008-00-68000-078-203	8,292.36	85,175.31	6,256.02	0.00	0.00	0.00	0.00	
Blackb Ridge 2320-20-07	008-00-68000-078-207	0.00	887.64	0.00	104.00	0.00	0.00	0.00	

N Overland Byp 2320-20-08	008-00-68000-078-208	0.00	0.00	11,378.53	0.00	0.00		0.00	0.00	
21 St & Drain 2320-21-01	008-00-68000-078-211	0.00	0.00	10,857.86	0.00	0.00		0.00	0.00	
21 St & Drain 2320-21-02	008-00-68000-078-212	0.00	0.00	51,716.47	0.00	0.00		0.00	0.00	
2021 Ornamental Lighting	008-00-68000-078-222	0.00	0.00	6,512.75	12,797.25	0.00		0.00	0.00	
Centerline Ext 2320-22-02	008-00-68000-078-222	0.00	0.00	1,132.60	0.00	0.00		0.00	0.00	
<b>FUND 62 TOTAL</b>		<b>3,605,402.31</b>	<b>5,331,910.40</b>	<b>7,452,853.29</b>	<b>7,217,137.44</b>	<b>2,039,663.72</b>		<b>2,100,160.90</b>	<b>60,497.18</b>	<b>0.00</b>
<b>CHANGE</b>		<b>488,760.12</b>	<b>1,726,508.09</b>	<b>2,120,942.89</b>	<b>(235,715.85)</b>	<b>(5,177,473.72)</b>		<b>(5,116,976.54)</b>		
<b>TOTAL EXPENSES</b>		<b>5,039,192.72</b>	<b>7,882,163.56</b>	<b>9,122,380.00</b>	<b>10,534,968.63</b>	<b>3,891,244.42</b>		<b>4,073,488.32</b>	<b>182,243.90</b>	<b>0.00</b>
<b>CHANGE</b>		<b>572,646.96</b>	<b>2,842,970.84</b>	<b>1,240,216.44</b>	<b>1,412,588.63</b>	<b>(6,643,724.21)</b>		<b>182,243.90</b>		
<b>NET</b>		<b>(2,168,978.05)</b>	<b>2,853,099.53</b>	<b>(2,181,317.93)</b>	<b>540,941.56</b>	<b>192,750.07</b>		<b>577,353.99</b>		<b>0.00</b>

## 2024 TAX INCREMENT DISTRICT FUND #2 (009)

ACCOUNT	ACCOUNT NUMBER	2019	2020	2021	2022	2023 BUDGET	AMEND 2023 BUDGET	2024 BUDGET	CHANGE FR ORIG 2023	CHANGE FR AMEND 2023
<b>REVENUES</b>										
<b>Taxes</b>										
Taxes	009-00-41111-000-000	928,709.66	1,286,245.15	1,483,651.04	1,635,404.67	2,290,551.35		2,242,657.34	(47,894.01)	
<b>Intergovernmental Revenue</b>										
Personal Property State Aid	009-00-43410-000-000	1,986.76	0.00	0.00	0.00	0.00		0.00	0.00	
Exempt Computer Aid	009-00-43430-000-000	326.89	326.89	326.89	326.90	1,434.78		1,434.78	0.00	
Reimbursement	009-00-44942-000-000	0.00	0.00	0.00	7,858.37	0.00		0.00	0.00	
<b>Miscellaneous Revenues</b>										
Interest on Accounts	009-00-48110-000-000	4,387.80	1,711.83	417.18	2,676.46	3,000.00		1,500.00	(1,500.00)	
Land Sales	009-00-48300-000-000	25,431.07	11,401.00	0.00	53,235.90	0.00		0.00	0.00	
Bond Proceeds	009-00-49120-000-000	0.00	1,835,000.00	0.00	0.00	0.00		0.00	0.00	
Bond Premium	009-00-49130-000-000	0.00	78,167.95	0.00	0.00	0.00		0.00	0.00	
Note Proceeds	009-00-49140-000-000	0.00	0.00	1,620,000.00	0.00	0.00		0.00	0.00	
Note Premium	009-00-49150-000-000	0.00	0.00	6,949.80	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>		<b>960,515.29</b>	<b>3,212,525.93</b>	<b>3,111,018.02</b>	<b>1,699,502.30</b>	<b>2,294,986.13</b>		<b>2,245,592.12</b>	<b>(49,394.01)</b>	
<b>CHANGE</b>		<b>251,890.46</b>	<b>2,252,010.64</b>	<b>(101,507.91)</b>	<b>(1,411,515.72)</b>	<b>595,483.83</b>		<b>(49,394.01)</b>		

## EXPENSES

<b>Debt Service</b>										
2014-1,110,000 GOPN Prin	009-00-58228-010-000	21,712.00	26,055.00	26,055.00	52,110.00	0.00		0.00	0.00	
2014-1,110,000 GOPN Int	009-00-58228-012-000	4,283.62	3,516.12	2,584.65	1,044.80	0.00		0.00	0.00	
2014-3,780,000 GORB Prin	009-00-58229-010-000	62,475.00	66,640.00	70,805.00	74,970.00	79,135.00		145,775.00	66,640.00	
2014-3,780,000 GORB Int	009-00-58229-012-000	46,276.27	44,466.58	42,438.22	40,176.62	37,671.38		34,142.59	(3,528.79)	
2015-2,540,000 TAX GO Pr	009-00-58234-010-000	100,000.00	95,000.00	100,000.00	100,000.00	100,000.00		75,000.00	(25,000.00)	
2015-2,540,000 TAX GO In	009-00-58234-012-000	52,707.50	49,295.00	46,007.50	42,882.50	39,882.50		37,201.25	(2,681.25)	
2016-1,790,000 GORB Prin	009-00-58236-010-000	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00		20,000.00	0.00	
2016-1,790,000 GORB Int	009-00-58236-012-000	20,695.00	20,155.00	19,615.00	19,075.00	18,535.00		17,990.00	(545.00)	
2017A-4,065,000 GOPN Pr	009-00-58239-010-000	0.00	100,000.00	100,000.00	170,000.00	170,000.00		175,000.00	5,000.00	
2017A-4,065,000 GOPN In	009-00-58239-012-000	26,225.00	25,225.00	23,225.00	20,525.00	17,125.00		13,675.00	(3,450.00)	
2017B-2,140,000 GOPN Pr	009-00-58240-010-000	0.00	0.00	1,590,000.00	0.00	0.00		0.00	0.00	
2017B-2,140,000 GOPN Pr	009-00-58240-012-000	34,185.00	34,185.00	25,638.75	0.00	0.00		0.00	0.00	
2020-2,965,000 GO Prin	009-00-58243-010-000	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
2020-2,965,000 GO Int	009-00-58243-012-000	0.00	0.00	41,490.59	36,700.00	36,700.00		36,700.00	0.00	
2020 GO Issuance Costs	009-00-58243-099-000	0.00	57,195.82	0.00	0.00	0.00		0.00	0.00	
2021-2,340,000 Tax GOPN Pr	009-00-58246-010-000	0.00	0.00	0.00	150,000.00	155,000.00		160,000.00	5,000.00	
2021-2,340,000 Tax GOPN In	009-00-58246-012-000	0.00	0.00	0.00	22,251.66	16,711.25		16,197.50	(513.75)	
2023A-4,900,000 GOCDB Pr	009-00-58248-010-000	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
2023A-4,900,000 GOCDB In	009-00-58248-012-000	0.00	0.00	0.00	0.00	0.00		176,059.03	176,059.03	
2023A GOCDB Issuance Costs	009-00-58248-099-000	0.00	0.00	43,450.00	0.00	0.00		0.00	0.00	
<b>FUND 58 TOTAL</b>		<b>388,559.39</b>	<b>541,733.52</b>	<b>2,151,309.71</b>	<b>749,735.58</b>	<b>690,760.13</b>		<b>907,740.37</b>	<b>216,980.24</b>	
<b>CHANGE</b>		<b>(16,341.24)</b>	<b>153,174.13</b>	<b>1,609,576.19</b>	<b>(1,401,574.13)</b>	<b>(58,975.45)</b>		<b>216,980.24</b>		
<b>TID #2</b>										
Admin Salary/Wage	009-00-68000-001-003	13,639.79	12,631.46	13,961.47	19,400.36	21,957.31		25,136.00	3,178.69	
TID #2 Hourly	009-00-68000-001-004	0.00	0.00	972.45	1,699.94	0.00		0.00	0.00	
Admin WRS	009-00-68000-003-003	888.68	903.24	942.60	1,086.29	1,421.33		1,659.38	238.05	
TID #2 Hourly WRS	009-00-68000-003-004	0.00	0.00	0.00	71.65	0.00		0.00	0.00	
Admin FICA/Medicare	009-00-68000-004-003	970.40	969.27	970.78	1,186.32	1,679.73		1,922.91	243.18	
TID #2 Hourly FICA/Medicare	009-00-68000-004-004	0.00	0.00	72.81	124.08	0.00		0.00	0.00	
Admin Fringe Benefits	009-00-68000-005-003	3,247.00	2,380.83	2,975.44	3,456.68	4,517.74		4,746.77	229.03	
TID #2 Hourly Fringe Benef	009-00-68000-005-004	0.00	0.00	0.00	173.02	0.00		0.00	0.00	
Marketing/Supply	009-00-68000-006-000	11,094.50	2,716.50	1,115.50	1,613.35	2,500.00		2,000.00	(500.00)	
Audit	009-00-69000-009-000	0.00	0.00	0.00	11,071.87	0.00		12,000.00	12,000.00	

Outside Services	009-00-68000-014-000	8,486.03	27,568.94	7,784.50	13,102.50	10,000.00		10,000.00	0.00	
Ins-Health Reimbursement	009-00-68000-033-000	0.00	0.00	0.00	291.73	396.00		396.00	0.00	
Capital Outlay	009-00-68000-047-000	1,204.94	(9,001.82)	60,027.52	97,295.16	0.00		0.00	0.00	
Camber Court 2320-18-07	009-00-68000-047-187	298,366.60	0.00	0.00	0.00	0.00		0.00	0.00	
Fernado Dr Wat 2320-18-08	009-00-68000-047-188	10,673.00	0.00	0.00	0.00	0.00		0.00	0.00	
Southwind Culvert 2320-20-05	009-00-68000-047-205	0.00	220,625.61	(12,441.50)	0.00	0.00		0.00	0.00	
Southwind Estates 2320-20-06	009-00-68000-047-206	0.00	933,416.79	506,557.75	(114,934.25)	0.00		0.00	0.00	
Autumn Joy 2320-22-01	009-00-68000-047-221	0.00	0.00	0.00	330,386.11	0.00		0.00	0.00	
Gateway (Volante) 2320-23-02	009-00-68000-047-232	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Increment Payment	009-00-68000-053-000	0.00	404,746.24	611,396.74	651,799.99	720,275.43		606,439.94	(113,835.49)	
Developer Payment	009-00-68000-057-000	380,949.67	0.00	0.00	100,000.00	0.00		0.00	0.00	
Engineering	009-00-68000-078-000	1,465.36	993.57	2,778.25	226.00	0.00		0.00	0.00	
Camber Court 2320-18-07	009-00-68000-078-187	35,943.96	(5,697.25)	0.00	0.00	0.00		0.00	0.00	
Fernado Dr Wat 2320-18-08	009-00-68000-078-188	1,484.45	0.00	0.00	0.00	0.00		0.00	0.00	
Southwind Culvert 2320-20-05	009-00-68000-078-205	0.00	89,776.73	0.00	2,232.77	0.00		0.00	0.00	
Southwind Estates 2320-20-06	009-00-68000-078-206	0.00	55,091.16	40,324.50	2,777.33	0.00		0.00	0.00	
Autumn Joy 2320-22-01	009-00-68000-078-221	0.00	0.00	5,835.38	49,987.09	0.00		0.00	0.00	
Gateway (Volante) 2320-23-02	009-00-68000-078-232	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TID #2 Bond Issuance Costs	009-00-69000-099-000	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>FUND 62 TOTAL</b>		<b>768,414.38</b>	<b>1,737,121.27</b>	<b>1,243,274.19</b>	<b>1,173,047.99</b>	<b>762,747.54</b>		<b>664,301.00</b>	<b>(98,446.54)</b>	<b>0.00</b>
<b>CHANGE</b>		<b>(900,346.54)</b>	<b>968,706.89</b>	<b>(493,847.08)</b>	<b>(70,226.20)</b>	<b>(410,300.45)</b>		<b>(98,446.54)</b>		
<b>TOTAL EXPENSES</b>		<b>1,156,973.77</b>	<b>2,278,854.79</b>	<b>3,394,583.90</b>	<b>1,922,783.57</b>	<b>1,453,507.67</b>		<b>1,572,041.37</b>	<b>118,533.70</b>	
<b>CHANGE</b>		<b>(916,687.78)</b>	<b>1,121,881.02</b>	<b>1,115,729.11</b>	<b>(1,471,800.33)</b>	<b>(469,275.90)</b>		<b>118,533.70</b>		
<b>NET</b>		<b>(196,458.48)</b>	<b>933,671.14</b>	<b>(283,565.88)</b>	<b>(223,281.27)</b>	<b>841,478.46</b>		<b>673,550.75</b>		<b>0.00</b>

VILLAGE OF  
**HOBART**  
GREATNESS IS GROWING  
**MEMORANDUM**



**TO:** Village Administrator, Village Board  
**FROM:** Jerry Lancelle, Public Works Director  
**RE:** Disposal of old flail mower in exchange for Brine pre-wet system  
**DATE:** December 19, 2023

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In early 2023 the board approved the purchase of a new flail mower for ditch mowing to replace the existing Alamo flail mower which was in need of major repairs. A new mower was purchased and put onto service and the old mower is in storage at the Public Works facility.

Recently one of the crewmembers proposed an exchange, he currently has a tailgate pre-wet brine system and would like to exchange it for the used Alamo mower. The brine system is in almost new condition and can be installed on either of the two International plow trucks that currently do not have a pre-wet system on them. The installation can be done quickly as both trucks have the capability to operate a pre-wet system installed.

The old Alamo mower is in need of new driveshafts and a gearbox re-build to become operational again. The market for a mower in this condition is somewhere between \$500 to \$1,100, auction process vary widely.

Staff did not locate a used brine tank for pricing, new complete systems are \$3,000 to \$4,000 This type of system is not commonly sold separately, they normally are attached to the plow truck when sold.

The pre-wet system is valuable when temperatures drop below freezing and de-icing is necessary. The pre-wet salt will expedite the melting process sooner than dry salt applied to icy roads and will aid in keeping the salt from bouncing off dry ice.

Staff would recommend acquiring the pre-wet system for the exchange of the old Alamo flail mower.

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## STATEMENT OF WORK

This Statement of Work (this “**SOW**”) is entered into by and between **Amplitel Technologies, LLC**, a Wisconsin limited liability company with offices located at 240 West Wisconsin Avenue, Kaukauna, Wisconsin 54130 (“**us**”, “**our**”, “**we**” or “**Amplitel**”), and you, the entity who signs this document in the signature block below, electronically or otherwise (“**you**”, “**your**” or “**Customer**”). This SOW adopts and incorporates by reference the Master Services Agreement you entered into with us (the “**MSA**”). The effective date of this SOW is 1/1/2024 (the “**Effective Date**”).

The services described below (collectively, “**Services**”) will be all of the services performed by us for you under this SOW. All Services will be provided remotely or on site, at our discretion, at the address set forth below Customer’s signature block. The products described below (collectively, the “**Products**”) will be all of the products sold by us to you under this SOW. Services and Products that are not specifically described in this SOW will be out of the scope of work and will not be provided to you unless otherwise agreed to by us in writing.

## SCOPE OF WORK

- Amplitel will provide the following Services to Customer:
  - Amplitel ProManagedIT Services Agreement:
    - Incident Management/Help Desk
    - Employee Profile Moves, Adds and Changes
    - Office 365 Tenant Management
    - Remote Microsoft Patch Management
    - Remote Workstation Support and Maintenance for supported devices
    - Remote Network and Infrastructure Support and Maintenance for supported devices
    - Remote Server Support and Maintenance for supported devices
    - Remote Server Backups and Restores
    - Remote Firewall Management and Support
    - Remote Camera System Management Support
    - Remote Printer support for mapping related needs
    - Asset management for key network equipment and workstations
    - Assistance in working with vendors impacting IT related projects or services
    - Strategic Meetings/Onsite Support as needed at the discretion of Amplitel
    - Annual budget composition and project needs review
- All Services will be provided/supported between the hours of 8:00 AM and 4:30 PM CST/CDT, Monday through Friday, excluding all federally recognized holidays and observation days (the “**Services Window**”). Any Services requested to be provided/supported outside of the Services Window must be approved by Amplitel in writing and such Services outside the Services Window will incur additional costs.
- In the provision of Services under this SOW, Customer shall purchase, and Amplitel will sell to Customer, the following Products:

- Microsoft 365 Backups
  - Multifactor Authentication
  - Spam Filtering
  - Anti-Virus with Endpoint Detection and Response
  - Server Backups
  - Monitoring Agent
  - MDM
  - Auto-Elevation
  - Security Awareness Training
  - Amplitel Portal
  - Password Management Tool
  - E-mail signature management tool
  - Leased Firewalls
- Any Support and Maintenance offered as Services does not cover the operation or use of third-party hardware or software outside of that hardware or software as specifically described herein. By way of example only and not an exhaustive list of unsupported services: while we provide support for printer mapping, we do not provide support for other printer issues such as interrupted network connectivity or poor output quality.
  - The Products list in non-exclusive, and Amplitel reserves the right to adjust, replace, or modify the Products required to complete the Services.

**ALL PRODUCTS ARE PROVIDED “AS-IS” AND WITHOUT ANY WARRANTY WHATSOEVER AS BETWEEN AMPLITEL AND CUSTOMER. ANY MANUFACTURER WARRANTY ON PRODUCTS ARE BETWEEN CUSTOMER AND SUCH THIRD-PARTY MANUFACTURER.**

### **CUSTOMER OBLIGATIONS**

Customer shall:

- Cooperate with Amplitel in all matters relating to the Services and Products and provide access to its premises, and such other accommodations or facilities as may be reasonably requested by Amplitel for purposes of performing the Services.
- Respond promptly to any request to provide directions, information, approvals, or decisions by Amplitel that are reasonably necessary for Amplitel to perform the Services under this SOW.
- Maintain and obtain all necessary licenses and consents in relation to the Services before the date the Services are to start, and to obtain all necessary consents to perform the Services.
- Customer must provide all software installation media and key codes in the event of a failure.
- Customer must provide us with exclusive administrative privileges on all hardware identified by Amplitel.

- Customer must not affix or install any accessory, addition, upgrade, equipment or device on to the firewall or NAS appliances (other than electronic data) unless expressly approved in writing by Amplitel.

### **TERM; TERMINATION**

The Services will commence, and billing will begin, on the Effective Date and shall continue for a period of eight (8) months (the “**Service Term**”), unless terminated sooner by us as provided below. This Agreement shall automatically renew for successive twelve (12) month terms (each also a Service Term) unless you notify us no less than sixty (60) days prior to the end of the current Service Term that you will not renew this Agreement. We will provide you with notice prior to the commencement of the 60-day period notifying you of your right not to renew this Agreement.

We may terminate this Agreement at any time upon sixty (60) days written notice to you. However, in the event that (a) Customer-supplied equipment, hardware, or software, or any action undertaken by Customer, causes the Environment or any part thereof to malfunction requiring remediation by us on three (3) or more occasions, and Customer fails to replace, repair, or remedy such malfunction or Customer activity as directed by Amplitel, or (b) Customer or its employees, agents, contractors, or representatives engage in any unacceptable act or behavior that renders it impractical, imprudent, or unreasonable to provide Services, then Amplitel, in our discretion, have the right to terminate any SOW and other agreement between us upon ten (10) days written notice, or, amend the applicable SOW to eliminate from coverage any software or equipment causing the malfunction.

You may terminate this Agreement at any time upon sixty (60) days written notice to Amplitel in the event that Amplitel fails to provide you with the Services in a commercially reasonable manner and has failed to cure after written notice of such failure and documented attempts to reconcile these failures between us have been made on three (3) or more occasions. After such attempts to cure and reconcile, you may terminate the SOW and MSA, provided, however, you will pay for Microsoft services and license for the Microsoft Term, and all other services and licenses that are unable to be ceased by Amplitel or otherwise terminated on behalf of the Customer through the end of the Microsoft Term or other service or license term, as applicable. You may also terminate this Agreement at any time upon sixty (60) days written notice for convenience, provided that you pay all fees and costs for the Services for the Services Term, all costs for Products leased or ordered through the termination date, and for Microsoft services and license for the Microsoft Term, and all other services and licenses that are unable to be ceased by Amplitel or otherwise terminated on behalf of the Customer through the end of the Microsoft Term or other service or license term, as applicable.

### **ASSUMPTIONS / MINIMUM REQUIREMENTS**

The scheduling, fees and provision of the Services and Products are based upon the following assumptions and minimum requirements (the “**Assumption and Minimum Requirements**”):

- Server hardware must be under current warranty coverage.
- All servers with unsupported or out of date Microsoft Windows operating systems must be updated from time to time as set forth in the SOW or as quoted by us from time to time during any Service Term.
- All desktop PCs and notebooks/laptops with Microsoft Windows operating systems must be running the most current version of Microsoft Windows Pro. All out-of-date or non-Pro edition systems must be updated and/or upgraded as provided in this SOW or as quoted by us from time to time during any Service Term.
- All server and desktop software must be genuine, licensed and vendor supported.
- A Fortinet Fortigate Firewall must be part of the network and sit between the internal network and the public internet. Should one not be in place, it shall be installed as provided in this SOW or as quoted by us from time to time during any Service Term.
- All servers must be connected to working UPS devices. If a UPS device is not in place for each server, it shall be installed as provided in this SOW or as quoted by us from time to time during any Service Term.
- Recovery coverage assumes data integrity of the backups or the data stored on the backup media. We do not guarantee the integrity of the backups or the data stored on the backup media. Server restoration will be to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, we will bill this work at our standard time and materials rates.
- Additional Users must be communicated to Amplitel with at least 5 Business days’ notice prior to new user start date if no device purchase is required. If a device purchase is required 10 business days is required.
- Termination of users should be planned/coordinated in advance. If this is not possible, notice must be given to Amplitel within 24 hours of termination in order to ensure security steps are taken in a timely manner.

Any costs associated with ensuring your Environment meets the Assumptions and Minimum Requirements described above are not included in this SOW and will be charged and billed to you separately. The failure of Amplitel to insist upon strict adherence of this section, on any occasion, shall not be considered a waiver of these Assumptions and Minimum Requirements or deprive Amplitel of the right thereafter to insist upon strict adherence to these terms.

The time periods to complete any required or recommended updates/upgrades are set forth in Addendum 2 to this SOW and are incorporated herein by reference.

#### **FEES FOR SERVICES AND PRODUCTS; FEE ADJUSTMENTS**

The fees and costs for the Services and Products will be invoiced to Customer as per the attached quote, subject to the Price Adjustment and Additional User Fee. The prices are exclusive of all sales, use, or excise taxes, or any similar taxes, which taxes shall be paid by Customer.

The fees and costs described in this SOW and on the attached quote will be adjusted on an annual basis (the “**Price Adjustment**”), effective on the first day of the applicable Service Term, which adjustment shall not be less than the annual percentage increase in the Consumer Price Index (the “**CPI**”) as published by the U.S. Bureau of Labor Statistics (the “**Bureau**”) or any successor entity to the Bureau, in either case multiplied by the pricing as indicated in Exhibit B. In the event that the Bureau no longer publishes the CPI, a comparable index reasonably accepted in the industry will be used. If the aggregate Price Adjustment is greater of than a three percent (3%) annual increase over the prior year, we will provide you written notice of price changes at least sixty (60) days prior notice to the applicable Service Term and, if you do not wish to renew the applicable SOW and our MSA due to the Price Adjustment, you must notify us within thirty (30) days of receipt of the notice of our Price Adjustment.

If you request an additional user during any Service Term, the cost and fees associated with the additional user shall be in addition to the fees and costs for Services and Products per this SOW and the attached quote (the “**Additional User Fee**”). The Additional User Fee cannot be reduced or eliminated during a Service Term, even if your number of users changes. For clarity, you can add users, but you cannot remove users during the Service Term. Prorated fees may apply based on the dates of changes to counts. All Additional User Fees and associated costs will be quoted at the time of the request to add the additional user(s).

If you request an additional device during any Service Term, the cost and fees associated with the additional device shall be in addition to the fees and costs for Services and Products per this SOW and the attached quote (the “**Additional Device Fee**”). The Additional Device Fee cannot be reduced below the initial contracted SWO during the Service Term, even if your number of devices is lower than initially contracted. Prorated fees may apply based on the dates of changes to counts. All Additional Device Fees and associated costs will be quoted at the time of the request to add the additional device(s).

Notwithstanding the foregoing, we reserve the right to adjust our fees from time to time to maintain appropriate pricing for the Services based on count of users, devices, and other provided Products (an “**Interim Price Adjustment**”). We will provide you written notice of an Interim Price Adjustment at least thirty (30) days prior to such adjustment taking effect and, if you do not wish to renew the applicable SOW and our MSA due to the Interim Price Adjustment, you must notify us within ten (10) days of receipt of the notice of our Interim Price Adjustment. Notwithstanding the foregoing, you shall not have a right to terminate this SOW or the MSA if such Interim Price Adjustment is an Additional User Fee.

If you request additional Products or if additional Products are necessary for a new user or to meet a Minimum Requirements, the cost of such Products and the labor to install and/or support such Products are not included in this SOW and shall be an additional fee to you. All additional Products and associated costs (including labor costs) will be quoted at the time of the request to add the additional user(s) and/or to add the additional Product, and this SOW will be updated to reflect such changes.

**MISCELLANEOUS**

1. Counterparts. This SOW may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of which together shall constitute one and same agreement. Signatures delivered by facsimile, .pdf or other electronic means shall be considered an original signature for all purposes.

2. MSA. This SOW will be conducted in accordance with and be subject to the MSA and the terms and conditions of this SOW and, in the event of any direct conflict between this SOW and the MSA, this SOW shall control.

3. BYOD. Depending on the Service(s) being provided, portable devices or devices that intermittently connect to the Environment may not receive or benefit from the Services while the devices are detached from or unconnected to the Environment.

4. Addendums. Addendums are attached to this SOW and incorporates herein by reference in their entirety.

**Addendum 1 – Assumed Effective Date Counts:**

- Below are the assumed counts for supported users and devices based on initial assessment of needs for Managed Services. These counts are subject to change based on actual findings.
  - Contracted Microsoft G3 GCC User Count – 23
  - Contracted Microsoft Standard User Count - 28
  - Contracted Workstation Count – 50
  - Contracted MDC Count - 10
  - Contracted Leased Firewall Count – 4
  - Contracted Wireless Access Points (WAP's) Count - 11
  - Contacted Server Count -7
  - Contracted Server Backups Count – 7
  - Contracted Switch Count – 4
  - Contracted NVR Count – 2
  - Contracted Camera Count – 18

**Addendum 2 – Required Quoted Projects based on Minimum Requirements**

- Below is a list of required projects that will be quoted out and need to be completed to meet the Minimum Requirements of the SOW and MSA. These projects will need to be completed and all Minimum Requirements met in the time frame set forth below. You understand that if these project deadlines are not met by you, Amplitel may be unable to provide the Services or Products contemplated by this SOW, and Amplitel may (1) adjust the fees and costs to account for your failure to comply with the Minimum Requirements, and/or (2) terminate this SOW and the MSA.

<b>Project Description</b>	<b>Project Completion Date</b>
Onboarding Project	1/1/24 – 3/31/24
Network Segregation Project	1/1/24 – 3/31/24
New Host/Server and Backup Appliance	7/1/24 – 8/31/24
Review for Windows 11 Device Compatibility	1/1/24 – 3/31/24
Other Projects TBD	



**Addendum 3 – Additional Supported Users and Devices 2024 Pricing:**

<b>Addition Type</b>	<b>Addition Cost/Unit</b>
Premium User	\$95.00
Basic User	\$55.00
E-mail Only User	\$40.00
Workstation	\$25.00
MDC	\$25.00
Server	\$30.00
Server Backups	TBD based on storage size
Firewall	TBD based on device model
Switch	\$45.00
NAS/SAN	\$12.00
Wireless Access Point (WAP)	\$12.00
Camera	\$12.00
Network Video Recorder	\$45.00
Access Controller	\$2.00
Avaya Phone	\$2.00

**Addendum 4 – New Workstation Setup Pricing**

- Workstation setup will be completed at a rate of \$130/hour at Time and Materials
  - Less complex workstation setup will range from 3-4 Hours
  - More complex workstation setup will range from 4-6 Hours

**Addendum 5 – Effective Date List of Supported Users and Devices:**

- Below is a snapshot of both a list of the supported users and supported devices based on initial assessment of needs for the Services. These specified supported users and devices are subject to change based on actual findings and changes throughout the term period.
- This snapshot does not include an Additional User Fees or additional user Products.

**Microsoft G3 GCC Users**

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- 1 Angel Van Noie
- 2 Brent Olson
- 3 Brock Peters
- 4 Casey Breitzman
- 5 Chris Tremel
- 6 Dan Van Lanen
- 7 Don Hedrick
- 8 Gary Pieschek
- 9 George Peterson
- 10 Ian Schiefelbein
- 11 Jeff Kola
- 12 John Shimek
- 13 Jon Radke
- 14 Mark Stary
- 15 Melissa Tanke
- 16 Michael Renkas
- 17 Randy Radloff
- 18 Ron Jaeger
- 19 Ryan Peterson
- 20 Sam Schroeder
- 21 Sarah Manning
- 22 Sharon Diedrick
- 23 Zachary Cambray

**Microsoft Standard Users**

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- 1 Aaron Kramer
- 2 Amanda Wangerin
- 3 Blane Shepard
- 4 Board Room
- 5 Brian Ruechel
- 6 Chief L
- 7 Corbin Asbury
- 8 Dave Dillenburg
- 9 Dogs
- 10 Gavin H
- 11 Gregg Schreiber
- 12 Hobart Fire
- 13 Jerry Lancelle
- 14 Jim H
- 15 Kyle Ambrosius
- 16 Lisa Vanden Heuvel
- 17 Mary Smith
- 18 Rich Heidel
- 19 Robert L
- 20 Ryan Biese
- 21 Ryan D
- 22 Stacy Bell
- 23 Steve Reynen
- 24 Susan Davis
- 25 T Wood
- 26 Tammy Zittlow
- 27 Todd Gerbers
- 28 Vanya Koepke

**Workstations**

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1 TBD during Asset Documentation Process

- 2
- 3
- 4
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- 11
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**MDC**

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- 1 TBD during Asset Documentation Process
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

**Leased Firewall**

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- 1 To be Documented and Installed during Onboarding
- 2
- 3
- 4

**Wireless Access Points**

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- 1 TBD during Asset Documentation Process
- 2
- 3
- 4
- 5
- 6
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- 10
- 11

**Servers**

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1	HLPD-FileServer	
2	VOH-FileServer	
3	VOHMUNICRM	
4	fmcVOH01	
5	HLPDDC1	
6	Hobart - Shortel	
7	Hobart-mw	May retire
8	ISE-PIC	May retire
9	VOHDC1	
10	VOH-Auvik	Amplitel Monitoring Tool



**Images\Backups**

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1	HLPD-FileServer	
2	VOH-FileServer	
3	VOHMUNICRM	
4	fmcVOH01	
5	HLPDDC1	
6	Hobart - Shortel	
7	Hobart-mw	May retire
8	ISE-PIC	May retire
9	VOHDC1	
10	VOH-Auvik	Will not need backup

**Switches**

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- 1 TBD during Asset Documentation Process
- 2
- 3
- 4

**NVR's**

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- 1 TBD during Asset Documentation Process
- 2

**Cameras**

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- 1 TBD during Asset Documentation Process
- 2
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# Amplitel Technologies Master Services Agreement

This Master Services Agreement (this “Agreement”) is between **Amplitel Technologies, LLC**, a Wisconsin limited liability company with offices located at 240 West Wisconsin Avenue, Kaukauna, Wisconsin 54130 (“us”, “our”, “we” or “Amplitel”), and you, the entity who signs this document in the signature block below, electronically or otherwise (“you”, “your” or “Client”). This Agreement is effective as of the latest date of the signatures of the parties below (“Effective Date”).

- 1) **SCOPE OF SERVICES; SOW.** This is a master agreement that governs all services that we perform, as well as any licenses or products that we sell or re-sell to you (collectively, the “Services”). The Services will be described in one or more orders, proposals, or statements of work that we provide to you (each, a “SOW”). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will be governed under this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.
  
- 2) **GENERAL REQUIREMENTS.**
  - a) *System.* For the purposes of this Agreement, “Environment” means, collectively, the portion of any computer network, computer system, peripheral or device that we install, maintain, monitor, or operate pursuant to a SOW. The scope of a SOW, and the fees charged under a SOW, are generally determined by the configuration of the Environment as of the date that the SOW is signed. Therefore, to avoid a delay or negative impact on our provision of the Services, and to mitigate against certain potential costs involved in correcting Client-originated issues, you agree to refrain from modifying or moving the Environment, or installing software on the Environment, unless we expressly authorize such activity.
  - b) *Requirements.* At all times, all software in the Environment must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW (“Minimum Requirements”), you agree to do so as an ongoing requirement of us providing our Services to you.
  - c) *Maintenance; Updates.* If patches and other software-related maintenance updates (“Updates”) are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update.
  - d) *Third Party Support.* If in Amplitel’s discretion a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you all fees and costs associated with that process. If such fees or costs are anticipated in advance or exceed \$125, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise.
  - e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to the Services. (For example, our advice or directions may include increasing server or hard drive capacity or replacing obsolete equipment.) You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our advice. If, in our discretion, your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow Amplitel’s advice or directions, or your unauthorized modification of the System, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope and not covered under any SOW.
  - f) *Prioritization.* All Services will be performed on a schedule, and in a prioritized manner, as we determine reasonable and necessary.
  - g) *Authorized Contact(s).* Amplitel will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent (“Authorized Contacts”). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify Amplitel of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.
  - h) *Insurance.* If you are supplied with Amplitel Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. Amplitel must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the

applicable SOW without prior notification to Amplitel. Upon Amplitel's request, you agree to provide proof of insurance to Amplitel, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

- 3) **FEES; PAYMENT.** You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay us on an hourly basis pursuant to our then-current standard hourly rate schedule.
- a) *Schedule.* Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the provision of the Services. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided.
- b) *Nonpayment.* Fees that remain unpaid for more than fifteen (15) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 0.75% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within ninety (90) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.
- 4) **ACCESS.** You hereby grant to Amplitel the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment, on a 24x7x365 basis, for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Amplitel to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. Amplitel's personnel will not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern, or that would require extraordinary or non-industry standard efforts to achieve.
- 5) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**
- a) *Hardware / Software Purchased Through Amplitel.* Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through Amplitel ("Third Party Products") are nonrefundable once the applicable product is received from the product's manufacturer. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and third party service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between Amplitel and you (including but not limited to implied warranties).
- b) *Liability Limitations.* **This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement.** You acknowledge and agree that Amplitel would not enter into this Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to Amplitel), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations and indemnification obligations, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to Amplitel for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.
- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") incurred by the Indemnified Party that arise out of, or result from, (a)

bodily injury, death, or damage to real or intangible property resulting from, but only to the extent caused by, the negligent or willful acts or omissions of the Indemnifying Party, or (b) the Indemnifying Party's breach of this Agreement. Notwithstanding the foregoing, any Damages incurred by an Indemnified Party that are not paid by the Indemnified Party to a third party shall be subject to the limitation of damages set forth in paragraph 5 of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

- 7) **TERM; TERMINATION.** This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW will not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.
- a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if Amplitel decides to cease providing a service to all of its customers generally, then Amplitel may terminate an applicable SOW without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause and without Amplitel's consent, then you will be responsible for paying the termination fee described in Section 7(b), below. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.
- b) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If Amplitel terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date, then Amplitel shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to Amplitel had this Agreement or SOW (as applicable) remained in effect. If you terminate this Agreement or a SOW For Cause, then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.
- c) *Client Activity As A Basis for Termination.* In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the Environment or any part of the Environment to malfunction consequently requiring remediation by Amplitel on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair, or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then Amplitel will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- d) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
- e) *Equipment / Software Removal.* Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Amplitel-owned or Amplitel-licensed equipment or software (collectively, "Amplitel Equipment") is located to enable us to remove all Amplitel Equipment from the premises. If you fail or refuse to grant us access as described herein, or if any of the Amplitel Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Amplitel-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.
- f) *Repayment of Discounted Fees.* If you are provided with a price discount under a SOW based on your commitment to retain our Services for a minimum term and if, under that scenario, we terminate the SOW for cause or you terminate the SOW without cause, then in addition to any other remedy available to us, you agree to immediately pay us the difference between the discounted rates and the non-discounted rates under that SOW, calculated from the effective date of the SOW through the date of termination.
- g) *Transition; Deletion of Data.* In the event that you request Amplitel's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to Amplitel providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files,

administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement.** We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this Section 7(g).

#### 8) **RESPONSE; REPORTING.**

a) *Response.* We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW (“Response Time”), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 7:00 AM and 5:00 PM CST (or CDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to our network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions (“Client-Side Downtime”).

iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or “upstream” service or product vendors.

iv) Remedies; Limitations. Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

b) *Onboarding Exception.* You acknowledge and agree that for the first thirty (30) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities with you (the “Onboarding Exception”).

#### 9) **CONFIDENTIALITY.**

a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of Amplitel, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.

c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) *Compelled Disclosure.* If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.



10) **ADDITIONAL TERMS; THIRD PARTY SERVICES.**

- a) *EULAs.* Portions of the Services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.
- b) *Third Party Services.* Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services (“Third Party Service”). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to Amplitel or to you.
- c) *Data Loss.* Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.
- d) *BYOD.* Depending on the Service being provided, portable devices or devices that intermittently connect to the Environment may not receive or benefit from the Services while the devices are detached from or unconnected to the Environment.

11) **OWNERSHIP.** Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party.

12) **ARBITRATION.** Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the “Rules”). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in Kaukauna, Wisconsin. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys’ fees and costs.

13) **MISCELLANEOUS.**

- a) *Disclosure.* You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services. Similarly, if you are subject to responsibilities under any applicable privacy law (such as HIPAA), then you agree to identify to NFI any data or information subject to protection under that law prior to providing such information to NFI or, as applicable, prior to giving NFI access to such information.
- b) *Security.* You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed onto your System. We do not warrant or guarantee that all malware will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware (“Impacted Data”) will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. **You are strongly advised to obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a “best practice” scenario. As described in Section 5 above, unless such incidents are caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.**

- c) *Assignment*. Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.
- d) *Amendment*. Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by Amplitel, specifically refers to this Agreement or the SOW being amended, and is accepted in writing by one of your Authorized Contacts.
- e) *Time Limitations*. The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- f) *Severability*. If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- g) *Other Terms*. We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- h) *No Waiver*. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- i) *Merger*. This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement.
- j) *Force Majeure*. Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- k) *Non-Solicitation*. Each party acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, that party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees or subcontractors to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee or contractor of the other party to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this Section 13(k), the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the defaulting party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with the defaulting party (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the other party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.
- l) *Survival*. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- m) *Governing Law; Venue*. This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Wisconsin. You hereby irrevocably consent to the exclusive jurisdiction and venue of Outagamie County, Wisconsin for any and all claims and causes of action arising from or related to this Agreement.
- n) *No Third Party Beneficiaries*. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

- o) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- p) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Outagamie County, Wisconsin, such period will be extended to and through the next succeeding business day in Outagamie County, Wisconsin.
- q) *Notices; Writing Requirement.* Where any notice, amendment, or similar communication is required to be provided to a party under this Agreement, it may be sent by U.S. mail, overnight courier, or email and it will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email or immediately upon being acknowledged by the recipient (whichever is earlier). Notice sent by email must be sent to the last known email address of the recipient. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.
- r) *Independent Contractor.* We are an independent contractor; we are not your employer, employee, partner, or affiliate.
- s) *Subcontractors.* Generally, we do not utilize subcontractors to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves.
- t) *Data Access/Storage.* Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.
- u) *Counterparts.* The parties intend to sign, accept and deliver this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and deliver this Agreement, any SOW or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

14) **INSURANCE.** Amplitel shall procure and maintain such insurance as will protect against claims or loss which may arise out of claims, losses, expenses, or damages arising out of or in any way related to this Agreement from any cause or causes including, but not limited to, negligence, errors, omission, or strict liability, by anyone employed by Amplitel or by anyone for whose acts Amplitel may be liable. The policy shall provide a minimum of \$1,000,000 in coverage.

15) **Wis. Stat. § 893.80.** This Agreement is not intended to waive or limit Customer's statutory rights pursuant to Wis. Stat. § 893.80.

**AGREED AND ACCEPTED:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Amplitel Technologies, Inc.**

Client: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name / Position

Print Name / Position

\_\_\_\_\_

\_\_\_\_\_

Contact Information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_