Village of Somers
7511 12th Street
Somers, WI 53171

Village Work Session Meeting
Agenda
Tuesday, April 15, 2025
5:30 p.m.

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	President & Trustee Reports
3	Discuss and review proposed development agreement with Somers Gateway LLC
4	Review 2024 4th Quarter Financials
5	Review and Discuss proposed Resolution No. 2025-006, a Resolution to Amend the 2024 Village of Somers Adopted General Fund Budget
6	Review and Discuss 2024 Annual Report from Chief Andersen
7	Update on the Water Meter Replacement Program
8	Review and Discuss Request from Public Works Superintendent Sullivan and Fire Chief Andersen to sell assorted equipment at the Wisconsin Surplus Auction.
9	Discuss reappointment of David Barnes to the Board of Appeals for 3-year term expiring 06/01/2026
10	Review tentative agenda for Village Board meeting on April 22nd, 2025
11	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the April 15th, 2025 Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 11th day of April, 2025. Wendy Burnette, Clerk-Treasurer

Requests from person with disabilities who need assistance to participate in this meeting should be made to the Clerk's Office at 262-859-2822 with as much notice as possible. **Notice is hereby given that members of the Village Board may participate telephonically. Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken**.

Original Post Date: April 11th, 2025

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VILLAGE & TOWN
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VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: April 15th, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #3 Discuss and review proposed development agreement with Somers Gateway LLC

BACKGROUND:

In July of 2024, the Board conditionally approved the Somers Gateway project at the NE corner of CTH E and East Frontage Road. The project would include a fueling/gasoline service station with associated convenience store, restaurants and drive-throughs in addition to a hotel. Golden Oil will be constructing the convenience store and Dr. Bhatara constructing the hotel. As is the Village's standard practice, no permits to go vertical are issued until a development agreement is executed.

This fall, Golden Oil was granted a grading permit for the site. They were informed that while allowed without a development agreement they were moving forward at their own risk as a development agreement had not been executed. They choose to move forward.

On January 7th, the Board was given updates on all our development in the Village. The Board expressed concern that we have not heard from the Hotel Developer. Administration was informed that no more early start permits should be granted until the Village had received assurances that the Hotel was still coming.

On February 4th, the Board was given an update regarding progress that has been made with the Hotel Developer and the discussions with Golden Oil regarding possible TID Assistance from TID #8. As you may recall, both Golden Oil and the Hotel project indicated that they would be asking for TID assistance. In their first draft, Golden Oil had requested approximately $7 million in TID assistance from TID #8. This is not possible within this district for three reasons. One, the increment created by the hotel and convenience store does not create enough increment. Two, the remaining years on TID #8 does not support that high of repayment. Three, TID #8 was to be the contributing TID to the payback of Tawani's letter of credit. As a reminder, the Village is contractually obligated to pay this back by 2031. Administration worked with Ehlers to run scenarios for the payback of the letter of credit. As a reminder, this is paid back through a combination of special assessments and the use of TID increment. If no other project costs are incurred in TID #3 and TID #6, we are confident that the letter of credit can be paid off by our contractual obligation. Administration would still be cautious as to using all of TID #8 potential increment for these projects.

On February 19th the Board met in closed session to discuss what assistance they were willing to provide. Given that Golden Oil is putting in approximately $3.25 million dollars of infrastructure for their own project, which will allow for the building of the Hotel project for provide infrastructure for two additional commercial lots, the Board was willing to offer a "Pay as you go" incentive of up to two million dollars.

UPDATE:

Since this time, Golden Oil has worked diligently to have their plans updated. In March and early April, Golden Oil, the Village and the County worked together to come up with a solution to avoid the necessity of a drainage easement to the north. Said easement was delaying Golden Oil's final plans. Now that this solution has been addressed, Attorney Davison has provided a draft of the development agreement for Golden Oil's project.

COMMENTS:

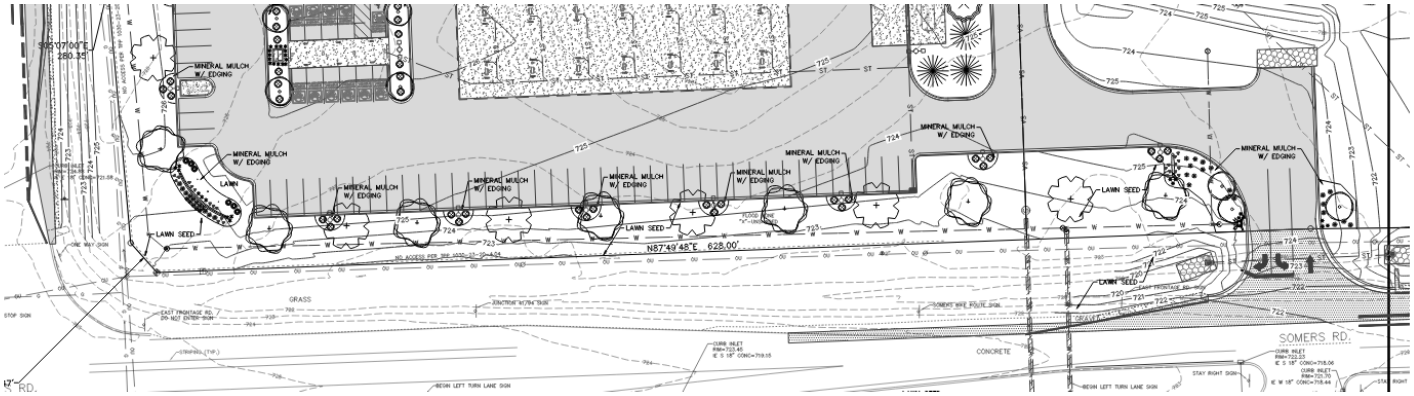
Attached you will find a draft of Golden Oil's development agreement. This draft has been provided to Golden Oil. At this time, the final exhibits have not been attached. Some minor adjustments based on comments from the County are being addressed at this time and the exhibits should be available once the Board take formal action.

Under the language of the Development agreement Golden Oil will be bringing sewer and water to the North Side of CTH E. This portion of the utility work will be publicly bid. Golden Oil will be depositing funds or providing a letter of credit for this work.

Under the Development agreement, TID #8 is willing to provide up to $2,000,000. This $2,000,000 will be paid from the increment created by the new convenience store, hotel and any other development that may happen. Golden Oil also guarantee that $14,000,000 of increment will be created. This figure comes from an estimated value of the travel cent of $4,000,000 and a value of $10,000,000 from the Hotel. There has been a lot of conjecture as to when and whether the hotel project is coming. To put it plainly, if the hotel does not come, there is significantly less increment, and Golden Oil will receive significantly less than the $2,000,000. Golden Oil has a huge interest in making sure this hotel project comes to fruition in TID #8.

The Hotel project has their bank lined up and is waiting for their development agreement. Attorney Davison should have a draft of this agreement in the very near future.

A final note, during our meetings, Trustee Nelson had requested that trees be planted in a similar fashion along CTH E as the Pritzker Project. This was something that Golden Oil was agreeable to during the meetings. While the Somers Gateway Development Street trees along CTH E are not the exact same spacing or species as Pritzker, the trees have been proposed in a similar fashion along the CTH E Corridor into Somers. Pritzker installed Red Sunset Maples and Somers Gateway is proposing an alternating pattern of Autumn Blaze Maples and Greenspire Lindens. Different species were selected to create a different, but similar visual appeal and to avoid any potential issues in the future if a tree disease were to infect one of the sites. The portion of the landscape plan is below:



We believe that this will provide the desired boulevard effect.

If the Board is agreeable the language in the proposed Development Agreement, this Administration will place this on our April 15th Board Meeting for action. The final exhibits will be attached at that time.

ATTACHMENTS:

NONE

DEVELOPER'S AGREEMENT BETWEEN THE VILLAGE OF SOMERS AND SOMERS GATEWAY CENTER, LLC, A PROPOSED DEVELOPMENT BEING A PART OF SECTION 7, TOWN 2 NORTH, RANGE 22 EAST

WITNESS THIS AGREEMENT made and entered into this _____ day of ________________, 2025, by and between the VILLAGE OF SOMERS, Kenosha County, Wisconsin, the VILLAGE OF SOMERS UTILITY DISTRICT ("District") and the VILLAGE OF SOMERS WATER UTILITY ("Utility") (the Village of Somers, the Utility and the District are hereinafter collectively referred to as the "Village") and SOMERS GATEWAY CENTER, LLC, a limited liability company organized and doing business under the laws of the State of Wisconsin (hereinafter referred to as the "Developer").

WHEREAS, the Developer has proposed to develop on a parcel of land (hereinafter referred to as the "Real Estate") described with more particularity on the attached Exhibit "B" and to approve a Certified Survey Map (CSM) attached hereto as Exhibit "J".

WHEREAS, the Village Plan Commission has recommended to the Village Board that the site plan attached hereto as Exhibit "A" be approved, and has recommended to the Village Board that said Development be approved subject to the following terms and conditions:

I. INFRASTRUCTURE IMPROVEMENTS

A. INTERNAL ROADWAYS AND STORM SEWERS.

1. Required Improvements. The Developer shall be responsible to pay for and shall proceed with the preparation of complete plans and specifications for all internal roads prepared by Developer's engineer, including road bed preparation and storm sewer construction which shall be as set forth in Exhibit "I" attached hereto and incorporated herein by reference. For purposes of this Section I.A., all references to road or roads shall include curbs and gutters, all in accordance with Exhibit "I" attached hereto. No construction of said roads shall be commenced until plans and specifications have been reviewed by the Village Consulting Engineer and approved by Village which engineering reviews shall occur within fifteen (15) business days of receipt or all required information. All road improvements, once constructed, shall be privately owned by Developer. The Developer acknowledges that connections in the right-of-way to C.T.H. "E" and the Wisconsin Department of Transportation (DOT) Frontage Road will need to be built to public specifications and approved by Kenosha County and the DOT. The Village shall allow such parking lots to be used after construction has been completed and Developer has certified to the Village that the street is in compliance with the specifications provided herein. The entire cost for the construction of all private roads within the Development including fees for Village services, (inspection, engineering, legal, etc.) shall be paid by the Developer. The Developer's Engineer shall submit to the Village both paper and electronic copies of private road plans and specifications.

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(a) Upon receipt of the construction bids or proposals and the determination of the responsible contractor, the Developer shall inform the Village of the Contractor to whom contracts shall be awarded. The Village Consulting Engineer shall perform inspections of the roadways as they are built and all costs of inspections shall be paid by Developer.

(b) Developer shall provide an easement for utilities in or adjacent to private roads. Easements shall be recorded on the certified survey map(s), by deed restriction or other document approved by counsel to the Village. Required easements may be modified or terminated only in the event that Village or other appropriate utilities determine that said easement(s), in full or part, are not required to provide essential service.

B. EXTERNAL TRAFFIC IMPROVEMENTS.

Developer agrees to timely pay for or reimburse the Village for monies expended by the Village for expenses paid to Kenosha County or the Wisconsin Department of Transportation (DOT) by Village for all the costs, fees and expenses of the design, review or inspection of the traffic improvements described on Exhibit “H”.

C. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

1. The Developer shall provide to the Village a complete design for grading, erosion control and surface stormwater drainage facilities for the Development both onsite and offsite which shall be adequate to serve the Development and shall be in compliance with requirements and specifications as set forth in §18.32(F) of the Somers Subdivision and Platting Ordinance. Plans and drainage calculations for Lots 2 and 3 shall be reviewed by the Village Engineer for compliance with the stormwater management plan at the time they are developed. Developer shall be responsible for obtaining all permits required for onsite and offsite stormwater facilities or conveyancing required by the Wisconsin Department of Natural Resources (WDNR), FEMA LOMR, the Army Corps of Engineers or Kenosha County. Storm and surface waters shall be retained on Real Estate to the extent necessary to assure that the rate of storm and surface water runoff from Real Estate, during the construction and after completion of construction of improvements, shall not be greater than the rate of runoff allowed in Chapter 18 of the Code of Ordinances. Stormwater drainage shall be accomplished by the construction of a stormwater collection system in accordance with the stormwater plan, Exhibit “E” attached hereto. All such plans and specifications referred to above shall be reviewed by the Village Consulting Engineer and approved by the Village, such costs of review to be paid by Developer. The Village agrees to complete its review of such plans and specifications within fifteen (15) business days after submittal of all necessary information to the Village Consulting Engineer by the Developer.

2. The Developer shall create a Storm Water Pollution Prevention Plan (SWPPP) which shall address the concerns associated with stormwater pollution during mass grading and site preparation during construction of the Development, including the detention basin(s). Upon

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completion of a detention basin, a topographic survey of the detention basin shall be obtained by the Developer and submitted to the Village Consulting Engineer for review and conformance with the plans and specifications submitted by Developer which are incorporated herein by reference. The Developer's engineer of record shall provide a certification that each building site is in conformance with such plans and specifications and shall provide such certification to the Village Consulting Engineer at the time of application for a occupancy permit for improvements on an existing building pad. Upon completion of construction of the stormwater detention facilities, the Developer's engineer will certify that such construction is in conformance with the Stormwater Plan, Exhibit "E" incorporated herein by reference. No final occupancy permit shall be issued for any building until such time as a complete topographic survey of the lot shall have been obtained by the Developer and submitted to the Village Consulting Engineer which shall confirm conformance with the Exhibit "A" and Exhibit "E" plans which are incorporated herein by reference.

3. Retention and detention basins, underground storm and surface water conveyance systems and outlet structures for storm and surface water shall meet Village's current outflow and storage requirements as well as all WDNR requirements. Developer shall submit plans, specifications and calculations for such storm and surface water drainage system to Village Consulting Engineer and obtain written approval from the Village, which shall not be unreasonably withheld or delayed prior to construction. All portions of Real Estate designated as retention and detention basins and outlet structures shall be retained by Developer and shall be maintained in accordance with the schedule described in the attached Exhibit "I", which is incorporated herein by reference. Developer shall be responsible for maintenance, replacement or repair of all retention and detention basins, storm and surface water conveyance systems and outlet structures lying within Real Estate, excepting those on public rights-of-way or public easement areas.

4. Developer shall enter into a maintenance agreement to provide for the maintenance of stormwater detention facilities beyond the duration of this Agreement in accordance with Exhibit "I". The maintenance agreement or a recordable document memorializing that agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, so that it is binding upon all subsequent owners of land served by the stormwater management detention facilities. The maintenance agreement shall contain, at a minimum, the following information and provisions:

(a) Identification of the stormwater facilities and designation of the drainage area served by the facilities.

(b) A schedule for regular maintenance of each aspect of the stormwater management system consistent with Exhibit "I".

(c) Identification of the Developer responsible for long-term maintenance of the stormwater management practices identified in the stormwater plan required hereunder.

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(d) Requirement that the landowner shall maintain stormwater detention facilities in accordance with Exhibit "I".

(e) Authorization for the Village to access the property to conduct inspections of stormwater detention facilities as necessary to ascertain that the facilities are maintained and in accordance with the Agreement.

(f) Provisions that the landowner charged with the responsibility to perform the terms of the maintenance agreement repair any maintenance problems which require correction, the specified corrective actions to be taken within thirty (30) days of written notice from the Village to Developer (or Developer's approved designee) of the problem (unless after written notice from Developer to Village seeking a longer period of time for compliance for good cause, approval of an extension is granted by Village, which approval will not be unreasonably withheld).

(g) Authorization for the Village at its discretion to perform the corrective actions if the responsible owner does not make the required action within the specified time period together with the provision that the Village may enter the amount due on the tax rolls and collect the money as a special charge against all property(s) benefitted by such action by the Village pursuant to §66.60(16), Wis. Stats.

(h) Water quality enhancement program through aeration if required by WDNR.

5. Each phase of the Development shall be graded to the proposed elevations shown on the approved grading plan for that phase.

6. The Developer will pay for all costs associated with the grading, erosion control and stormwater drainage facilities including the Village's reasonable administrative, legal and engineering costs.

7. The Developer's Engineer shall prepare plans and specifications for grading, erosion control and surface stormwater drainage which shall be approved by the Village Consulting Engineer. All appropriate inspections of the surface stormwater drainage improvements shall be conducted by the Village Consulting Engineer.

D. SANITARY SEWER - DEVELOPER CONSTRUCTED.

1. The Developer shall be responsible to pay the full cost for the design and construction of the onsite and offsite gravity flow sanitary sewer system as defined by Chapters 12 and 18 of the Village Ordinances as required for connection of the development to the interceptor sanitary sewer collection system of the Village of Somers Utility District the plans which have all been reviewed, and approved by the Village as depicted on Exhibit "K" attached hereto and are subject to further review and approval by the City of Kenosha and the State of Wisconsin Department of Natural Resources. Village shall cooperate with Developer in

obtaining all necessary permits required from the State of Wisconsin and the City of Kenosha for such sanitary sewer approval.

2. The Developer shall be responsible for the full cost for the design and construction of sanitary sewer mains and laterals to service each building of the development which shall be reviewed and approved by the Village. The Developer shall be responsible for all necessary approvals from state agencies, the City of Kenosha and the Kenosha Water Utility. The Developer shall submit both electronic and paper form copies to the Village of the required plans and specifications. Developer shall forward true and correct photocopies of all bids received pursuant to the construction bid specifications and photocopies of any contracts to Village Engineer for review for the public portion of these improvements.

3. Any bidder on public sanitary sewer improvement infrastructure shall be pre-qualified for such work in accordance with Chapter 22 of the Village Code of Ordinances. The Village shall review the qualifications of the prospective Contractor for compliance with Chapter 22 of the Village Ordinances prior to commencement of construction. Upon the determination of a responsible bidder, the Developer shall inform the Village of the amount of such bid in written format and the contractor to whom contract shall be awarded. The Developer shall deposit with the Village one hundred twenty-five (125%) percent of the full amount of the estimated engineering, administrative and legal fees in an irrevocable letter of credit in form acceptable to and approved by the Village Attorney for the improvements to be constructed. Following the deposit of such letter of credit to cover all expenses to be incurred by the Village including engineering reviews, field observations, legal and administrative and other contingencies, the Developer shall then award the contract to a responsible bidder.

4. The Developer shall provide all construction staking and the Village shall make all appropriate inspections of the public sanitary sewer improvements. The Developer shall prepare all record drawings and systems updates. The Developer shall provide both paper and electronic copies of all plans and specifications. Developer shall provide Village a copy of all television inspections for the public sanitary sewer improvements. All related costs for these items shall be paid by the Developer.

5. Village shall allow Developer to extend and connect its sanitary sewerage system to the sanitary sewerage system of Village at the cost and expense of Developer. Village shall cooperate with Developer in obtaining all necessary permits required from the State of Wisconsin and the City of Kenosha for such sanitary sewerage systems, extensions and connections.

6. Village shall accept all public sanitary sewerage systems improvements constructed by Developer, if any, located in the public right-of-way or in any public easement lying within CSM upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to Utility of certified copies of all tests of sanitary sewerage system, (iv) receipt of lien waivers from all contractors, (v) review and certification by Village Engineer of the above and (vi) recorded easement documents. Said acceptance shall be subject to approval by the Board of Sewer

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Commissioners. Upon acceptance by Village, Village shall be responsible for the operation and maintenance of the publicly owned portion of said sanitary sewerage system. A description of the public portion of sanitary sewer to be constructed by Developer is contained on the attached Exhibit “K” which is incorporated by reference.

7. Any road openings (i.e. road cuts) on streets to be constructed by Developer or on existing, contiguous Village streets or county or state highways where such road openings are used for utility or storm water infrastructure shall be filled by Developer with materials specifically approved by the appropriate governing authority prior to complete restoration as required by the applicable authority.

8. Upon completion of the sanitary sewer construction by Developer, and verification by the Village Engineer that said sanitary sewer system has been constructed in accordance with plans and specifications submitted, the Developer shall vest all right, title and interest in the public portion of the sanitary system, if any, and any easements required for installation, and shall cause documents to be executed and delivered to Village which, in the opinion of counsel to the Village, shall be necessary to effectuate the purposes stated in this paragraph.

9. If any funds and/or “letter of credit” deposited by the Developer for inspection, engineering, legal and/or administrative expenses, are not required, they shall be returned to the Developer upon completion of construction. However, in the event additional or unforeseen costs or expenses are incurred which are in excess of the funds deposited by the Developer with the Village, then the Developer shall within thirty (30) days of demand by the Village reimburse to the Village all such costs and expenses so incurred.

10. Developer shall, during the term of Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorneys’ fees which any of them may pay, sustain or incur should any person or party including Developer, Developer’s contractors, subcontractors and materialmen incur personal injuries or property loss or damage arising out of the design or construction of the sanitary sewer system, other than any act or omission of Village, its agents or contractors; provided that Village shall cooperate with Developer and Developer’s legal counsel in defending against any such claim. Village shall be permitted to assist in the defense of any such claim at Village’s expense if by separate counsel, to the extent permitted by Developer’s insurance company.

E. MUNICIPAL WATER MAINS - DEVELOPER CONSTRUCTED.

1. The Developer shall be responsible to pay the full cost for the design and construction of a complete potable water distribution system to service each building of the development including connection to the existing water distribution system of the Somers Water Utility. The Developer shall also be responsible for the design, bidding and construction of the

off-site public portion of the water system which shall be bid, awarded and administered by the Village.

2. The Developer shall be responsible for complete preparation of plans and specifications for the construction of public and private water mains and laterals to serve each building and/or lot. The Developer shall be responsible for the cost of all water mains within said Development to service the buildings and shall construct the water mains within public right-of-way or easements dedicated to the Village. Following the submission of both paper and electronic format documentation to the Village, the Developer's Engineer shall prepare specifications and upon approval by the Village Engineer. The Developer shall solicit bids for the construction of water main improvements. Developer shall award construction of public and private water improvements only to contractor(s) who have been pre-qualified under Chapter 22 of the Municipal Code of the Village.

3. Upon receipt of the construction bids and the determination of a responsible bidder, the Developer shall inform the Village of the amount of such bid and the Contractor to whom contracts shall be awarded. The Village shall review and confirm the qualifications of the prospective Contractor pursuant to Chapter 22 of the Village Ordinances. The Developer shall deposit with the Village one hundred twenty-five (125%) percent of the full amount of the estimated engineering, administrative and legal fees for the public portion of improvements to be constructed. Such deposit shall be in the form of a letter of credit in a form acceptable to the Village Attorney. Following the delivery of such letter of credit to cover construction, and all expenses to be incurred by the Village, including engineering, legal, administrative and other contingencies, the Developer shall then award the contract to a responsible bidder. A sample Letter of Credit is attached hereto, incorporated by reference and marked Exhibit "L".

4. Upon completion of the public portion of the water main within and adjacent to the Development and verification by the Village Engineer that said water system has been constructed in accordance with plans and specifications, all right, title and interest in, and any public easements required for the installation by the Water Utility, shall be vested in the Utility for the public portion of such improvements without further documentation. The Developer shall assign to the Water Utility any easements or rights-of-way obtained from other owners required for the installation of water lines, and shall cause documents to be executed and delivered to Village which, in the opinion of counsel to the Village, shall be necessary to effectuate the purposes stated in this paragraph.

5. Upon completion of the project, the final costs shall be based on the "as built" plans. Any funds deposited by the Developer that are not required following completion of construction, shall be returned to the Developer. However, in the event additional or unforeseen costs or expenses are incurred by the Village which are in excess of the funds deposited by the Developer with the Village, then the Developer shall within thirty (30) days of demand by the Village reimburse to the Village all such costs and expenses so incurred.

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6. The Developer shall provide all construction staking and the Village shall make appropriate inspections of all public water main improvements. The Developer shall prepare all record drawings and system map updates for the public mains. All related costs shall be paid by Developer.

7. Upon completion of public water main improvements, the Village shall allow Developer to connect to the municipal water system of Village, all at the cost and expense of Developer. Village shall cooperate with Developer and shall assist in obtaining all necessary permits required from the State of Wisconsin and the City of Kenosha for such municipal water systems, extensions and connections. Developer, for itself, its successor and assigns, specifically waives any objection to the imposition of future special assessments levied by the Village which benefit lots, outlots or other parcels or units for the municipal water system improvements not originally constructed by Developer pursuant to the terms of this Agreement. Any such future special assessment(s) which would be imposed after construction of future water improvements would occur only after demonstration of a special benefit to such parcel(s) and only on an equal and non-discriminatory basis.

8. The Village shall accept the public portion of all municipal water systems improvements located in the public or private roadway or in any easement lying within Real Estate upon (i) completion in accordance with approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to Utility of certified copies of all tests of the municipal water system, (iv) receipt of lien waivers from all contractors, and (v) review and verification by Village Engineer of the above. Said acceptance shall be subject to approval by the Board of Water Commissioners. Upon acceptance by Village, Village shall be responsible for the operation and maintenance of the public portion of said water system. The public portion of the water main improvements is described on the attached Exhibit "K", which is incorporated herein by reference.

9. Developer shall, during the term of Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorneys' fees which any of them may pay, sustain or incur should any person or party including Developer, Developer's contractors, subcontractors and materialmen incur personal injury, property loss or damage arising out of the design or construction of the municipal water system other than any act or omission of Village, its agents or contractors; provided that Village shall cooperate with Developer and Developer's legal counsel in defending against any such claim. Village shall be permitted to assist in the defense of any such claim, at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company.

F. SPECIAL ASSESSMENTS AND DEVELOPER INCENTIVES.

1. For purposes of this Section F, benefitted properties are those defined as parcels of land outside of but contiguous to the Development and described with more particularity on

the attached Exhibit "J", which will, subsequent to the execution of this agreement, be benefitted by construction of the proposed public portion of the water main improvements.

2. The total expense of construction of the public portion of the water main within the public right-of-way shall be determined and paid for as set forth above. The benefitted properties shall reimburse the total share of the public municipal water costs, in the amounts which shall be based upon the "as built" costs and determined by the Village Engineer.

3. The Village shall collect from the property owners of the benefitted properties, their successors or assignees, if and only if, such benefitted properties or part thereof, shall utilize the water main improvements. Upon the earlier of sixty (60) days following invoicing of final costs by the Village or at such time or times as benefitted owners seek connection to the water main improvements, the Village shall collect from such owner or owners, the amount of the Village's reimbursement based upon "as built" and administrative costs. The Village agrees not to issue any change in use or to allow division of any benefitted property unless and until such recapture costs have been paid by the benefitted owner or owners. This agreement shall not be construed as creating any obligation upon the Village or the Village of Somers Water Utility, for any reason whatsoever, to make payments from its general corporate funds or revenue from the operation of the Village of Somers water utility or otherwise.

4. The Developer shall defend and hold harmless the Village, its officials, officers, employees, consulting engineers, attorneys, agents or representatives from any and all costs connected with or resulting from any claim or suit brought by any benefitted owner or interest person, contesting the Village's right to collect the Developer's recapture costs under the terms of the agreement, other than any act of omission of Village, its agents or contractors. The Village shall cooperate with the Developer in defending any such claim or action, at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company.

G. VILLAGE ACTIVITIES AND OBLIGATIONS.

1. The Village shall cooperate with Developer and its successors and assigns throughout the development and construction of the Travel Center, the Developer's Public Improvements, the Hotel and other components of the Project. The Village shall reasonably promptly review and/or process all submissions, applications and permits in accordance with applicable Village ordinances.

2. The Village has approved the scope of work and budget for Developer's Public Improvements generally described in the attached Exhibit B. Developer shall make available to the Village reasonable records substantiating the costs of the Developer's Public Improvements. Such information shall be held and treated as confidential trade secrets and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. In the event that the Village receives any request to disclose any information that Developer labelled as confidential, the Village shall provide Developer written notice and a copy of such request prior to disclosing the information. In consideration for the Developer's

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Public Improvements and as an offset thereto, the Village agrees to pay directly to contractors and/or reimburse Developer for actual costs incurred for Developer's Public Improvements in an amount of Two Million ($2,000,000.00) Dollars (the "Village Funds"). The Village Funds shall be disbursed directly to Developer or its contractor upon the last to occur of: (a) substantial completion of the Developer's Public Improvements (other than any improvements delayed due to weather or other circumstances beyond Developer's control), and (b) commencement of vertical construction of the main Travel Center building.

3. As noted in this Article III, the Village is relying upon the tax increment to be generated from the Project to fund and/or reimburse the Village Funds. To ensure that sufficient tax increment is available from the Project to fund anticipated payments of the Village Funds as described in this Agreement, if (a) the Village has disbursed all Village Funds to Developer under Section B above, and (b) during the period commencing on January 1, 2027 and extending through the unexpired life of the District, the Property is not generating tax increment consistent with a Fourteen Million ($14,000,000.00) Dollars guaranteed minimum annual assessed value, Developer shall become liable to pay to the Village annual differential payments equal to [x] the amount of property taxes that would have been assessed against the Property if the Property were assessed, as of January 1 of the year in question, at Fourteen Million ($14,000,000.00) Dollars, less the amount of annual property taxes actually paid for that year with respect to the Property. Any amount due under this subsection shall be levied and/or collectible as a special assessment against the Property, and/or also otherwise levied and/or collectible by the remedies set forth in Article IV below. The Village shall reimburse Developer for any differential payments actually made by Developer (plus interest at the Village's cost of funds) from available tax increment generated from the Property in future years during the unextended life of the District, provided however that tax increment shall only be deemed to be "available" to the extent that it exceeds the amount of all other project costs incurred for the District and otherwise unencumbered or otherwise unspent.

4. In consideration of the performance by Developer, the revenue given to the Developer of its obligations under this Agreement, the Village agrees to issue to the Developer a principal amount of Two Million ($2,000,000.00) Dollars. The Village shall pay to the Developer not later than fifteen (15) days following the issuance of a certificate of occupancy for the Travel Center. The amount of the annual payment due on each Payment Date shall be available Tax Increment from the Property. "Tax Increment" shall mean all tax increments (as defined by the Tax Increment Law) collected and retained by the Village solely from the Property in a calendar year less (a) amounts due to third parties. The Village obligation shall be subject to prepayment in whole or in part at any time at the sole option of the Village, without penalty.

5. THE PAYMENT TO THE DEVELOPER SHALL BE A SPECIAL, LIMITED REVENUE OBLIGATION OF THE VILLAGE PAYABLE ONLY FROM TAX INCREMENT THAT IS APPROPRIATED BY THE VILLAGE BOARD FOR THAT PURPOSE. No property or other asset of the Village, except Tax Increment generated by the Property appropriated to make payments with respect to the payment to the Developer, is or shall be a source of payment of the Village's obligations thereunder. The payment to the Developer shall not constitute a debt

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or obligation of the Village, the County in which it is located, the State of Wisconsin or any political subdivision thereof within the meaning of any State constitutional provision, statutory provision or limitation, or charter provision or limitation thereof and shall not be a charge against their general credit or taxing powers.

THE VILLAGE MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART. THE VILLAGE'S OBLIGATION TO MAKE PAYMENTS ON THIS DEBT IS LIMITED TO THE AVAILABILITY OF TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE VILLAGE BOARD.

In each year the staff of the Village shall include the appropriation of Tax Increment in the Village budget as submitted to the Village Board for consideration for the next succeeding fiscal year. If the Village Board determines not to appropriate any portion of such Tax Increment, written notice thereof shall be provided to the Developer within 14 days. The Village agrees that, subject to annual appropriation of said funds, all funds in the special fund of the District which constitute Tax Increment from the Property, available and remaining after subtracting amounts due to third parties to repay Village Funds actually paid to Developer and borrowed by the Village from a third party lender.

IF ON THE FINAL PAYMENT TO BE MADE HEREUNDER, THERE REMAIN AMOUNTS OUTSTANDING, THEN THE REMAINING BALANCE OF PRINCIPAL OF THE DEBT SHALL BE DEEMED PAID IN FULL, IT BEING UNDERSTOOD THAT UPON THE FINAL MRO PAYMENT DATE, THE OBLIGATION OF THE VILLAGE TO MAKE ANY FURTHER PAYMENTS SHALL TERMINATE. THE VILLAGE SHALL HAVE NO OBLIGATION OF ANY KIND WHATSOEVER TO PAY ANY AMOUNT OF PRINCIPAL WHICH REMAINS UNPAID AFTER THE FINAL PAYMENT DATE, AND THE DEVELOPER SHALL HAVE NO RIGHT TO RECEIVE PAYMENT OF SUCH AMOUNTS.

6. The Village agrees that if: (i) the Developer is not in default of any of its obligations hereunder, (ii) there is Tax Increment available, and (iii) the Village Board determines not to appropriate all (up to, but not exceeding the amount of the payment then due) or any portion (if the amount available is less than the amount of the payment then due) of such Tax Increment for such year, then:

(a) The Village shall not be entitled to subsequently collect and retain any portion of the Tax Increment;

(b) If any other tax increment revenue bonds issued by the Village to other parties are then outstanding within the District (the "Other Bonds"), the Village shall not appropriate any allocable tax increments and make payments on any of the Other Bonds in a greater proportion than the Village has done for the Bond (for example, assume that in a given year, the Village appropriates only 25% of the available Tax Increment for payment on the Bond; then as to such year, the Village shall not appropriate more than 25% of the amount of any tax increments that, under the terms of any of the Other Bonds, are to be made available for such Other Bonds); and

II. ADDITIONAL REQUIRED DEVELOPER IMPROVEMENTS AND DESIGN STANDARDS FOR SAME

A. LANDSCAPING.

1. The Developer shall provide plans and specifications to be approved by the Village, for landscaping for all areas of the Development which are in accordance with the landscaping standards stated hereafter and consistent with the Landscaping Plan attached hereto as Exhibit “C”. Plans shall show plant lay-out, and shall specify a species and size. All landscaping located on the Real Estate shall be sprinkled. Exhibit “C” attached is deemed by the Village to satisfy all conditions and requirements of Section II.A. of this Agreement.

2. The total of the area surface of the Real Estate which shall be devoted to green space shall be as is depicted on Exhibit “C” attached hereto or referred to in other documents or incorporated herein by reference. For purposes of this Agreement, “green space” shall be defined as areas which do not constitute impervious or otherwise improved surface areas. The landscaping standards contained herein establish a system to determine the appropriateness and effectiveness of plant installation. The system recognizes that the installation and maintenance of live plants is essential to creating a healthy, safe and aesthetically pleasing environment. The system places priority on the planting of deciduous shade trees which results in the highest level of environmental impact mitigation. As such the Real Estate shall be landscaped as follows:

(a) Green areas of the Real Estate not used for landscaping shall be seeded or sodded with an acceptable maintainable lawn seed mix. Mulch of plantings or planting beds is acceptable provided that such mulching consists of organic or natural materials. Mulches shall be installed so that they will not erode, fall, be plowed or otherwise transported into walks, drives, streets or other hard surfaced portions of the Real Estate.

(b) All landscaping shall be installed consistent with industry accepted standards. Installation shall occur prior to the issuance of a Certificate of Occupancy for the Real Estate unless such occupancy occurs during winter, in which case the landscaping shall be completed by June 1 of the next summer.

(c) Landscaping required by this title is intended to be a permanent site improvement just as any other building, structure or infrastructure that is necessary to facilitate the intended use of the Real Estate. As such, all landscaping shall be continually maintained in a live state. Maintenance shall included periodic and timely watering, fertilizing, pruning and any other such normally required horticulture activity necessary to keep all landscaping in a healthy, safe and aesthetically pleasing state. All landscaping located on the Real Estate shall be watered by an underground irrigation system. Recognizing that over time plants may mature and die or otherwise expire because of natural or unnatural causes, maintenance shall include the removal and replacement of dead or dying plants. Such replacement shall occur within the same year in which a plant dies or in the spring planting season of the following year.

(d) Planting in utility easements should be avoided. If such planting does occur, it is at the risk of the property owner. Any plants that must be removed because of utility work within such easements shall be replaced by the property owner(s) at their cost. Replacement landscaping shall satisfy the minimum standards of this title.

B. EXTERIOR LIGHTING AND ILLUMINATION

1. The Developer shall provide plans and specifications to be approved by the Village for the exterior lighting and illumination of the Development consistent with the Lighting/Photometric Plan, Exhibit “F” attached hereto. Developer shall be responsible for all costs associated with construction and installation of all exterior lighting and illumination. Exhibit “F” as attached is deemed by Village to satisfy all conditions and requirements of Section II.B. of this Agreement.

2. The intent of the following standards is to mitigate the impact of exterior illumination related to development on surrounding properties, while providing safe, healthy and visually attractive nighttime environments. In order to achieve that, good lighting design shall be practiced. Good lighting design is characterized by: Illumination levels appropriate for the visual task; reasonably uniform illumination levels on adjoining sites; an absence of glare and consideration of the compatibility and aesthetics of illumination and the mechanical improvements that create it as those relate to surrounding properties and the character of the community.

In order to insure that proper lighting design occurs, the following standards shall apply to all development within the Real Estate:

(a) All exterior lighting fixtures shall be full cut-off fixtures as defined by the Illuminating Engineering Society of North American (IESNA) and shall be of the same design and theme throughout the Development. All lighting shall be designed and fixtures selected to prevent glare. The Developer, with the advance written approval of the Village, may modify the cutoff fixture requirement for security lighting in areas where the exterior lights are not visible from a residential area or a public street.

(b) Illumination of sites and improvements thereon shall be designed to avoid competition with illumination on adjoining or neighboring properties.

(c) Illumination levels shall be appropriate for the intended. improvement, area and/or function to be illuminated. In general, illumination levels should follow the guidelines and recommendations of the IESNA.

(d) In no event shall any exterior illumination exceed an average illumination level of twenty (20') foot-candles for the surface to be illuminated unless approved otherwise by the Plan Commission as part of a conditional use permit.

(e) The illumination uniformity ratio (the ratio of the average illumination to the minimum illumination) for the surface to be, illuminated shall not exceed 4:1 unless approved otherwise by the Village Board as part of a Conditional Use Permit.

(f) The illumination level at any property line shall not exceed one-half (0.5') foot-candle above the ambient lighting conditions on a cloudless night.

(g) In no instance shall an outdoor lighting fixture be mounted or oriented such that the lighting element is visible from any residence located in a residential zone district.

(h) The following shall be the maximum mounting height for the respective lighting fixture. The mounting height shall be measured from the surface to be illuminated to the bottom of the light fixture.

(1) Parking lot light fixtures in lots - thirty (30') feet.

(2) Building or security lighting - twenty-five (25') feet.

(3) Any other site lighting fixture twenty-five (25') feet or as determined appropriate and consistent with the intent of this title by the Village Administrator.

(i) When a use is not in operation, only building mounted security lighting and up to fifty (50%) percent of all other outdoor lighting fixtures may remain illuminated.

(j) Exterior illumination of wall, building or ground signs, architecture, landscaping, site amenities or other specialty illumination of any kind shall be designed consistent with the intent of this title.

(k) Alternatives to these standards may be proposed to incorporate the use of a particular architectural style or theme or to incorporate innovative or unique illumination techniques. Such alternatives shall be presented to the Village Plan Commission and Village Board with supportive evidence sufficient to determine that the proposal is consistent with intent of the heretofore-established standards. Approval of an alternative illumination plan is at the discretion of the Village Administrator.

(l) A lighting plan, specifications for all proposed fixtures and photometric plan or other plans delineating illuminance levels that evidence compliance with the established standards are required for all developments in order to determine compliance with these standards.

(m) The Village may in the future pass an ordinance requiring that certain properties be required to install video surveillance cameras and related equipment ("Security Camera Equipment"), which could affect all or a portion of the Real Estate. If such an ordinance is passed by the Village, the owner of any portion of the Real Estate subject to such ordinance shall reasonably cooperate with the Village in the installation and maintenance of reasonably sized wireless Security Camera Equipment and in granting to the Village a mutually agreeable access easement for maintenance of the Security Camera Equipment in the event the property owner fails to complete such maintenance. The Security Camera Equipment shall be installed and maintained by the property owner at the owner's expense.

C. BUILDING DESIGN.

1. Exterior building materials shall be of comparable aesthetic quality on all sides. Building materials such as glass, brick, tinted and decorative concrete block, wood, stucco, and exterior insulation and finish systems (EIFS) shall be used, as determined appropriate by the Plan Commission. Decorative architectural metal with concealed fasteners or decorative tilt-up concrete panels may be approved if incorporated into the overall design of the building.

2. The building exterior shall complement other buildings in the vicinity, and shall be of a design determined appropriate by the Village Board and consistent with the Architectural Renderings depicted on attached Exhibit "D". Exhibit "D" as attached is deemed by the Village to satisfy all conditions and requirements of Section II.C. of this Agreement.

3. Public building entryways shall be clearly defined and highly visible on the building's exterior design, and shall be emphasized by on-site traffic flow patterns. Two (2) or more of the following design features shall be incorporated into all public building entryways: canopies or porticos, overhangs, projections, arcades, peaked roof forms, arches, outdoor patios, display windows, distinct architectural details.

4. Building facade colors shall be non-reflective, subtle, neutral, or earth tone. The use of high intensity colors, metallic colors, fluorescent colors or black on facades shall be prohibited. Building trim and architectural accent elements may feature bright colors or black, but such colors shall be muted, not metallic, not fluorescent, and not specific to particular uses or tenants. Standard corporate and trademark colors shall be permitted only on signage, subject to the limitations contained in applicable standards contained in both Kenosha County and Village ordinances.

5. Screening.

(a) All ground-mounted and wall-mounted mechanical equipment, refuse containers and any permitted outdoor storage shall be fully concealed from on-site and off-site ground level views, with materials identical to those used on the building exterior.

(b) All rooftop mechanical equipment shall be screened by parapets, upper stories, or other areas of exterior walls or roofs so as to not be visible from public streets adjacent or within one thousand (1,000') feet of the subject property. Fences or similar rooftop screening devices may not be used to meet this requirement.

(c) Loading docks shall be completely screened from surrounding roads and properties. Said screening may be accomplished through loading areas internal to buildings, screen walls, which match the building exterior in materials and design, fully opaque landscaping at time of planting, or combinations of the above.

(d) Gates and fencing may be used for security and access, but not for screening, and they shall be of high aesthetic quality. Decorative metal picket fencing and screening is acceptable. Chain link, wire mesh or wood fencing is unacceptable. Decorative, heavy-duty wood gates may be used.

D. TRAFFIC IMPACT.

1. The Development shall have direct access to existing arterial and/or collector roads deemed appropriate by the Village and/or the authority having authority over the respective road(s).

2. Vehicle access shall be designed to accommodate peak on-site traffic volumes without disrupting traffic on public streets or impairing pedestrian safety. This shall be accomplished through adequate parking lot design and capacity; access drive entry throat length, width, design, location, and number; and traffic control devices; and sidewalks.

E. PARKING.

1. Parking lots shall be in conformance with Exhibit "A" attached hereto.

F. INTERNAL TRAFFIC CONTROL.

The Developer, at Developer's cost, shall install, pursuant to plans and specifications approved by the Village, such traffic signs and other parking control signs on the roads in the Development at such locations as are required on the approved plan. Developer shall be responsible for the costs of maintenance and upkeep of such stop signs and traffic control signs as are installed on the roads in the Development until such time as the Village has accepted the roads as public.

G. SIGNAGE.

All signage shall comply with the requirements contained in the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinances. The plan for exterior signage shall provide for modest, coordinated and complimentary exterior sign locations, configurations, and color throughout the Development. All freestanding signage within the Development shall complement on-building signage. The Village may require the use of muted corporate colors on signage if proposed colors are not compatible with the Village design objectives for the area. The use of logos, slogans, symbols, patterns, striping and other markings, and colors associated with a franchise or chain is permitted, and shall be considered as contributing to the number and area of permitted signs.

H. MAINTENANCE OF IMPROVEMENTS.

With the exception of public roadways, Developer shall be responsible for maintaining the appearance of the Development including, but not limited to, all parking areas, and landscape features in accordance with Exhibit "A" attached hereto. Developer shall be responsible for the collection of debris and snow plowing throughout the Development and shall periodically clean and maintain all paved surfaces. Any debris collected shall be disposed of in accordance with all federal, state and local laws. Developer acknowledges that if, after thirty (30) days written notice from Village, maintenance has not yet been performed in accordance with the provisions of this paragraph then the Village may proceed to maintain or hire an independent contractor of its choice to maintain the Development or parts thereof and impose the costs of such maintenance upon the benefitted property as a special assessment. The foregoing maintenance obligations shall run with the land. At such time that the Development, or any portion thereof, transfers ownership, the maintenance obligations shall remain with the owner of the Development, or each respective portion of the Development.

III. DEVELOPER WARRANTIES AND OBLIGATIONS

A. VILLAGE COSTS.

Upon execution of this Agreement, Developer shall pay to the Village the actual costs incurred by the Village for reasonable engineering, attorney fees and administrative costs. The Developer shall also pay to the Village reasonable engineering fees for inspection of all improvements and any reasonable legal and administration costs encountered by the Village in the development of the Real Estate as set forth in this Agreement and all documents incorporated therein. The Village shall provide to Developer an itemized invoice along with supporting documentation upon requesting reimbursement. In addition to the reimbursements to the Village for reasonable costs incurred by the Village referred to above, but in lieu of making a cash

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deposit for costs undertaken by the Village, the Developer may, at its election, provide the Village with an irrevocable letter of credit in a form acceptable to the Village's attorneys issued by a financial institution within the State of Wisconsin to be drawn on by the Village as may be reasonably required. Such letter of credit (or cash deposit) shall be in the sum equal to one hundred twenty-five (125%) percent of the collective estimate of all reasonable Village engineering costs related to the improvements and any reasonable legal and administration costs encountered by the Village in the development of the Real Estate. The Village shall provide the Developer with an accounting of expenditures made on behalf of the Developer and in the event that funds are not sufficient, the Developer shall immediately provide the additional funds. In the event that there shall be surplus funds after the projects are completed the excess shall be returned to the Developer. Payment of all such costs or, in the alternative, delivery of a letter of credit, shall be made prior to issuance of any building permit and the issuance of any building permit shall be conditioned upon payment of such sums or providing a letter of credit in lieu thereof.

B. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.

The Developer represents that Developer has been provided with a copy of the Somers Subdivision and Condominium Platting Ordinance and will complete the improvements set forth herein in compliance with the Subdivision and Platting Ordinance, and its revisions and further agrees to comply therewith, except as may be modified by the terms of this Agreement.

C. INDEMNIFICATION.

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorney fees which any of them may pay, sustain or incur should any person or party incur personal injury, property loss or damage arising out of the design or construction of any of the public or private improvements relating to this proposed Development or as a result of any claim for labor, materials or improvements in connection with the construction of the same other than any act or omission to Village, its agents or contractors, provided that Village shall cooperate with Developer and Developer's legal counsel in defending against any such claim, at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company. Any costs or expenses including actual attorney fees, which the Village incurs as a result of any claim indemnified herein shall be reimbursed to the Village either through a cash deposit, any letter of credit posted by the Developer in connection with this Agreement, other assurance or through such other means as the Village, in the Village's sole discretion, deems appropriate.

The Developer contemplates extensive earth work which alters the original topography of the site as shown on the grading plan. It is specifically understood between the Developer and the Village that the indemnification contained in this paragraph shall cover any claim by any other property owner or any contractor, subcontractor or other person who bids on or performs services in connection with any portion of site grading required under this Agreement where such party claims, in whole or in part, to have been damaged, mistaken, misled, or otherwise in error as a result in the change in topography created by the Developer or for any other reason whatsoever.

D. STORMWATER MAINTENANCE.

Owner shall maintain all stormwater facilities in perpetuity in accordance with Exhibit "I". This obligation shall be binding upon all successors and assigns of the Owner, and, upon recordation of this document, shall be binding upon all subsequent owners of the Development, or any portion thereof, served by the stormwater management detention facilities to be constructed under the terms of this Agreement. The Owner shall:

1. Maintain all stormwater detention facilities located on the Real Estate.

2. By entering into this Agreement, authorize the Village to access the property to conduct inspections of stormwater detention facilities as necessary to ascertain that the facilities are maintained in accordance with this Agreement. Developer understands that Developer is responsible to perform the terms and maintenance under this Agreement to repair any maintenance problems which require correction, with specified corrective actions to be taken within thirty (30) days of discovering the need for the same.

3. The Village shall be authorized at the Village's discretion to perform the corrective actions if the landowner does not make required action within the specified time period. The Village may enter the amount due on the tax rolls and collect the monies as a special charge against all property benefitted by such action by the Village pursuant to §66.0703, Wis. Stats., or such other statute as may be applicable.

E. U.S.T. REMOVAL.

Developer intends to own and operate a vehicle refueling station which will include the installation of one or more underground storage systems (hereinafter referred to as U.S.T.s) lying underneath a portion of the Real Estate. The Developer agrees that if the Real Estate is no longer utilized actively as a vehicle refueling station for a period of twelve (12) months, or if the property is transferred to a third party not related to the Developer and such transfer is not approved in advance in writing by the Village then, and in such event, the Developer shall be required and warrants to perform as follows:

1. The Developer will remove and dispose of any and all U.S.T.s in, on or under the Real Estate and backfill the tank pit and adjacent areas to grade, in accordance with all backfill and compaction standard specifications which are required by the Village, state or federal law. These requirements shall be accomplished in a good and workmanlike manner and in compliance with all rules and regulations imposed upon the Developer and in compliance with all requirements under state statute, federal code or local ordinance. All such removal, backfill and remediation shall be accomplished in accordance with a schedule which is agreed upon by the

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Developer and the Village but which shall in any circumstance be not greater than twelve (12) months from the date of notice from the Village to the Developer in writing, that the Developer is required to comply with the provisions of this section.

2. After the satisfactory removal and disposal of the U.S.T.s, at the Developer's cost, it shall be the responsibility of the Developer to take any and all corrective or remedial action (hereinafter "Corrective Action") required by any federal, state or local agency for cleanup, removal, disposal, and abating of any and all soil contamination, groundwater contamination or any other contamination of the Real Estate caused by or due to the presence of any hazardous, non-hazardous, toxic, non-toxic or other harmful substance, or any derivative thereof, including but not limited to petroleum hydrocarbons or their derivatives (hereinafter referred to as "contamination") and/or the release or discharge of any such contamination in, upon, over or under the Real Estate or any contiguous property. Corrective action shall be associated with the active operation of a vehicle refueling station and shall not be deemed to include known or unknown pre-existing contamination on or adjacent to the Real Estate.

3. During the implementation of any corrective action, the Developer shall be responsible for the design, construction, maintenance and/or safety of the Real Estate and any other implements or improvements on the Real Estate and/or upon adjacent properties (or in any way affecting improvements located on any adjacent properties), which are caused by any release or discharge of any contamination onto or under the Real Estate, and/or any adjacent properties. This section shall not limit the Developer's responsibility for liability for corrective action required by this Agreement and/or state or federal law and regulation due to any release or discharge of any contamination onto or under the Real Estate, and/or adjacent properties.

4. Upon completion of all required corrective action, including any necessary backfilling, the Developer shall notify the Village and request a letter or other written communication from the Village stating that no further corrective action is required. The Village may require that the Developer provide written documentation from any state or federal authorities or agencies verifying that the Real Estate is, at that time, in compliance with the rules and regulations of any applicable state or federal law, statute or administrative code provision.

5. Any and all liability, costs, expenses, fees and/or any and all other expenditures necessitated by the removal and disposal of the U.S.T.s and other materials described herein and necessitated by corrective action shall be borne solely by the Developer and the obligation for payment of the same shall be the sole responsibility of the Developer.

6. In the event that the Developer fails to fill any of its responsibilities and obligations under this section, the Village may enforce specific performance of this Agreement, may undertake to perform any and all responsibilities set forth in this Agreement (at the sole election of the Village) or pursue any and all other remedies at law or in equity, to which the Village may be entitled. If the Village elects to perform any or all responsibilities and obligations of the Developer under this section of the Agreement, the Developer shall be liable to the Village for any expenditures or costs necessitated by the performance by the Village,

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including all actual attorney's fees and costs incurred for the same and the Village may impose such costs against the Real Estate as a special charge or special assessment.

7. The Developer shall comply with any and all applicable federal, state and local laws, rules and regulations relating to U.S.T.s and removal or remediation of the same.

8. No waiver by the Village of any default or breach of any term, condition or covenant under this section shall be deemed to be a waiver of any subsequent default or breach of the same or other term, provision or covenant contained herein.

9. This section and all terms, provisions and obligations of the Developer shall be construed as covenants running with the Real Estate and shall enure to the benefit and be binding upon the Developer and the Village and their respective successors and assigns.

F. FEMA/WDNR STORMWATER APPROVALS.

The Developer shall be responsible for all aspects of any approvals for wetlands, storm water or related issues which are imposed by FEMA and/or WDNR which shall include design, administrative costs, permit fees or any other expense related to such approvals. Developer understands and agrees that although the Village shall cooperate with the Developer in providing information concerning the same, the Village has no obligations to obtaining such permitting or the costs associated therewith.

IV. MISCELLANEOUS

A. ASSIGNMENT.

The Developer recognizes that agreement is based on Developer's presentation to the Plan Commission and Village Board and Developer shall not assign or transfer this agreement to any other person or corporation without prior consent of the Village.

B. MODIFICATION AND APPLICABLE LAW.

This Agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or Village statute, code or ordinance. Any modification to the terms of this Agreement shall only be enforceable if in writing signed by duly authorized representatives of each of the parties hereto in the same manner as this Agreement. This Agreement shall be construed and enforced under the laws of the State of Wisconsin.

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C. TERM.

Agreement shall be in effect for a period of forty (40) years from the date of execution hereof and shall inure to the benefit of and be binding upon the successors in title and assigns of Developer and upon successor corporate authorities and successor municipalities of Village. However, the guarantee of improvements shall be for the period specified herein, whether or not such guarantee may extend beyond the term of Agreement, and any recorded restrictions shall have the life accorded to such restrictions under applicable state law.

D. IMPACT FEES.

Developer and Village agree that in lieu of the imposition of the fees delineated in Section 18.30 of the Code of Ordinances of the Village of Somers, including impact fees, the Developer shall make to the Village a donation in the sum of One Hundred Thirteen Thousand Seven Hundred Sixty-two and 20/100 ($113,762.20) Dollars which upon execution of this Agreement and receipt of all required approvals by the Village of Somers. The Developer and the Village hereby agree to be contractually bound by the terms and conditions of this paragraph, IV.D., in lieu of the terms and conditions of Section 18.30 of the Code of Ordinances, except as provided hereafter, and in consideration of such accommodation on the part of the Village, the Developer agrees to forever waive and relinquish any objection to any fees or the use of such fees by the Village whether such objection could be based upon Chapter 18 of the Code of Ordinances of the Village of Somers, Chapter 66 of the Wisconsin Statutes or otherwise. This waiver and acknowledgment shall be binding upon the legal successors and assigns of the Developer. Developer affirmatively represents that it is not necessary for the Village to expend the donation received under this Agreement in the year in which received and that the Village may use such donation for any lawful purpose without consulting with or advising the Developer as to how such donation is to be used. The foregoing notwithstanding, the voluntary donation referred to in this paragraph IV.D., shall not eliminate the requirements of municipal sanitary sewer and municipal water connection fees to be paid by users of those systems as required by Section 18.30(L) and Appendix "C" of the Code of Ordinances of the Village as described hereafter and as delineated on the attached Exhibit "G". Sewer and water connection fees shall be payable upon execution of this Agreement.

E. DEFAULTS.

No default shall arise hereunder unless the non-defaulting party has provided the defaulting party with written notice and a reasonable cure period of at least thirty (30) business days.

F. SEVERABILITY.

If any provision, covenant, or a portion of this Agreement or its application to any person, entity or property is held to be invalid or unenforceable by a court of law or equity, such status shall not affect the application or validity of other provisions, covenants or portions of this

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Agreement which shall be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of this Agreement are declared to be severable.

G. RECORDATION.

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by the Developer.

H. EXECUTION OF COUNTERPARTS.

This Agreement may be executed as two (2) or more counterparts, with each acting as an original.

I. EXHIBITS INCORPORATED BY REFERENCE.

Each of the terms, conditions and specifications described, noted or depicted on the following Exhibits are hereby incorporated herein by reference:

Exhibit "A"	Site Plan
Exhibit "B"	Legal Description
Exhibit "C"	Landscaping Plan
Exhibit "D"	Architectural Rendering
Exhibit "E"	Stormwater Management Plan
Exhibit "F"	Lighting/Photometric Plan
Exhibit "G"	Sanitary Sewer and Municipal Water Connection Fees
Exhibit "H"	External Traffic Improvements
Exhibit "I"	Maintenance Agreement
Exhibit "J"	Certified Survey Map
Exhibit "K"	Public Portion of Sanitary Sewer and Municipal Water
Exhibit "L"	Letter of Credit

J. INTEGRATION.

This Developer's Agreement, including the exhibits hereto, and such other documents as are incorporated herein embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

K. CHOICE OF LAW AND VENUE.

This Developer's Agreement and all attached exhibits shall be construed and enforced according to the laws of the State of Wisconsin. The parties agree that any matter which may be brought or pursued in court hereunder shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each party consents to such venue and the court's personal jurisdiction over each party.

L. WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING.

Either party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other party(s), (b) waive any inaccuracies in the representations or warranties of the other party(s) hereto contained herein, or in any document delivered pursuant hereto and (c) waive any compliance by any of the other parties hereto with any of the agreements or conditions contained herein. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any or other subsequent breach or violation of any provision hereof. No breach or violation of any provision hereof shall be waived except by an agreement in writing signed by the waiving party.

M. CONSTRUCTION.

Each party to this Agreement and their respective legal counsel acknowledge that they have had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, no party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

N. NOMENCLATURE.

The use of the male gender shall include the female, the individual shall include the corporate, and the singular shall include the plural, and visa versa, wherever such usage is appropriate to the context.

WITNESS OUR HANDS AND SEALS this _____ day of _____________, 2025.

VILLAGE OF SOMERS

By:____
George Stoner, President

Attest:____
Wendy Burnette, Clerk/Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _______________, 2025, the above named George Stoner, President and Wendy Burnette, Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

____
Printed Name___________________________
Notary Public; State of Wisconsin
My Commission expires_________________.

________ Developer's Initials

DEVELOPER
SOMERS GATEWAY CENTER, LLC

By:____
Printed Name:____

STATE OF WISCONSIN)
) ss.
COUNTY OF ___________)

Personally came before me this _____ day of _______________, 2025, the above ___________ ________________________________ on behalf of Somers Gateway Center, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
Printed Name:__________________________
Notary Public; ____________ County, WI
My Commission expires_________________.

Established 1843
Somers
VILLAGE & TOWN
www.somers.org
P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: April 15th, 2025

TO: Village President Stoner and Village Trustees

FROM: Tanya Ealy, Accounting Manager/Deputy Clerk-Treasurer

AGENDA ITEM: #4 Review 2024 4th Quarter Financials

COMMENTS:

Below is a summary of the spreadsheets that have been provided. Each spread sheet is being provided because we found it helps when the rating agencies review our processes.

4a Dashboard

This summarizes the health of the General fund:

- The 2024 unaudited general fund balance projection is $6.3 million. Our fund balance policy is set at a 17% minimum requirement level of $1.14 million, 30% targeted amount of $2.02 million and at 32% with reserves of $2.16 million. As of December 2024, we have $4.1 million in excess reserves at the 32% targeted amount with a 2% reserve fund balance.

- Debt Statutory Limit is 5% of the Equalized value TID IN. The Village of Somers debt limit policy is 65% of the statutory limit. In 2024 based on our balance, we have $30 million in GO debt capacity. We have the Equalized value TID IN for 2024 in the amount of $1.5 billion.

- We spent $856K of the Village's ARPA funds. The remaining amount of $19K for the Village is being used on the water meter AMR replacement program. We spent all the Town's ARPA funds.

- We have paid $3.08 million of the Tawani's loan through special assessments and taxes.

- Lifequest Fire and Ambulance receivable unaudited balance at the end of the fourth quarter is $1.2 million. Our current allowance for receivable is $922K.

4b 2024 General fund balance projection spread sheet:

This shows the unaudited balance of $6.3 million at the end of 2024. The Village is projected to have an increase of $470K which is included in the 2024 projected general fund unassigned ending balance. We have 249K remaining to spend on our CIP items. We also have 87K restricted to the Mount Pleasant Transmission Line Project.

The top projected variances are:

- Intergovernmental is projected to be over $89K from the original budget. This is hugely due to the Environmental Improvement fund receiving additional, restricted money from the Mount Pleasant transmission line project.

- Court penalties are projected to be over $79K from the budgeted amount. This is due to the increase in tickets written by law enforcement.

- Public charges for service will increase by 499K. This is due to the increase in calls for public safety. There was also an increase in the developer fees from Bobcat, Savannah, Maplecrest, and Golden Oil that has been collected. Golden Oil's $300K was transferred to the water and sewer funds to cover the project's expenses.

- Miscellaneous revenue increased by $561K at year end. We sold the rights to the easement the cell tower is on for $494K. We received $12K from auction proceeds from public works. We received $8.3K in donations for public safety gear. We also received $18K for the repair of public safety's 2022 Ford.

- Interest income is projected to increase by $242K. This increase includes investment revenue. The original budget was $400K. The year-to-date activity is $642K

- Solid Waste is projected to be under 97K. This resulted from the number of collection units being less than the contract. Per the contract, we budgeted for 4,729 units for garbage collection and recycling. In 2024, we were billed for 4,126 units.

- General Government is over 119K. The leading factors are bonuses, flock cameras, the Fire department analysis needs, engineering and legal, and real estate tax refunds to Walmart and Sam’s Club.

- Transfer to other funds expense was $616K. This includes Golden Oil’s $300K transferred to sewer and water and the 2024 CIP cash transfer.

4c 2024 Unaudited General fund balance variance by appropriation:

This shows the projected 2024 unaudited General fund balance variance by appropriation with the overall projected variance of $814K by year-end.

4d General fund with notes:

General fund revenue and expenditure with notes (unaudited), show the budget to actual for the 4th quarter. The notes highlight some of the major reasons for the variances.

4e Investment by Bank:

This shows the bank balances as of 12/31/24 with a balance of $13 million in Tri City, $8.5 million in LGIP Village, $592K in LGIP Town, $1.1 million in Pershing investments, 4.7 million in Schwab, and 3.8 million in State Bank, our newest investment account.

The interest rates as of 12/31/24 are 4.625% for Tri-City, 4.61% for the LGIP accounts, 4.02% for Pershing, 4.53% for Schwab, and 4.85% for State Bank.

The YTD total interest is $1.37 million. The total amount going to the General Fund is $619K.

The average YTD balance for Tri-City is $9.2 Million, Pershing (borrowed funds) is $1.1 million, LGIP Village is $6.9 million, LGIP Town is $509K, Schwab is $5.7 million, and State Bank is 3.7 million.

Our YTD fees from Ehlers total $5.6K

4f TID executive summary:

This shows the current year’s revenue and expenses as of 12/31/24, as well as from date of creation to December 2024. The TID annual report is due in July of 2025.

4g Enterprise funds report:

This shows the total revenues and expenditures as 12/31/24 for the Water fund, KR fund, UD#1 fund, and Stormwater fund.

4h All funds report:

This shows the total revenue and expenditure for each fund as 12/31/24.

ATTACHMENTS:

4a Dashboard – 2024 fourth quarter

4b General fund balance projection – 2024 fourth quarter

4c 2024 General fund balance budgeted variance by appropriation unaudited

4d General fund with notes – 2024 fourth quarter

4e Investment by bank – 2024 fourth quarter

4f TID Executive Summary – 2024 fourth quarter

4g Enterprise funds report – 2024 fourth quarter

4h All funds report – 2024 fourth quarter

Please note detailed revenue and expenditure reports for all funds are available at request.

DASH BOARD

2024 FUND BALANCE (UNAUDITED)

	Required amount at different levels	2024 fund balance projection (unaudited)	Excess reserves (unaudited)
17% minimum fund balance requirement	1,147,788	6,308,472	5,160,684
30% targeted amount of fund balance	2,025,509	6,308,472	4,282,963
32% targeted amount with 2% reserve fund balance	2,160,543	6,308,472	4,147,929

DEBT LIMIT

Year	Equalized value TID IN	5% statutory limit	Village of Somers Debt policy - 65% of the statutory limit	Existing Principal outstanding	Excess Debt capacity
2018	834,543,000	41,727,150	27,122,648	23,614,445	3,508,203
2019	896,046,600	44,802,330	29,121,515	21,372,392	7,749,123
2020	940,358,100	47,017,905	30,561,638	23,077,680	7,483,958
2021	937,020,000	46,851,000	30,453,150	21,980,646	8,472,504
2022	1,155,365,200	57,768,260	37,549,369	20,400,000	17,149,369
2023	1,311,111,600	65,555,580	42,611,127	28,900,000	13,711,127
2024	1,583,579,000	79,178,950	51,466,318	21,100,000	30,366,318

ARPA funding:

	First Half of the payment – Received on 6/25/2021	Second Half of the payment – Received June 2022	Total	Activity	Remaining
Town's portion of ARPA funding	$59,504.07	$59,504.07	$119,008.15	$119,008.15	$0.00
Village's portion of ARPA funding	$438,090.24	$438,090.24	$876,180.47	$ 856,574.00	$19,606.47
Total Town & Village ARPA funding	$497,594.31	$497,594.31	$995,188.62	$975,582.15	$19,606.47

Tawani Loan

$ 14,324,456.54	Special Assessment	Real Estate Tax	Total	Remaining
Water 2023-2024	$541,015.82	$569,700.00	$1,110,715.82	
Sewer 2023-2024	$748,143.97	$1,224,878.78	$1,973,022.75	
Total	$1,289,159.79	$1,794,578.78	$3,083,738.57	$ 11,240,717.97

LIFEQUEST - FIRE AND EMS BILLING

	Phase 1	Phase 2	Phase 3	Total
Receivable balance as of December 31, 2024.	458,444.54	16,677.50	813,952.42	1,289,074.46
Allowance for receivable balance as of December 31, 2024 - This will be adjusted at year end.				922,605.99
Total billed as of December 31, 2024				897,691.93
Total collected as of December 31, 2024 from 2024 billed				(529,199.85)
As of December 31, 2024 Refunds by Lifequest				7,435.61
As of December 31, 2024 Write offs by Lifequest				(175,766.19)

Village/Town of Somers
General fund balance analysis for 2024 Financial year - fourth quarter
(Unaudited)

	ACCOUNT NUMBER	AMOUNT	MOST LIKELY AMOUNT	POTENTIAL AMOUNT
2024 4th quarter beginning Projected General fund unaudited & unassigned balance			5,837,662.96	5,837,662.96
Items causing increase to the General Fund - unaudited				
Taxes	101-41000	22,672.24		
Intergovernmental revenue	101-43000	89,624.22		
Fines and Forfeitures	101-45000	41,771.23		
Public charges for services	101-46000	499,884.45		
Miscellaneous revenues/Special Assessment	101-48000	486,431.84		
Investment income	101-48110	242,249.56		
Leisure/Recreation	101-55300	2,417.78		
Planning and Development	101-56910	2,900.88		
Solid Waste	101-53620	97,597.51		
Building Inspection	101-52400	26,215.88		
Public Works	101-53100	18,964.26		
Fire Department	Various	35,514.84		
			1,566,244.69	1,566,244.69
General Government	Various	(119,369.37)		
Licenses and Permits	101-44000	(6,593.67)		
Transfer to other Funds	101-59100	(616,145.93)		
			(742,108.97)	(742,108.97)
		2024 Net Revenue & Expenditures - projected and unaudited	**824,135.72**	**824,135.72**
		GF CIP cash to spend	**(266,230)**	**(266,230)**
		CIP Borrowed Funds		
		ATC Restricted	**(87,096)**	**(87,096)**
		2024 Ending Projected General fund unassigned fund balance (unaudited)	**6,308,472**	**6,308,472**
		2024 General fund balance percentage - Projected and Unaudited	93%	93%

2024 General fund by appropriation (unaudited)

General fund categories	Department name	2024 Original Budgeted	2024 Amended Budgeted	2024 Projected General Fund year-end balance	Over/(Under) Amended Budget
REVENUE					
41000	TAXES	3,943,925.00	3,943,925.00	3,966,597.24	22,672.24
43000	INTERGOVERNMENTAL	1,079,356.00	1,079,356.00	1,168,980.22	89,624.22
44000	LICENSES & PERMITS	379,440.00	379,440.00	372,846.33	(6,593.67)
45000	FINES & FORFEITURES	110,050.00	110,050.00	151,821.23	41,771.23
46000	PUBLIC CHARGES FOR SERVICES	673,415.00	673,415.00	1,173,299.45	499,884.45
47000	INTERGOVERNMENTAL CHARGES FOR SERVICES	0.00	0.00	0.00	0.00
42000 & 48000	MISCELLANEOUS REVENUES + SPECIAL ASSESSMENTS	160,510.00	160,510.00	646,941.84	486,431.84
48000 Int. only	INVESTMENT INCOME	400,000.00	400,000.00	642,249.56	242,249.56
49000	CONTINUING APPROPRIATIONS	5,000.00	5,000.00	(4,917.82)	82.18
	Total revenue	**6,751,696.00**	**6,751,696.00**	**8,117,818.05**	**1,376,122.05**
EXPENSES					
Various	General Government	1,363,540.00	1,363,540.00	1,482,909.37	119,369.37
Various	Public Safety	3,829,497.00	3,829,497.00	3,767,766.28	(61,730.72)
53100	Public Works	564,489.00	564,489.00	545,524.74	(18,964.26)
53620	Solid Waste	912,237.00	912,237.00	814,639.49	(97,597.51)
55200 & 55300	Leisure/Recreation	17,147.00	17,147.00	14,729.22	(2,417.78)
56910	Planning and Development	64,786.00	64,786.00	61,885.12	(2,900.88)
59100	Transfer to other Funds	0.00	0.00	616,145.93	616,145.93
	Total expenses	**6,751,696.00**	**6,751,696.00**	**7,303,600.15**	**551,904.15**
	Net revenue (expenses)			**814,217.90**	

REVENUE AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN
PERIOD ENDING 12/31/2024
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2024 ORIGINAL BUDGET	2024 AMENDED BUDGET	YTD BALANCE 12/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED	
Fund 101 - GENERAL FUND								
Revenues								
Dept 41000 - TAXES								
Account Type: Revenue								
101-41000-41111	VILLAGE PROPERTY TAXES	3,570,366.00	3,570,366.00	3,570,365.65	0.00	0.35	100.00	
101-41000-41112	TOWN PROPERTY TAXES	325,357.00	325,357.00	325,423.53	0.00	(66.53)	100.02	
101-41000-41140	MOBILE HOME TAXES	47,000.00	47,000.00	43,141.93	0.00	3,858.07	91.79	
101-41000-41150	PRIVATE AND MANAGED FOREST, WOODLAN	202.00	202.00	202.00	0.00	0.00	100.00	
101-41000-41320	TAXES FROM OTHER TAX EXEMPT ENTITIES	0.00	0.00	9,512.41	3,738.62	(9,512.41)	100.00	Walmart and KUSD taxes chargeback
101-41000-41800	INTEREST AND PENALTY ON TAXES	0.00	0.00	0.00	0.00	0.00	0.00	
101-41000-41910	OMITTED TAXES	0.00	0.00	0.00	0.00	0.00	0.00	
101-41000-41920	AG-USE PENALTY	1,000.00	1,000.00	17,951.72	17,951.72	(16,951.72)	1,795.17	1.8.25 check for 17,000 came in for Dec. 2024
101-41000-41930	BOUNDARY AGREEMENT	0.00	0.00	0.00	0.00	0.00	0.00	
Total Revenue:		3,943,925.00	3,943,925.00	3,966,597.24	21,690.34	(22,672.24)	100.57	
Total Dept 41000 - TAXES		3,943,925.00	3,943,925.00	3,966,597.24	21,690.34	(22,672.24)	100.57	
Dept 42000 - SPECIAL ASSESSMENTS								
Account Type: Revenue								
101-42000-42110	STREET IMPROVEMENT ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
101-42000-42180	VOLUNTARY DONATION	80,000.00	80,000.00	4,590.00	0.00	75,410.00	5.74	
101-42000-42190	OTHER SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
Total Revenue:		80,000.00	80,000.00	4,590.00	0.00	75,410.00	5.74	
Total Dept 42000 - SPECIAL ASSESSMENTS		80,000.00	80,000.00	4,590.00	0.00	75,410.00	5.74	
Dept 43000 - INTERGOVERNMENTAL								
Account Type: Revenue								
101-43000-43212	FEMA GRANT	0.00	0.00	0.00	0.00	0.00	0.00	
101-43000-43219	SAFER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	
101-43000-43300	OTHER FEDERAL PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
101-43000-43410	STATE SHARED REVENUE	451,762.00	451,762.00	442,039.55	0.00	9,722.45	97.85	
101-43000-43411	PERSONAL PROPERTY AID	16,851.00	16,851.00	16,851.22	0.00	(0.22)	100.00	
101-43000-43420	FIRE INSURANCE DUES	48,000.00	48,000.00	54,599.43	0.00	(6,599.43)	113.75	state gave us more then projected this number will continue to go up every year.
101-43000-43431	EXEMPT COMPUTER AID	3,797.00	3,797.00	3,797.45	0.00	(0.45)	100.01	
101-43000-43432	EXPENDITURE RESTRAINT AID	0.00	0.00	0.00	0.00	0.00	0.00	
101-43000-43433	VIDEO SERVICE PROVIDER AID	24,485.00	24,485.00	24,484.80	0.00	0.20	100.00	
101-43000-43529	AMBULANCE FUNDING	6,600.00	6,600.00	7,256.28	0.00	(656.28)	109.94	state gave us more then projected this number will continue to go up every year.
101-43000-43531	TRANSPORTATION AID	188,371.00	188,371.00	188,373.55	0.00	(2.55)	100.00	
101-43000-43532	DISASTER DAMAGE AIDS	0.00	0.00	0.00	0.00	0.00	0.00	
101-43000-43534	LRIP FUNDING	0.00	0.00	0.00	0.00	0.00	0.00	
101-43000-43545	RECYCLING GRANT	29,810.00	29,810.00	29,854.01	0.00	(44.01)	100.15	
101-43000-43690	OTHER STATE PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
101-43000-43691	PAYMENT FOR MUNICIPAL SERVICES	200,000.00	200,000.00	203,235.20	0.00	(3,235.20)	101.62	
101-43000-43692	ENVIRONMENTAL IMPROVEMENT FUND	108,180.00	108,180.00	195,276.23	0.00	(87,096.23)	180.51	Additional money from the Mount Pleasant Transmission Line Project. This overage is restricted for American Transmission Co, LLC
101-43000-43693	DNR GRANT - PW	0.00	0.00	0.00	0.00	0.00	0.00	
101-43000-43694	DNR GRANT - PS	1,500.00	1,500.00	3,212.50	0.00	(1,712.50)	214.17	Funding came in over expected budgeted amount
101-43000-43791	OTHER LOCAL GOVERNMENT GRANTS - PS	0.00	0.00	0.00	0.00	0.00	0.00	
Total Revenue:		1,079,356.00	1,079,356.00	1,168,980.22	0.00	(89,624.22)	108.30	
Total Dept 43000 - INTERGOVERNMENTAL		1,079,356.00	1,079,356.00	1,168,980.22	0.00	(89,624.22)	108.30	
Dept 44000 - LICENSES & PERMITS								
Account Type: Revenue								
101-44000-44110	CLASS A LIQUOR LICENSES	6,000.00	6,000.00	5,400.00	0.00	600.00	90.00	
101-44000-44111	CLASS B LIQUOR LICENSES	8,000.00	8,000.00	8,263.26	(21.00)	(263.26)	103.29	
101-44000-44112	OPERATORS LICENSES	7,000.00	7,000.00	6,685.00	225.00	315.00	95.50	
101-44000-44113	BUSINESS AND OCCUPATIONAL LICENSES	3,000.00	3,000.00	3,650.00	0.00	(650.00)	121.67	
101-44000-44116	CIGARETTE LICENSES	1,300.00	1,300.00	1,000.00	0.00	300.00	76.92	
101-44000-44121	CABLE FRANCHISE FEES	99,000.00	99,000.00	96,009.15	25,200.35	2,990.85	96.98	This account is under collected by $2,990.85
101-44000-44122	MOBILE HOME PARK LICENSES	700.00	700.00	200.00	0.00	500.00	28.57	
101-44000-44130	DOG PARK LICENSES	300.00	300.00	903.00	876.00	(603.00)	301.00	
101-44000-44131	DOG LICENSES	3,000.00	3,000.00	1,442.98	(630.50)	1,557.02	48.10	
101-44000-44135	KENNEL LICENSES	0.00	0.00	0.00	0.00	0.00	0.00	
101-44000-44300	BUILDING PERMITS	241,140.00	241,140.00	241,756.44	3,569.20	(616.44)	100.26	
101-44000-44900	OTHER LICENSES AND PERMITS	10,000.00	10,000.00	7,536.50	405.00	2,463.50	75.37	
Total Revenue:		379,440.00	379,440.00	372,846.33	29,624.05	6,593.67	98.26	
Total Dept 44000 - LICENSES & PERMITS		379,440.00	379,440.00	372,846.33	29,624.05	6,593.67	98.26	
Dept 45000 - FINES AND FORFEITURES								
Account Type: Revenue								
101-45000-45100	COURT PENALTIES	110,000.00	110,000.00	189,316.23	11,387.08	(79,316.23)	172.11	Collected more than budgeted
101-45000-45102	ORDINANCE VIOLATION PENALTIES	0.00	0.00	(37,500.00)	0.00	37,500.00	100.00	
101-45000-45105	DOG PENALTIES	50.00	50.00	5.00	0.00	45.00	10.00	
101-45000-45210	OTHER COURT PENALTIES	0.00	0.00	0.00	0.00	0.00	0.00	
Total Revenue:		110,050.00	110,050.00	151,821.23	11,387.08	(41,771.23)	137.96	
Total Dept 45000 - FINES AND FORFEITURES		110,050.00	110,050.00	151,821.23	11,387.08	(41,771.23)	137.96	
Dept 46000 - PUBLIC CHARGES FOR SERVICES								
Account Type: Revenue								
101-46000-46100	LICENSE PUBLICATION FEES	1,000.00	1,000.00	1,010.00	0.00	(10.00)	101.00	
101-46000-46103	PREQUALIFICATION BID FEES	150.00	150.00	2,625.00	0.00	(2,475.00)	1,750.00	
101-46000-46105	CHARGES FOR SERVICES	4,500.00	4,500.00	4,498.98	0.00	1.02	99.98	
101-46000-46106	COURT SERVICE FEES	150.00	150.00	0.00	0.00	150.00	0.00	
101-46000-46220	FIRE AND RESCUE SERVICE FEES	850,000.00	850,000.00	939,152.85	4,741.56	(89,152.85)	110.49	we ran more calls then planned so billing was higher than budgeted
101-46000-46221	FIRE INSPECTION FEES	40,000.00	40,000.00	43,354.60	0.00	(3,354.60)	108.39	more projects finished sprinkler work than planned
101-46000-46222	BURN PERMITS	4,500.00	4,500.00	5,265.00	675.00	(765.00)	117.00	
101-46000-46290	FIRE AND RESCUE ALLOWANCE	(280,000.00)	(280,000.00)	(272,777.75)	85,302.38	(7,222.25)	97.42	
101-46000-46310	PUBLIC WORKS SERVICE FEES	4,500.00	4,500.00	10,397.19	3,072.90	(5,897.19)	231.05	
101-46000-46431	LANDFILL PERMITS	175.00	175.00	130.00	0.00	45.00	74.29	
101-46000-46440	WEED CUTTING FEES	5,000.00	5,000.00	9,266.89	4,189.65	(4,266.89)	185.34	
101-46000-46445	POND MAINTENANCE FEES	6,390.00	6,390.00	6,330.00	0.00	60.00	99.06	
101-46000-46590	OTHER HEALTH SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	
101-46000-46742	AUDITORIUM RENTAL	550.00	550.00	125.00	0.00	425.00	22.73	
101-46000-46743	FIELD RENTAL	2,500.00	2,500.00	200.00	0.00	2,300.00	8.00	
101-46000-46750	RECREATION FEES - BASKETBALL	0.00	0.00	0.00	0.00	0.00	0.00	
101-46000-46751	RECREATION FEES - SOCCER	0.00	0.00	0.00	0.00	0.00	0.00	
101-46000-46752	RECREATION FEES - SOFTBALL	0.00	0.00	0.00	0.00	0.00	0.00	
101-46000-46753	RECREATION FEES - GOLF	0.00	0.00	0.00	0.00	0.00	0.00	
101-46000-46754	RECREATION FEES - FLAG FOOTBALL	0.00	0.00	0.00	0.00	0.00	0.00	
101-46000-46765	CONCESSION RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	
101-46000-46851	DEVELOPER FILING FEES	4,000.00	4,000.00	2,400.00	0.00	1,600.00	60.00	
101-46000-46852	DEVELOPER FEES	30,000.00	30,000.00	421,321.69	0.00	(391,321.69)	1,404.41	Bobcat, Savannah, Maplecrest, Goden Oil is included but moved to sewer/water via transfer out
101-46000-46853	PLAN COMMISSION FEES	0.00	0.00	0.00	0.00	0.00	0.00	
Total Revenue:		673,415.00	673,415.00	1,173,299.45	97,981.49	(499,884.45)	174.23	
Total Dept 46000 - PUBLIC CHARGES FOR SERVICES		673,415.00	673,415.00	1,173,299.45	97,981.49	(499,884.45)	174.23	
Dept 47000 - INTERGOVERMENTAL CHARGES FOR SERVICES								
Account Type: Revenue								
101-47000-47222	STATE HIGHWAY FIRES	0.00	0.00	0.00	0.00	0.00	0.00	
Total Revenue:		0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 47000 - INTERGOVERMENTAL CHARGES FOR SERVICES		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 48000 - MISCELLANEOUS REVENUES								
Account Type: Revenue								
101-48000-48110	INTEREST INCOME	400,000.00	400,000.00	642,249.56	57,249.49	(242,249.56)	160.56	
101-48000-48111	UNREALIZED GAIN/LOSS IN INVESTMENTS	0.00	0.00	43,710.55	6,361.53	(43,710.55)	100.00	Market value change
101-48000-48115	PENALTIES AND INTEREST INCOME	6,000.00	6,000.00	6,714.96	583.62	(714.96)	111.92	
101-48000-48120	INTERFUND LOAN INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00	
101-48000-48130	SPECIAL ASSESSMENT INCOME	0.00	0.00	0.00	0.00	0.00	0.00	
101-48000-48200	RENTAL INCOME	59,510.00	59,510.00	41,995.65	2,500.00	17,514.35	70.57	
101-48000-48303	SALE OF HIGHWAY PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	
101-48000-48306	SELL OF VILLAGE PROPERTY	0.00	0.00	496,634.00	0.00	(496,634.00)	100.00	Cell Tower-Sold rights to easement
101-48000-48307	SALE OF RECYLCLABLES	2,000.00	2,000.00	14,697.05	362.40	(12,697.05)	734.85	Auction proceeds from Public works
101-48000-48500	DONATIONS - OTHER	0.00	0.00	8,300.00	0.00	(8,300.00)	100.00	Donation for Public Safety gear, $6,000 from Walmart for Flock Cameras
101-48000-48510	DONATIONS - PARADE	10,000.00	10,000.00	9,100.00	0.00	900.00	91.00	
101-48000-48520	DONATIONS - RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	
101-48000-48900	MISCELLANEOUS REVENUE	3,000.00	3,000.00	21,199.63	687.48	(18,199.63)	706.65	Insurance claim for Public Safety 2022 Ford. This amount offsets most the Public Safety vehicle maintenance expenses for the 2022 Ford of $19,291.81
Total Revenue:		480,510.00	480,510.00	1,284,601.40	67,744.52	(804,091.40)	267.34	
Total Dept 48000 - MISCELLANEOUS REVENUES		480,510.00	480,510.00	1,284,601.40	67,744.52	(804,091.40)	267.34	
Dept 49000 - FINANCING SOURCES								
Account Type: Revenue								
101-49000-49200	TRANSFER FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	
101-49000-49900	CONTINUING APPROPRIATIONS	5,000.00	5,000.00	(4,917.82)	0.00	9,917.82	(98.36)	
Total Revenue:		5,000.00	5,000.00	(4,917.82)	0.00	9,917.82	(98.36)	
Total Dept 49000 - FINANCING SOURCES		5,000.00	5,000.00	(4,917.82)	0.00	9,917.82	(98.36)	
TOTAL REVENUES		6,751,696.00	6,751,696.00	8,117,818.05	228,427.48	(1,366,122.05)	120.23	

Expenditures								
Dept 51110 - VILLAGE BOARD								
Account Type: Expenditure								
101-51110-50101	SALARIES	48,000.00	48,000.00	48,365.20	4,984.20	(365.20)	100.76	
101-51110-50201	FICA	3,672.00	3,672.00	3,699.93	381.28	(27.93)	100.76	
101-51110-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	
101-51110-50204	DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
101-51110-50301	OFFICE SUPPLIES	0.00	0.00	41.12	0.00	(41.12)	100.00	Vista print for Karl Ostby
101-51110-50404	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	
101-51110-50701	CONFERENCES & TRAINING	500.00	500.00	110.00	20.00	390.00	22.00	
101-51110-50702	TRAVEL	2,400.00	2,400.00	2,461.64	200.00	(61.64)	102.57	
Total Expenditure:		54,572.00	54,572.00	54,677.89	5,585.48	(105.89)	100.19	
Total Dept 51110 - VILLAGE BOARD		54,572.00	54,572.00	54,677.89	5,585.48	(105.89)	100.19	
Dept 51120 - TOWN BOARD								
Account Type: Expenditure								
101-51120-50101	SALARIES	24,000.00	24,000.00	24,182.60	2,492.10	(182.60)	100.76	
101-51120-50201	FICA	1,836.00	1,836.00	1,849.97	190.65	(13.97)	100.76	
101-51120-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	
101-51120-50206	POST RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	
101-51120-50404	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	
101-51120-50405	COMPUTER AND WEBSITE	0.00	0.00	0.00	0.00	0.00	0.00	
101-51120-50604	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	
101-51120-50801	NEWSLETTER	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		25,836.00	25,836.00	26,032.57	2,682.75	(196.57)	100.76	
Total Dept 51120 - TOWN BOARD		25,836.00	25,836.00	26,032.57	2,682.75	(196.57)	100.76	
Dept 51130 - CIVIC COMMITTEE								
Account Type: Expenditure								
101-51130-50309	OTHER SUPPLIES AND EXPENSE	7,000.00	7,000.00	9,609.91	0.00	(2,609.91)	137.28	This expense is offsetted by the Parade's revenue
Total Expenditure:		7,000.00	7,000.00	9,609.91	0.00	(2,609.91)	137.28	
Total Dept 51130 - CIVIC COMMITTEE		7,000.00	7,000.00	9,609.91	0.00	(2,609.91)	137.28	
Dept 51210 - MUNICIPAL COURT								
Account Type: Expenditure								
101-51210-50101	SALARIES	60,936.00	60,936.00	61,084.13	6,376.71	(148.13)	100.24	
101-51210-50102	WAGES	0.00	0.00	0.00	0.00	0.00	0.00	
101-51210-50201	FICA	4,662.00	4,662.00	4,669.29	486.09	(7.29)	100.16	
101-51210-50202	RETIREMENT	3,272.00	3,272.00	3,299.41	343.08	(27.41)	100.84	
101-51210-50203	HEALTH INSURANCE	10,085.00	10,085.00	10,160.81	915.97	(75.81)	100.75	
101-51210-50204	DENTAL INSURANCE	556.00	556.00	555.60	46.30	0.40	99.93	
101-51210-50205	LIFE INSURANCE	158.00	158.00	124.08	10.34	33.92	78.53	
101-51210-50301	OFFICE SUPPLIES	600.00	600.00	616.00	105.13	(16.00)	102.67	
101-51210-50303	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	
101-51210-50309	OTHER SUPPLIES AND EXPENSE	5,700.00	5,700.00	6,961.85	989.00	(1,261.85)	122.14	
101-51210-50404	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	
101-51210-50701	CONFERENCES & TRAINING	2,500.00	2,500.00	1,754.13	0.00	745.87	70.17	
101-51210-50702	TRAVEL	250.00	250.00	0.00	0.00	250.00	0.00	
101-51210-50806	CODE ENFORCEMENT	0.00	0.00	0.00	0.00	0.00	0.00	
101-51210-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		88,719.00	88,719.00	89,225.30	9,272.62	(506.30)	100.57	
Total Dept 51210 - MUNICIPAL COURT		88,719.00	88,719.00	89,225.30	9,272.62	(506.30)	100.57	
Dept 51410 - VILLAGE/TOWN OFFICE								
Account Type: Expenditure								
101-51410-50101	SALARIES	164,588.00	164,588.00	197,099.09	48,368.13	(32,511.09)	119.75	bonuses
101-51410-50102	WAGES	52,141.00	52,141.00	52,824.33	5,438.93	(683.33)	101.31	bonuses
101-51410-50104	OVERTIME	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00	
101-51410-50201	FICA	16,695.00	16,695.00	18,969.04	4,098.26	(2,274.04)	113.62	bonuses
101-51410-50202	RETIREMENT	14,954.00	14,954.00	18,278.72	4,746.84	(3,324.72)	122.23	bonuses
101-51410-50203	HEALTH INSURANCE	70,925.00	70,925.00	49,641.07	4,458.05	21,283.93	69.99	
101-51410-50204	DENTAL INSURANCE	4,522.00	4,522.00	3,108.14	301.32	1,413.86	68.73	
101-51410-50205	LIFE INSURANCE	538.00	538.00	381.89	33.78	156.11	70.98	
101-51410-50206	POST RETIREMENT BENEFITS	2,547.00	2,547.00	2,458.34	204.82	88.66	96.52	
101-51410-50207	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	
101-51410-50301	OFFICE SUPPLIES	8,182.00	8,182.00	7,016.50	857.18	1,165.50	85.76	
101-51410-50302	COPIER	2,331.00	2,331.00	2,181.49	0.00	149.51	93.59	
101-51410-50303	POSTAGE	3,500.00	3,500.00	4,202.28	333.97	(702.28)	120.07	
101-51410-50309	OTHER SUPPLIES AND EXPENSE	15,000.00	15,000.00	19,127.36	4,365.35	(4,127.36)	127.52	
101-51410-50404	LEGAL	30,000.00	30,000.00	24,538.70	1,638.50	5,461.30	81.80	
101-51410-50405	COMPUTER AND WEBSITE	42,615.00	42,615.00	30,629.64	4,985.08	11,985.36	71.88	
101-51410-50503	EQUIPMENT LEASE AND RENTAL	1,600.00	1,600.00	13,015.14	87.05	(11,415.14)	813.45	Flock cameras 1 year service and install. Walmart Donated $6,000 to offset costs
101-51410-50701	CONFERENCES & TRAINING	2,500.00	2,500.00	5,807.47	3,033.93	(3,307.47)	232.30	
101-51410-50702	TRAVEL	1,800.00	1,800.00	1,800.00	(707.60)	0.00	100.00	
101-51410-50801	NEWSLETTER	0.00	0.00	0.00	0.00	0.00	0.00	
101-51410-50805	ADMINISTRATIVE CHARGE	(118,161.00)	(118,161.00)	(115,254.89)	(9,448.72)	(2,906.11)	97.54	
101-51410-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		317,777.00	317,777.00	335,824.31	72,794.87	(18,047.31)	105.68	
Total Dept 51410 - VILLAGE/TOWN OFFICE		317,777.00	317,777.00	335,824.31	72,794.87	(18,047.31)	105.68	
Dept 51420 - CLERK/TREASURER								
Account Type: Expenditure								
101-51420-50101	SALARIES	48,750.00	48,750.00	49,156.27	4,049.96	(406.27)	100.83	bonus
101-51420-50201	FICA	3,729.00	3,729.00	3,748.99	309.85	(19.99)	100.54	bonus
101-51420-50202	RETIREMENT	3,364.00	3,364.00	3,361.06	279.95	2.94	99.91	
101-51420-50203	HEALTH INSURANCE	16,133.00	16,133.00	8,452.52	595.39	7,680.48	52.39	Changed from family to single
101-51420-50204	DENTAL INSURANCE	1,047.00	1,047.00	502.54	30.10	544.46	48.00	Changed from family to single
101-51420-50205	LIFE INSURANCE	45.00	45.00	130.54	15.20	(85.54)	290.09	Life insurance budgeted for previous Clerk/Treasurer
101-51420-50206	POST RETIREMENT BENEFITS	266.00	266.00	72.75	0.00	193.25	27.35	
101-51420-50301	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	
101-51420-50309	OTHER SUPPLIES AND EXPENSE	0.00	0.00	4.70	13.70	(4.70)	100.00	
101-51420-50701	CONFERENCES & TRAINING	2,000.00	2,000.00	1,408.58	0.00	591.42	70.43	
101-51420-50702	TRAVEL	1,800.00	1,800.00	1,757.60	1,307.60	42.40	97.64	
101-51420-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		77,134.00	77,134.00	68,595.55	6,601.75	8,538.45	88.93	
Total Dept 51420 - CLERK/TREASURER		77,134.00	77,134.00	68,595.55	6,601.75	8,538.45	88.93	
Dept 51421 - LICENSE PUBLICATION FEES								
Account Type: Expenditure								
101-51421-50305	PRINTING AND PUBLISHING	1,000.00	1,000.00	590.71	0.00	409.29	59.07	
Total Expenditure:		1,000.00	1,000.00	590.71	0.00	409.29	59.07	
Total Dept 51421 - LICENSE PUBLICATION FEES		1,000.00	1,000.00	590.71	0.00	409.29	59.07	
Dept 51430 - ELECTIONS								
Account Type: Expenditure								
101-51430-50101	SALARIES	20,000.00	20,000.00	22,764.95	0.00	(2,764.95)	113.82	
101-51430-50104	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	
101-51430-50201	FICA	1,530.00	1,530.00	1,741.60	0.00	(211.60)	113.83	
101-51430-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	
101-51430-50203	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
101-51430-50204	DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
101-51430-50303	POSTAGE	3,990.00	3,990.00	3,605.78	0.00	384.22	90.37	
101-51430-50309	OTHER SUPPLIES AND EXPENSE	4,000.00	4,000.00	5,757.45	0.00	(1,757.45)	143.94	General election supplies
101-51430-50409	OTHER CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	
101-51430-50701	CONFERENCES & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	
101-51430-50902	EQUIPMENT CAPITAL OUTLAY	1,400.00	1,400.00	1,404.25	0.00	(4.25)	100.30	
Total Expenditure:		30,920.00	30,920.00	35,274.03	0.00	(4,354.03)	114.08	
Total Dept 51430 - ELECTIONS		30,920.00	30,920.00	35,274.03	0.00	(4,354.03)	114.08	
Dept 51510 - ASSESSOR								
Account Type: Expenditure								
101-51510-50301	OFFICE SUPPLIES	1,000.00	1,000.00	7,886.65	23.46	(6,886.65)	788.67	Postage for Full Valuation
101-51510-50407	ASSESSMENT	59,500.00	59,500.00	59,500.00	4,958.33	0.00	100.00	
Total Expenditure:		60,500.00	60,500.00	67,386.65	4,981.79	(6,886.65)	111.38	
Total Dept 51510 - ASSESSOR		60,500.00	60,500.00	67,386.65	4,981.79	(6,886.65)	111.38	
Dept 51520 - BOARD OF REVIEW								
Account Type: Expenditure								
101-51520-50101	SALARIES	400.00	400.00	0.00	0.00	400.00	0.00	
101-51520-50201	FICA	31.00	31.00	0.00	0.00	31.00	0.00	
101-51520-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	
101-51520-50309	OTHER SUPPLIES AND EXPENSE	100.00	100.00	101.00	0.00	(1.00)	101.00	
101-51520-50404	LEGAL	500.00	500.00	0.00	0.00	500.00	0.00	
101-51520-50701	CONFERENCES & TRAINING	50.00	50.00	55.58	0.00	(5.58)	111.16	
Total Expenditure:		1,081.00	1,081.00	156.58	0.00	924.42	14.48	
Total Dept 51520 - BOARD OF REVIEW		1,081.00	1,081.00	156.58	0.00	924.42	14.48	

Dept 51610 - VILLAGE/TOWN HALL								
Account Type: Expenditure								
101-51610-50309	OTHER SUPPLIES AND EXPENSE	4,000.00	4,000.00	1,501.42	0.00	2,498.58	37.54	
101-51610-50409	OTHER CONTRACTED SERVICES	4,800.00	4,800.00	5,300.00	900.00	(500.00)	110.42	
101-51610-50501	BUILDINGS AND GROUNDS	28,500.00	28,500.00	23,656.99	1,734.56	4,843.01	83.01	
101-51610-50602	ELECTRICITY	12,823.00	12,823.00	12,827.45	948.38	(4.45)	100.03	
101-51610-50603	GAS	5,500.00	5,500.00	4,541.13	948.24	958.87	82.57	
101-51610-50604	TELEPHONE	3,900.00	3,900.00	4,281.78	329.04	(381.78)	109.79	
101-51610-50606	WATER AND SEWER	6,300.00	6,300.00	6,836.62	3,274.84	(536.62)	108.52	
101-51610-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		65,823.00	65,823.00	58,945.39	8,135.06	6,877.61	89.55	
Total Dept 51610 - VILLAGE/TOWN HALL		65,823.00	65,823.00	58,945.39	8,135.06	6,877.61	89.55	
Dept 51910 - OTHER GENERAL GOVERNMENT								
Account Type: Expenditure								
101-51910-50304	MEMBERSHIPS	4,289.00	4,289.00	5,428.19	0.00	(1,139.19)	126.56	
101-51910-50305	PRINTING AND PUBLISHING	1,500.00	1,500.00	1,319.38	0.00	180.62	87.96	
101-51910-50401	AUDITING AND ACCOUNTING	24,051.00	24,051.00	23,545.51	0.00	505.49	97.90	
101-51910-50402	CONSULTING AND FINANCIAL ADVISOR	5,000.00	5,000.00	48,132.16	0.00	(43,132.16)	962.64	Fire Department Needs Analysis
101-51910-50403	ENGINEERING AND INSPECTION	11,000.00	11,000.00	60,494.20	0.00	(49,494.20)	549.95	The developer fees will be sufficient to cover the overage.
101-51910-50404	LEGAL	67,625.00	67,625.00	92,468.27	4,911.50	(24,843.27)	136.74	The developer fees will be sufficient to cover the overage.
101-51910-50409	OTHER CONTRACTED SERVICES	5,000.00	5,000.00	5,293.75	0.00	(293.75)	105.88	
101-51910-50802	ILLEGAL AND UNCOLLECTIBLE TAXES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	
101-51910-50803	COLLECTION EXPENSE	47,000.00	47,000.00	49,900.18	4,430.53	(2,900.18)	106.17	
101-51910-50804	UNCOLLECTIBLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0.00	
101-51910-50808	PRIOR YEAR EXPENSES	0.00	0.00	10,535.78	0.00	(10,535.78)	100.00	Refund to Walmart and Sam's Real Estate
101-51910-50809	OTHER MISCELLANEOUS EXPENSES	58,800.00	58,800.00	50,833.24	45,995.02	7,966.76	86.45	
101-51910-50811	LIABILITY INSURANCE	222,982.00	222,982.00	205,728.14	17,037.41	17,253.86	92.26	
101-51910-50812	WORKER'S COMPENSATION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
101-51910-50813	PROPERTY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
101-51910-50913	PAYING AGENT FEES	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		452,247.00	452,247.00	553,678.80	72,374.46	(101,431.80)	122.43	
Total Dept 51910 - OTHER GENERAL GOVERNMENT		452,247.00	452,247.00	553,678.80	72,374.46	(101,431.80)	122.43	
Dept 51911 - UNION								
Account Type: Expenditure								
101-51911-50404	LEGAL	500.00	500.00	0.00	0.00	500.00	0.00	
Total Expenditure:		500.00	500.00	0.00	0.00	500.00	0.00	
Total Dept 51911 - UNION		500.00	500.00	0.00	0.00	500.00	0.00	
Dept 51912 - INTERGOVERNMENTAL AGREEMENTS								
Account Type: Expenditure								
101-51912-50404	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 51912 - INTERGOVERNMENTAL AGREEMENTS		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES								
Account Type: Expenditure								
101-51913-50809	OTHER MISCELLANEOUS EXPENSES	180,000.00	180,000.00	182,911.68	0.00	(2,911.68)	101.62	
Total Expenditure:		180,000.00	180,000.00	182,911.68	0.00	(2,911.68)	101.62	
Total Dept 51913 - PAYMENTS FOR MUNICIPAL SERVICES		180,000.00	180,000.00	182,911.68	0.00	(2,911.68)	101.62	
Dept 51999 - CONTINGENCY								
Account Type: Expenditure								
101-51999-50809	OTHER MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 51999 - CONTINGENCY		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 52100 - LAW ENFORCEMENT								
Account Type: Expenditure								
101-52100-50406	LAW ENFORCEMENT	778,000.00	778,000.00	801,461.95	70,242.32	(23,461.95)	103.02	Due to overtime
Total Expenditure:		778,000.00	778,000.00	801,461.95	70,242.32	(23,461.95)	103.02	
Total Dept 52100 - LAW ENFORCEMENT		778,000.00	778,000.00	801,461.95	70,242.32	(23,461.95)	103.02	

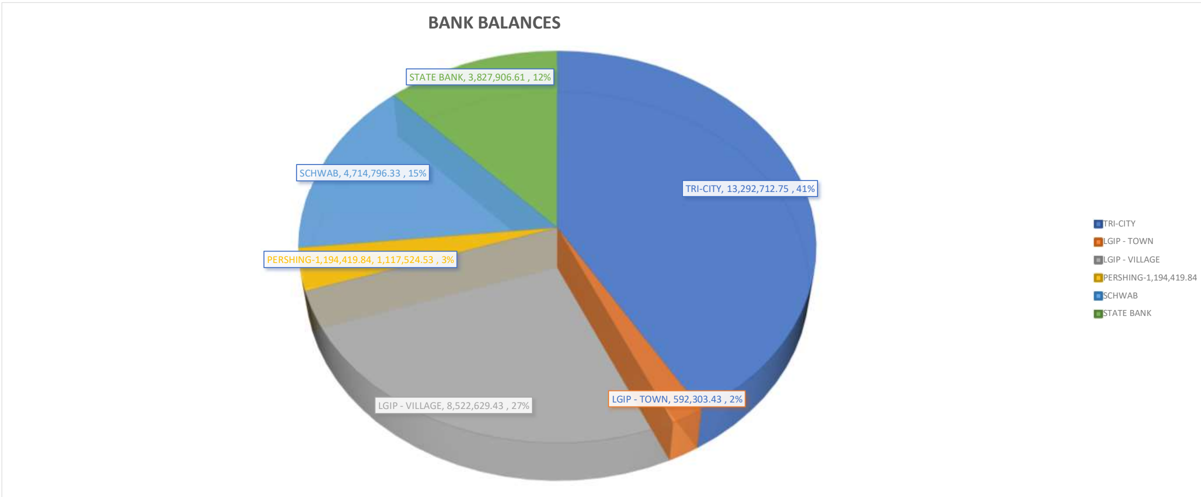
Dept 52210 - FIRE DEPARTMENT								
Account Type: Expenditure								
101-52210-50101	SALARIES	1,082,165.00	1,082,165.00	1,028,814.79	120,459.92	53,350.21	95.07	under due to full timer deployed on military leave and new hire didn't start in january as planned but rather started in April
101-52210-50103	PART-TIME	200,000.00	200,000.00	181,242.65	25,168.79	18,757.35	90.62	fluctuating number of part time employees so didn't use all funds but part time roster is up so expect more spent in 25
								Ben-Several reasons for being over in overtime: 1. didn't fill an open fulltime spot that was approved for January but wasnt filled til may due to lack of qualified Candidates. 2. Brandon Dzbinksi's Military leave between the 6-week drill in the summer and the 1-year leave that started in September caused alot of open shifts. 3. more sick time used by full time staff this year than normal. 4. more calls than last year so more calls where off duty staff had to come in from home for.
101-52210-50104	OVERTIME	120,000.00	120,000.00	171,814.54	14,143.68	(51,814.54)	143.18	
101-52210-50107	OFFICERS	18,500.00	18,500.00	17,897.40	2,200.50	602.60	96.74	
101-52210-50108	PAID ON CALL	120,000.00	120,000.00	121,400.74	9,378.92	(1,400.74)	101.17	added a lot of new paid on call and paid on premise trying to train to part time level
101-52210-50109	PAID ON PREMISES	110,000.00	110,000.00	111,818.82	11,620.71	(1,818.82)	101.65	added a lot of new paid on call and paid on premise trying to train to part time level
101-52210-50201	FICA	126,276.00	126,276.00	124,184.93	13,741.46	2,091.07	98.34	
101-52210-50202	RETIREMENT	194,093.00	194,093.00	192,122.13	22,850.56	1,970.87	98.98	
101-52210-50203	HEALTH INSURANCE	345,079.00	345,079.00	317,467.94	29,489.39	27,611.06	92.00	
101-52210-50204	DENTAL INSURANCE	20,443.00	20,443.00	18,439.40	1,590.56	2,003.60	90.20	
101-52210-50205	LIFE INSURANCE	2,055.00	2,055.00	1,342.94	118.92	712.06	65.35	
101-52210-50206	POST RETIREMENT BENEFITS	761.00	761.00	3,074.25	256.49	(2,313.25)	403.98	Steve Krause's post retirement benefits were unknown prior to the budget approval.
101-52210-50207	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	
101-52210-50208	LENGTH OF SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	
101-52210-50302	COPIER	500.00	500.00	58.69	0.00	441.31	11.74	I don't know why were were charged our percentage fo the copier and paper like we should be that comes from the village hall
101-52210-50303	POSTAGE	150.00	150.00	144.28	0.00	5.72	96.19	
101-52210-50306	MEDICAL SUPPLIES	45,000.00	45,000.00	43,115.55	721.37	1,884.45	95.81	
101-52210-50307	GEAR AND CLOTHING	37,000.00	37,000.00	36,024.25	686.97	975.75	97.36	
101-52210-50309	OTHER SUPPLIES AND EXPENSE	11,500.00	11,500.00	13,355.16	0.00	(1,855.16)	116.13	more small purchases at the end of year then planned
101-52210-50405	COMPUTER AND WEBSITE	22,082.00	22,082.00	18,843.92	2,460.98	3,238.08	85.34	
101-52210-50502	EQUIPMENT MAINTENANCE	14,000.00	14,000.00	13,666.66	3,981.71	333.34	97.62	
101-52210-50503	EQUIPMENT LEASE AND RENTAL	348.00	348.00	348.12	29.01	(0.12)	100.03	
101-52210-50504	VEHICLE MAINTENANCE	42,500.00	42,500.00	45,269.97	0.00	(2,769.97)	106.52	actually we were way under budget once you subtract the $19,000+ that was paid for from insurance for a vehicle in an accident
101-52210-50601	FUEL - GASOLINE AND DIESEL	32,000.00	32,000.00	31,648.62	2,551.39	351.38	98.90	
101-52210-50602	ELECTRICITY	19,000.00	19,000.00	18,905.54	1,399.20	94.46	99.50	
101-52210-50603	GAS	10,000.00	10,000.00	6,203.04	1,741.01	3,796.96	62.03	
101-52210-50604	TELEPHONE	12,000.00	12,000.00	6,580.17	1,318.72	5,419.83	54.83	we are planning on adding more cell phone lines didn't in 2024 but are in 2025
101-52210-50606	WATER AND SEWER	10,750.00	10,750.00	11,415.17	2,772.77	(665.17)	106.19	Village of somers charges to much for water and sewer
101-52210-50609	PUBLIC FIRE PROTECTION	0.00	0.00	0.00	0.00	0.00	0.00	
101-52210-50701	CONFERENCES & TRAINING	28,000.00	28,000.00	31,788.47	5,489.10	(3,788.47)	113.53	class costs came in higher then planned and we had more people take classes. One fulltimer also had tuition reimbursment which is allowed by their contract.
101-52210-50703	FIRE PREVENTION	5,000.00	5,000.00	3,696.60	0.00	1,303.40	73.93	
101-52210-50809	OTHER MISCELLANEOUS EXPENSES	20,000.00	20,000.00	21,086.18	3,859.51	(1,086.18)	105.43	more small purchases at the end of year then planned
101-52210-50812	WORKER'S COMPENSATION INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	
101-52210-50902	EQUIPMENT CAPITAL OUTLAY	35,750.00	35,750.00	33,443.94	5,048.88	2,306.06	93.55	couple of items ordered in 2024 didn't arrive and invoiced until february 25 so came in under hear but offsets with overages in Misc lines.
Total Expenditure:		2,684,952.00	2,684,952.00	2,625,214.86	283,080.52	59,737.14	97.78	
Total Dept 52210 - FIRE DEPARTMENT		2,684,952.00	2,684,952.00	2,625,214.86	283,080.52	59,737.14	97.78	
Dept 52220 - FIRE COMMISSION								
Account Type: Expenditure								
101-52220-50101	SALARIES	0.00	0.00	0.00	0.00	0.00	0.00	
101-52220-50201	FICA	0.00	0.00	0.00	0.00	0.00	0.00	
101-52220-50701	CONFERENCES & TRAINING	500.00	500.00	160.00	0.00	340.00	32.00	
Total Expenditure:		500.00	500.00	160.00	0.00	340.00	32.00	
Total Dept 52220 - FIRE COMMISSION		500.00	500.00	160.00	0.00	340.00	32.00	
Dept 52230 - PUBLIC FIRE PROTECTION								
Account Type: Expenditure								
101-52230-50609	PUBLIC FIRE PROTECTION	217,000.00	217,000.00	217,077.00	54,269.25	(77.00)	100.04	
Total Expenditure:		217,000.00	217,000.00	217,077.00	54,269.25	(77.00)	100.04	
Total Dept 52230 - PUBLIC FIRE PROTECTION		217,000.00	217,000.00	217,077.00	54,269.25	(77.00)	100.04	
Dept 52300 - AMBULANCE								
Account Type: Expenditure								
101-52300-50804	UNCOLLECTIBLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 52300 - AMBULANCE		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 52400 - BUILDING INSPECTIONS								
Account Type: Expenditure								
101-52400-50101	SALARIES	77,250.00	77,250.00	77,885.30	8,084.80	(635.30)	100.82	
101-52400-50102	WAGES	6,863.00	6,863.00	6,949.50	716.64	(86.50)	101.26	
101-52400-50201	FICA	6,435.00	6,435.00	6,484.79	673.09	(49.79)	100.77	
101-52400-50202	RETIREMENT	5,804.00	5,804.00	5,854.97	608.46	(50.97)	100.88	
101-52400-50203	HEALTH INSURANCE	27,874.00	27,874.00	2,181.97	189.49	25,692.03	7.83	The Building Inspector doesn't hold the Village of Somers insurance
101-52400-50204	DENTAL INSURANCE	1,800.00	1,800.00	127.70	10.28	1,672.30	7.09	The Building Inspector doesn't hold the Village of Somers insurance
101-52400-50205	LIFE INSURANCE	288.00	288.00	223.71	18.61	64.29	77.68	
101-52400-50206	POST RETIREMENT BENEFITS	1,431.00	1,431.00	0.00	0.00	1,431.00	0.00	
101-52400-50207	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	
								– Cell Phone came out of this GL at beginning of the year. Only anticipated expenses remaining in 2024 is the cell phone bill for November and December.
101-52400-50309	OTHER SUPPLIES AND EXPENSE	1,500.00	1,500.00	2,031.79	50.08	(531.79)	135.45	
101-52400-50403	ENGINEERING AND INSPECTION	1,500.00	1,500.00	4,252.58	0.00	(2,752.58)	283.51	Sandro Perez inspections and mileage for Commercial Plumbing and Electrical
101-52400-50405	COMPUTER AND WEBSITE	1,067.00	1,067.00	1,101.00	0.00	(34.00)	103.19	Accessories for new computer. No additional expenses anticipated in 2024.
101-52400-50504	VEHICLE MAINTENANCE	0.00	0.00	57.69	0.00	(57.69)	100.00	Flat tire repair. There was no budget money allocated to this GL. No additional expenses anticipated in 2024.
101-52400-50601	FUEL - GASOLINE AND DIESEL	0.00	0.00	0.00	0.00	0.00	0.00	
101-52400-50701	CONFERENCES & TRAINING	3,000.00	3,000.00	2,226.42	0.00	773.58	74.21	Year end balance is 2,226.42
101-52400-50702	TRAVEL	2,000.00	2,000.00	1,755.94	130.57	244.06	87.80	
101-52400-50806	CODE ENFORCEMENT	1,500.00	1,500.00	169.35	60.00	1,330.65	11.29	
101-52400-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	793.41	0.00	(793.41)	100.00	
Total Expenditure:		138,312.00	138,312.00	112,096.12	10,542.02	26,215.88	81.05	
Total Dept 52400 - BUILDING INSPECTIONS		138,312.00	138,312.00	112,096.12	10,542.02	26,215.88	81.05	
Dept 53100 - PUBLIC WORKS								
Account Type: Expenditure								
101-53100-50101	SALARIES	34,030.00	34,030.00	37,732.53	6,986.44	(3,702.53)	110.88	
101-53100-50102	WAGES	189,598.00	189,598.00	182,983.19	18,665.59	6,614.81	96.51	
101-53100-50104	OVERTIME	3,500.00	3,500.00	3,724.14	392.33	(224.14)	106.40	
101-53100-50105	SNOW REMOVAL	7,000.00	7,000.00	5,628.09	393.88	1,371.91	80.40	
101-53100-50106	SEASONAL	40,000.00	40,000.00	26,818.06	0.00	13,181.94	67.05	We were only able to find 2 seasonal staff last year
101-53100-50201	FICA	20,971.00	20,971.00	19,315.05	1,880.90	1,655.95	92.10	
101-53100-50202	RETIREMENT	15,817.00	15,817.00	15,668.36	1,580.31	148.64	99.06	
101-53100-50203	HEALTH INSURANCE	69,691.00	69,691.00	68,413.50	7,837.73	1,277.50	98.17	
101-53100-50204	DENTAL INSURANCE	4,977.00	4,977.00	5,121.14	489.74	(144.14)	102.90	
101-53100-50205	LIFE INSURANCE	220.00	220.00	274.73	19.58	(54.73)	124.88	
101-53100-50206	POST RETIREMENT BENEFITS	1,431.00	1,431.00	139.20	11.60	1,291.80	9.73	Insurance reimbursemt went from $119.03 to 11.60 per month
101-53100-50207	UNEMPLOYMENT	300.00	300.00	0.00	0.00	300.00	0.00	
101-53100-50307	GEAR AND CLOTHING	1,000.00	1,000.00	1,000.00	0.00	0.00	100.00	Andy-this overage was moved to the sewer account
101-53100-50309	OTHER SUPPLIES AND EXPENSE	19,000.00	19,000.00	17,525.02	(342.63)	1,474.98	92.24	
101-53100-50403	ENGINEERING AND INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00	
101-53100-50405	COMPUTER AND WEBSITE	0.00	0.00	0.00	0.00	0.00	0.00	
101-53100-50501	BUILDINGS AND GROUNDS	0.00	0.00	0.00	0.00	0.00	0.00	
101-53100-50504	VEHICLE MAINTENANCE	14,000.00	14,000.00	14,339.00	329.00	(339.00)	102.42	
101-53100-50505	ROAD MAINTENANCE	70,000.00	70,000.00	70,629.91	12,980.15	(629.91)	100.90	
101-53100-50506	DITCHING AND DRAINAGE	0.00	0.00	0.00	0.00	0.00	0.00	
101-53100-50601	FUEL - GASOLINE AND DIESEL	15,000.00	15,000.00	23,557.55	1,411.19	(8,557.55)	157.05	My assumption would be that Andy did not evenly distribute fuel purchases across all fuel line items
101-53100-50602	ELECTRICITY	9,326.00	9,326.00	11,068.07	818.19	(1,742.07)	118.68	
101-53100-50603	GAS	5,734.00	5,734.00	3,917.78	818.07	1,816.22	68.33	
101-53100-50604	TELEPHONE	500.00	500.00	573.61	45.98	(73.61)	114.72	
101-53100-50606	WATER AND SEWER	15,000.00	15,000.00	9,384.56	2,261.00	5,615.44	62.56	
101-53100-50607	STREET LIGHTS	23,144.00	23,144.00	23,711.57	2,124.73	(567.57)	102.45	
101-53100-50701	CONFERENCES & TRAINING	1,000.00	1,000.00	1,000.00	1,000.00	0.00	100.00	
101-53100-50702	TRAVEL	250.00	250.00	0.00	0.00	250.00	0.00	
101-53100-50902	EQUIPMENT CAPITAL OUTLAY	3,000.00	3,000.00	2,999.68	2,999.68	0.32	99.99	
Total Expenditure:		564,489.00	564,489.00	545,524.74	62,703.46	18,964.26	96.64	
Total Dept 53100 - PUBLIC WORKS		564,489.00	564,489.00	545,524.74	62,703.46	18,964.26	96.64	
Dept 53620 - SOLID WASTE								
Account Type: Expenditure								
101-53620-50102	WAGES	9,237.00	9,237.00	9,307.92	964.94	(70.92)	100.77	
101-53620-50201	FICA	707.00	707.00	697.67	72.30	9.33	98.68	
101-53620-50202	RETIREMENT	637.00	637.00	642.47	66.71	(5.47)	100.86	
101-53620-50203	HEALTH INSURANCE	3,723.00	3,723.00	3,669.24	337.91	53.76	98.56	
101-53620-50204	DENTAL INSURANCE	242.00	242.00	234.53	20.14	7.47	96.91	
101-53620-50205	LIFE INSURANCE	8.00	8.00	10.51	0.71	(2.51)	131.38	
101-53620-50301	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	
101-53620-50408	GARBAGE COLLECTION	590,179.00	590,179.00	532,796.90	43,004.00	57,382.10	90.28	We budgeted for 4,729 unit pickup at 10.40 per unit. We were charged for 4,126 units
101-53620-50504	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	
101-53620-50601	FUEL - GASOLINE AND DIESEL	0.00	0.00	0.00	0.00	0.00	0.00	
101-53620-50608	RECYCLING AND TIPPING FEES	306,504.00	306,504.00	267,280.25	22,360.60	39,223.75	87.20	We budgeted for 4,729 unit pickup at 5.40 per unit. We were charged for 4,126 units
Total Expenditure:		912,237.00	912,237.00	814,639.49	66,827.31	97,597.51	89.30	
Total Dept 53620 - SOLID WASTE		912,237.00	912,237.00	814,639.49	66,827.31	97,597.51	89.30	
Dept 54100 - ANIMAL CONTROL								
Account Type: Expenditure								
101-54100-50409	OTHER CONTRACTED SERVICES	10,733.00	10,733.00	11,756.35	905.16	(1,023.35)	109.53	
Total Expenditure:		10,733.00	10,733.00	11,756.35	905.16	(1,023.35)	109.53	
Total Dept 54100 - ANIMAL CONTROL		10,733.00	10,733.00	11,756.35	905.16	(1,023.35)	[illegible]	

Dept 55200 - PARKS								
Account Type: Expenditure								
101-55200-50101	SALARIES	500.00	500.00	0.00	0.00	500.00	0.00	
101-55200-50201	FICA	38.00	38.00	0.00	0.00	38.00	0.00	
101-55200-50309	OTHER SUPPLIES AND EXPENSE	3,000.00	3,000.00	2,964.94	116.99	35.06	98.83	
101-55200-50409	OTHER CONTRACTED SERVICES	200.00	200.00	0.00	0.00	200.00	0.00	
101-55200-50501	BUILDINGS AND GROUNDS	0.00	0.00	755.00	0.00	(755.00)	100.00	Sand Torpedo 6/2024
101-55200-50902	EQUIPMENT CAPITAL OUTLAY	4,000.00	4,000.00	3,999.95	839.95	0.05	100.00	
Total Expenditure:		7,738.00	7,738.00	7,719.89	956.94	18.11	99.77	
Total Dept 55200 - PARKS		7,738.00	7,738.00	7,719.89	956.94	18.11	99.77	
Dept 55300 - RECREATION								
Account Type: Expenditure								
101-55300-50102	WAGES	5,778.00	5,778.00	5,791.62	604.38	(13.62)	100.24	
101-55300-50104	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	
101-55300-50106	SEASONAL	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00	
101-55300-50201	FICA	557.00	557.00	428.54	44.66	128.46	76.94	
101-55300-50202	RETIREMENT	399.00	399.00	399.64	41.79	(0.64)	100.16	
101-55300-50203	HEALTH INSURANCE	1,009.00	1,009.00	225.27	225.27	783.73	22.33	PW employee doesn't hold the Village of Somers insurance.
101-55300-50204	DENTAL INSURANCE	161.00	161.00	160.33	13.43	0.67	99.58	
101-55300-50205	LIFE INSURANCE	5.00	5.00	3.93	0.33	1.07	78.60	
101-55300-50309	OTHER SUPPLIES AND EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	
101-55300-50902	EQUIPMENT CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		9,409.00	9,409.00	7,009.33	929.86	2,399.67	74.50	
Total Dept 55300 - RECREATION		9,409.00	9,409.00	7,009.33	929.86	2,399.67	74.50	
Dept 56910 - PLAN COMMISSION								
Account Type: Expenditure								
101-56910-50101	SALARIES	37,772.00	37,772.00	38,103.89	3,937.28	(331.89)	100.88	
101-56910-50102	WAGES	3,360.00	3,360.00	840.00	0.00	2,520.00	25.00	Wage will come in under budget due to some members not taking payment.
101-56910-50201	FICA	3,147.00	3,147.00	2,979.94	301.28	167.06	94.69	
101-56910-50202	RETIREMENT	2,606.00	2,606.00	2,626.75	272.17	(20.75)	100.80	
101-56910-50203	HEALTH INSURANCE	6,981.00	6,981.00	5,000.74	450.54	1,980.26	71.63	
101-56910-50204	DENTAL INSURANCE	433.00	433.00	349.06	53.71	83.94	80.61	
101-56910-50205	LIFE INSURANCE	57.00	57.00	48.88	4.49	8.12	85.75	
101-56910-50206	POST RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	
101-56910-50305	PRINTING AND PUBLISHING	400.00	400.00	253.86	0.00	146.14	63.47	
101-56910-50309	OTHER SUPPLIES AND EXPENSE	30.00	30.00	24.00	0.00	6.00	80.00	
101-56910-50403	ENGINEERING AND INSPECTION	0.00	0.00	0.00	0.00	0.00	0.00	
101-56910-50409	OTHER CONTRACTED SERVICES	10,000.00	10,000.00	11,658.00	11,658.00	(1,658.00)	116.58	
Total Expenditure:		64,786.00	64,786.00	61,885.12	16,677.47	2,900.88	95.52	
Total Dept 56910 - PLAN COMMISSION		64,786.00	64,786.00	61,885.12	16,677.47	2,900.88	95.52	
Dept 56920 - BOARD OF APPEALS								
Account Type: Expenditure								
101-56920-50102	WAGES	400.00	400.00	0.00	0.00	400.00	0.00	
101-56920-50201	FICA	31.00	31.00	0.00	0.00	31.00	0.00	
101-56920-50202	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	
101-56920-50309	OTHER SUPPLIES AND EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	
Total Expenditure:		431.00	431.00	0.00	0.00	431.00	0.00	
Total Dept 56920 - BOARD OF APPEALS		431.00	431.00	0.00	0.00	431.00	0.00	
Dept 59100 - TRANSFER OUT								
Account Type: Expenditure								
101-59100-50000	TRANSFER TO OTHER FUNDS	0.00	0.00	616,145.93	616,145.93	(616,145.93)	100.00	CIP fund and Golden Oil transfer to other funds
Total Expenditure:		0.00	0.00	616,145.93	616,145.93	(616,145.93)	100.00	
Total Dept 59100 - TRANSFER OUT		0.00	0.00	616,145.93	616,145.93	(616,145.93)	100.00	
TOTAL EXPENDITURES		6,751,696.00	6,751,696.00	7,303,600.15	1,365,709.02	(551,904.15)	108.17	
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		6,751,696.00	6,751,696.00	8,117,818.05	228,427.48	(1,366,122.05)	120.23	
TOTAL EXPENDITURES		6,751,696.00	6,751,696.00	7,303,600.15	1,365,709.02	(551,904.15)	108.17	
NET OF REVENUES & EXPENDITURES		0.00	0.00	814,217.90	(1,137,281.54)	(814,217.90)	100.00	

VILLAGE OF SOMERS
CASH AND INVESTMENT REPORT 12/31/2024

Account Type	Balance as of 12/31/2024	Interest rate*	YTD interest	Accrued Interest YTD	GF Interest	
TRI-CITY	13,292,712.75	4.625%	$ 734,669.16		$ 515,732.16	48%
LGIP - TOWN	592,303.43	4.61%	$ 26,154.87		$ 26,154.87	100%
LGIP - VILLAGE	8,522,629.43	4.61%	$ 349,742.25		$ -	Included in the Tri-City total
PERSHING-1,194,419.84	1,117,524.53	4.02%	$ 61,015.93	$ 255.80		This interest is being used for the Capital Improvement projects
SCHWAB	4,714,796.33	4.53%	$ 122,482.94		$ 47,400.90	39%
STATE BANK	3,827,906.61	4.85%	$ 77,906.61		$ 30,149.86	39%
	32,067,873.08		$ 1,371,971.76		$ 619,437.79	

*Average interest rate for the month



2024 VILLAGE OF SOMERS
INVESTMENT INCOME

MONTH	STATE BANK	SCHWAB	PERSHING-BORROWING	PERSHING2	LGIP-V	LGIP-T	TOTALS
JAN			$ 8,748.74	$ 41,746.26	$ 17,864.88	$ 2,108.99	$ 70,468.87
FEB			$ 4,541.84	$ 3,238.71	$ 16,773.40	$ 1,980.72	$ 26,534.67
MAR			$ 2,138.84	$ 3,464.01	$ 18,037.81	$ 2,133.00	$ 25,773.66
APR		$ 26,397.50	$ 2,072.20	$ 2,570.47	$ 17,389.86	$ 2,094.22	$ 50,524.25
MAY		$ 303.30	$ 2,149.14	$ -	$ 28,358.44	$ 2,187.13	$ 32,998.01
JUN		$ 21,454.87	$ 16,884.53	$ -	$ 37,015.61	$ 2,146.89	$ 77,501.90
JUL		$ 45,399.56	$ 4,275.96	$ -	$ 38,381.71	$ 2,269.57	$ 90,326.80
AUG	$ 14,477.88	$ 8,952.85	$ 4,902.70	$ -	$ 38,524.90	$ 2,330.36	$ 69,188.69
SEP	$ 16,893.27	$ 3,446.01	$ 4,030.47	$ -	$ 36,200.69	$ 2,242.40	$ 62,812.84
OCT	$ 16,072.78	$ 10,731.26	$ 3,941.85	$ -	$ 35,350.29	$ 2,208.59	$ 68,304.77
NOV	$ 14,633.68	$ 2,950.45	$ 3,664.71	$ -	$ 32,727.44	$ 2,151.43	$ 56,127.71
DEC	$ 15,829.00	$ 2,847.14	$ 3,664.95	$ -	$ 33,117.22	$ 2,301.57	$ 57,759.88
2024 GT	**77,906.61**	**122,482.94**	**61,015.93**	**51,019.45**	**349,742.25**	**26,154.87**	**$ 688,322.05**
1ST QTR	$ -	$ -	$ 15,429.42	$ 48,448.98	$ 52,676.09	$ 6,222.71	$ 122,777.20
2nd QTR	-	48,155.67	21,105.87	2,570.47	82,763.91	6,428.24	161,024.16
3rd QTR	31,371.15	57,798.42	13,209.13	-	113,107.30	6,842.33	222,328.33
4th QTR	46,535.46	16,528.85	11,271.51	-	101,194.95	6,661.59	182,192.36
				Moved to other funds			

FEES

MONTH	STATE BANK	SCHWAB	PERSHING-BORROWING	PERSHING2	LGIP-V	LGIP-T	TOTALS
JAN			$ 154.80	$ 454.78	$ -	$ -	$ 609.58
FEB			$ 259.04	762.36	-	-	$ 1,021.40
MAR			$ 238.17	718.79	-	-	$ 956.96
APR		$ -	$ 243.54	869.59	-	-	$ 1,113.13
MAY		$ -	$ 236.58	-	-	-	$ 236.58
JUN			$ 245.40	-	-	-	$ 245.40
JUL			$ 238.34	-	-	-	$ 238.34
AUG			$ 247.75	-	-	-	$ 247.75
SEP	**30.35**		$ 247.27	-	-	-	$ 277.62
OCT	**-30.35**		$ 226.60	-	-	-	$ 196.25
NOV			$ 234.98	-	-	-	$ 234.98
DEC			$ 228.20	-			$ 228.20
2024 GT	**0**	**0**	**2800.67**	**2,805.52**	**-**	**-**	**$ 5,606.19**
1ST QTR	$ -	$ -	$ 652.01	$ 1,935.93	$ -	$ -	$ 2,587.94
2nd QTR	-	-	725.52	869.59	-	-	1,595.11
3rd QTR	30.35	-	733.36	-	-	-	763.71
4th QTR	(30.35)	-	689.78	-	-	-	659.43

2024 MONTHLY BALANCES

MONTH	STATE BANK	SCHWAB	PERSHING-BORROWING	PERSHING	LGIP-V	LGIP-T
JAN	$ -	$ -	$ 1,226,596.91	$ 3,628,023.97	$ 3,930,323.60	$ 464,120.24
FEB	$ -	$ -	$ 1,148,654.15	$ 3,632,303.21	$ 3,947,097.00	$ 466,100.96
MAR	$ -	$ -	$ 1,153,232.79	$ 3,639,315.20	$ 3,965,134.81	$ 471,107.36
APR		$ 3,668,743.52	$ 1,157,653.73	$ -	$ 3,710,884.17	$ 477,425.36
MAY		$ 8,268,156.33	$ 1,162,484.99	$ -	$ 8,326,763.61	$ 482,949.39
JUN		$ 8,301,206.04	$ 1,166,581.35	$ -	$ 8,363,779.22	$ 485,096.28
JUL		$ 8,360,445.53	$ 1,171,120.94	$ -	$ 8,402,160.93	$ 505,883.97
AUG	$ 3,764,477.88	$ 4,636,287.20	$ 1,102,767.26	$ -	$ 8,440,685.83	$ 522,845.56
SEP	$ 3,781,340.80	$ 4,655,163.64	$ 1,106,656.15	$ -	$ 8,476,886.52	$ 525,087.96
OCT	$ 3,797,443.93	$ 4,678,391.82	$ 1,110,471.63	$ -	$ 8,456,784.77	$ 531,520.33
NOV	$ 3,812,077.61	$ 4,695,511.12	$ 1,113,984.82	$ -	$ 8,489,512.21	$ 590,001.86
DEC	$ 3,827,906.61	$ 4,714,796.33	$ 1,117,524.53	$ -	$ 8,522,629.43	$ 592,303.43
YEARLY AVG	**$ 3,796,649.37**	**$ 5,775,411.28**	**$ 1,144,810.77**	**$ 3,633,214.13**	**$ 6,919,386.84**	**$ 509,536.89**

VILLAGE OF SOMERS 4th QTR REPORT 2024

AVERAGE MONTHLY	STATE BANK	SCHWAB	PERSHING-BORROWING2	PERSHING	LGIP-V	LGIP-T
4th Q BEGIN BALANCE	$ -	$ 8,360,445.53	$ 1,171,120.94	$ -	$ 8,456,784.77	$ 531,520.33
4th Q END BALANCE	3,781,340.80	4,655,163.64	1,106,656.15	-	8,522,629.43	592,303.43
AVERAGE BALANCE	3,812,476.05	4,696,233.09	1,113,993.66	-	8,489,642.14	571,275.21
INTEREST EARNED	46,535.46	16,528.85	11,271.51	-	101,194.95	6,661.59

Respectfully submitted,

Tanya Ealy
Accounting Manager

VILLAGE OF SOMERS
TAX INCREMENT DISTRICT REPORTS

District No.	1	2	3	4	5	6	7	8	9	10	11
Type	Industrial	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use
Creation Date	7/27/2015	9/30/2015	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018
Dissolution Date	7/27/2035	9/30/2035	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038
2024 Revenues and Expenses											
Revenues	$ 1,311,925	$ 1,653,093	$ 694,498	$ 597,248	$ 53,864	$ 76,381	$ 45,114	$ 6,118	$ 4,810	$ 31,139	$ 971
Expenses	704,077	680,656	40,923	275,437	86,725	34,645	1,038	44,136	723	723	723
Excess or Deficiency	$ 607,848	$ 972,436	$ 653,575	$ 321,811	$ (32,861)	$ 41,736	$ 44,076	$ (38,018)	$ 4,087	$ 30,416	$ 248
Totals from Date of Creation to 12/31/2024											
Revenues	$ 22,914,526	$ 21,346,573	$ 2,256,194	$ 2,185,867	$ 259,606	$ 14,641,398	$ 170,386	$ 243,605	$ 12,589	$ 82,616	$ 3,183
Expenses	18,040,885	17,482,525	1,953,617	1,180,657	411,506	14,508,464	46,727	521,985	20,882	29,814	20,864
Excess or Deficiency	$ 4,873,641	$ 3,864,048	$ 302,577	$ 1,005,210	$ (151,900)	$ 132,934	$ 123,659	$ (278,380)	$ (8,293)	$ 52,802	$ (17,681)
Outstanding Debt	$ 8,078,530	$ 5,810,000	$ 134,076	$ -	$ -	$ 157,394	$ -		$ -	$ -	$ -
Less Fund Balances											
TID Capital Projects Fund	1,024,826	(6,488)	(429,651)	(1,005,414)	(171,423)	33,986	(23,270)	(281,587)	(20,881)	(2,138)	(20,863)
TID Debt Service Fund	3,848,816	3,870,536	732,228	2,010,623	19,523	98,948	146,928	3,207	12,588	54,941	3,183
Net Cost to be Recovered as of 12/31/2024	$ 3,204,888	$ 1,945,952	$ (168,501)	$ (1,005,210)	$ 151,900	$ 24,460	$ (123,659)	$ 278,380	$ 8,293	$ (52,803)	$ 17,681
Increment Information											
2019 Revenue	$ 1,078,611	$ 956,504	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2020 Revenue	1,077,133	989,149	-	1,409	3,010	3,313	14,801	472	2,669	3,976	255
2021 Revenue	1,011,945	942,859	-	2,301	-	735	18,136	216	2,317	3,034	72
2022 Revenue	945,869	1,547,204	23,422	688,596	447	14,404	27,799	305	-	-	1,002
2023 Revenue	909,045	1,238,192	25,282	626,177	6,060	15,266	41,071	1,049	3,446	23,125	882
2024 Revenue	875,055	1,244,877	692,444	597,248	10,006	75,699	45,114	1,165	4,810	24,802	971
Check - should be zero	(0)	0	0	0	0	0	(0)	(0)	0	(0)	0

REVENUE AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN
PERIOD ENDING 12/31/2024
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2024 ORIGINAL BUDGET	2024 AMENDED BUDGET	YTD BALANCE 12/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 601 - SOMERS WATER UTILITY							
Fund 601 - SOMERS WATER UTILITY:							
TOTAL REVENUES		1,192,602.00	1,192,602.00	2,373,474.34	411,298.41	(1,180,872.34)	199.02
TOTAL EXPENDITURES		1,612,573.00	1,694,043.00	1,980,477.27	206,384.17	(286,434.27)	116.91
NET OF REVENUES & EXPENDITURES		(419,971.00)	(501,441.00)	392,997.07	204,914.24	(894,438.07)	78.37
Fund 602 - K.R. SEWER DISTRICT							
Fund 602 - K.R. SEWER DISTRICT:							
TOTAL REVENUES		215,397.00	215,397.00	227,664.58	55,747.41	(12,267.58)	105.70
TOTAL EXPENDITURES		340,503.00	340,503.00	349,322.32	54,917.97	(8,819.32)	102.59
NET OF REVENUES & EXPENDITURES		(125,106.00)	(125,106.00)	(121,657.74)	829.44	(3,448.26)	97.24
Fund 603 - UTILITY DISTRICT #1							
Fund 603 - UTILITY DISTRICT #1:							
TOTAL REVENUES		2,370,099.00	2,370,099.00	3,204,562.42	926,339.72	(834,463.42)	135.21
TOTAL EXPENDITURES		3,111,467.00	3,111,467.00	2,512,337.58	259,644.55	599,129.42	80.74
NET OF REVENUES & EXPENDITURES		(741,368.00)	(741,368.00)	692,224.84	666,695.17	(1,433,592.84)	93.37
Fund 604 - STORMWATER UTILITY							
Fund 604 - STORMWATER UTILITY:							
TOTAL REVENUES		280,000.00	280,000.00	291,738.24	0.00	(11,738.24)	104.19
TOTAL EXPENDITURES		230,911.00	379,160.00	168,070.11	13,769.42	211,089.89	44.33
NET OF REVENUES & EXPENDITURES		49,089.00	(99,160.00)	123,668.13	(13,769.42)	(222,828.13)	124.72
TOTAL REVENUES - ALL FUNDS		4,058,098.00	4,058,098.00	6,097,439.58	1,393,385.54	(2,039,341.58)	150.25
TOTAL EXPENDITURES - ALL FUNDS		5,295,454.00	5,525,173.00	5,010,207.28	534,716.11	514,965.72	90.68
NET OF REVENUES & EXPENDITURES		(1,237,356.00)	(1,467,075.00)	1,087,232.30	858,669.43	(2,554,307.30)	74.11

REVENUE AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN
PERIOD ENDING 12/31/2024
% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2024 ORIGINAL BUDGET	2024 AMENDED BUDGET	YTD BALANCE 12/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		6,751,696.00	6,751,696.00	8,117,818.05	228,427.48	(1,366,122.05)	120.23
TOTAL EXPENDITURES		6,751,696.00	6,751,696.00	7,304,199.33	1,366,308.20	(552,503.33)	108.18
NET OF REVENUES & EXPENDITURES		0.00	0.00	813,618.72	(1,137,880.72)	(813,618.72)	100.00
Fund 201 - DRAINAGE FUND							
Fund 201 - DRAINAGE FUND:							
TOTAL REVENUES		0.00	0.00	2,643.15	202.28	(2,643.15)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	2,643.15	202.28	(2,643.15)	100.00
Fund 202 - PARK FUND							
Fund 202 - PARK FUND:							
TOTAL REVENUES		0.00	0.00	3,374.01	258.21	(3,374.01)	100.00
TOTAL EXPENDITURES		5,111.00	5,111.00	0.00	0.00	5,111.00	0.00
NET OF REVENUES & EXPENDITURES		(5,111.00)	(5,111.00)	3,374.01	258.21	(8,485.01)	66.01
Fund 204 - GRANT FUND							
Fund 204 - GRANT FUND:							
TOTAL REVENUES		0.00	0.00	532,190.14	0.00	(532,190.14)	100.00
TOTAL EXPENDITURES		0.00	0.00	532,190.14	0.00	(532,190.14)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 301 - DEBT SERVICE FUND							
Fund 301 - DEBT SERVICE FUND:							
TOTAL REVENUES		1,012,225.00	1,012,225.00	1,020,486.27	566.34	(8,261.27)	100.82
TOTAL EXPENDITURES		1,006,981.00	1,006,981.00	1,167,178.05	4,250.00	(160,197.05)	115.91
NET OF REVENUES & EXPENDITURES		5,244.00	5,244.00	(146,691.78)	(3,683.66)	151,935.78	2,797.33
Fund 302 - TID#1 DEBT SERVICE FUND							
Fund 302 - TID#1 DEBT SERVICE FUND:							
TOTAL REVENUES		870,741.00	870,741.00	1,166,784.61	17,408.75	(296,043.61)	134.00
TOTAL EXPENDITURES		685,690.00	685,690.00	684,033.94	0.00	1,656.06	99.76
NET OF REVENUES & EXPENDITURES		185,051.00	185,051.00	482,750.67	17,408.75	(297,699.67)	260.87
Fund 303 - TID#2 DEBT SERVICE FUND							
Fund 303 - TID#2 DEBT SERVICE FUND:							
TOTAL REVENUES		1,238,739.00	1,238,739.00	1,631,126.65	18,308.72	(392,387.65)	131.68
TOTAL EXPENDITURES		637,316.00	637,316.00	659,282.30	925.78	(21,966.30)	103.45
NET OF REVENUES & EXPENDITURES		601,423.00	601,423.00	971,844.35	17,382.94	(370,421.35)	161.59
Fund 304 - TID#3 DEBT SERVICE FUND							
Fund 304 - TID#3 DEBT SERVICE FUND:							
TOTAL REVENUES		689,030.00	689,030.00	692,444.41	0.00	(3,414.41)	100.50
TOTAL EXPENDITURES		4,223.00	4,223.00	3,948.80	0.00	274.20	93.51
NET OF REVENUES & EXPENDITURES		684,807.00	684,807.00	688,495.61	0.00	(3,688.61)	100.54
Fund 305 - TID#4 DEBT SERVICE FUND							
Fund 305 - TID#4 DEBT SERVICE FUND:							
TOTAL REVENUES		594,303.00	594,303.00	597,248.12	0.00	(2,945.12)	100.50
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		594,303.00	594,303.00	597,248.12	0.00	(2,945.12)	100.50
Fund 306 - TID#5 DEBT SERVICE FUND							
Fund 306 - TID#5 DEBT SERVICE FUND:							
TOTAL REVENUES		9,956.00	9,956.00	10,005.80	0.00	(49.80)	100.50
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		9,956.00	9,956.00	10,005.80	0.00	(49.80)	100.50
Fund 307 - TID#6 DEBT SERVICE FUND							
Fund 307 - TID#6 DEBT SERVICE FUND:							
TOTAL REVENUES		75,326.00	75,326.00	75,698.96	0.00	(372.96)	100.50
TOTAL EXPENDITURES		4,958.00	4,958.00	4,635.55	0.00	322.45	93.50
NET OF REVENUES & EXPENDITURES		70,368.00	70,368.00	71,063.41	0.00	(695.41)	100.99

Fund 308 - TID#7 DEBT SERVICE FUND						
Fund 308 - TID#7 DEBT SERVICE FUND:						
TOTAL REVENUES	44,891.00	44,891.00	45,113.90	0.00	(222.90)	100.50
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	44,891.00	44,891.00	45,113.90	0.00	(222.90)	100.50
Fund 309 - TID#8 DEBT SERVICE FUND						
Fund 309 - TID#8 DEBT SERVICE FUND:						
TOTAL REVENUES	1,159.00	1,159.00	1,164.84	0.00	(5.84)	100.50
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	1,159.00	1,159.00	1,164.84	0.00	(5.84)	100.50
Fund 310 - TID#9 DEBT SERVICE FUND						
Fund 310 - TID#9 DEBT SERVICE FUND:						
TOTAL REVENUES	4,786.00	4,786.00	4,809.69	0.00	(23.69)	100.49
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	4,786.00	4,786.00	4,809.69	0.00	(23.69)	100.49
Fund 311 - TID#10 DEBT SERVICE FUND						
Fund 311 - TID#10 DEBT SERVICE FUND:						
TOTAL REVENUES	24,679.00	24,679.00	24,801.62	0.00	(122.62)	100.50
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	24,679.00	24,679.00	24,801.62	0.00	(122.62)	100.50
Fund 312 - TID#11 DEBT SERVICE FUND						
Fund 312 - TID#11 DEBT SERVICE FUND:						
TOTAL REVENUES	966.00	966.00	970.93	0.00	(4.93)	100.51
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	966.00	966.00	970.93	0.00	(4.93)	100.51
Fund 401 - CAPITAL IMPROVEMENT						
Fund 401 - CAPITAL IMPROVEMENT:						
TOTAL REVENUES	0.00	0.00	478,525.93	319,119.29	(478,525.93)	100.00
TOTAL EXPENDITURES	2,129,193.00	2,312,687.00	1,516,655.96	110,652.45	796,031.04	65.58
NET OF REVENUES & EXPENDITURES	(2,129,193.00)	(2,312,687.00)	(1,038,130.03)	208,466.84	(1,274,556.97)	44.89
Fund 402 - TAX INCREMENTAL DISTRICT #1						
Fund 402 - TAX INCREMENTAL DISTRICT #1:						
TOTAL REVENUES	0.00	0.00	145,140.57	5,204.06	(145,140.57)	100.00
TOTAL EXPENDITURES	18,388.00	18,388.00	20,043.08	5,588.78	(1,655.08)	109.00
NET OF REVENUES & EXPENDITURES	(18,388.00)	(18,388.00)	125,097.49	(384.72)	(143,485.49)	680.32
Fund 403 - TAX INCREMENTAL DISTRICT #2						
Fund 403 - TAX INCREMENTAL DISTRICT #2:						
TOTAL REVENUES	0.00	0.00	21,966.04	925.78	(21,966.04)	100.00
TOTAL EXPENDITURES	19,337.00	19,337.00	21,374.04	5,588.78	(2,037.04)	110.53
NET OF REVENUES & EXPENDITURES	(19,337.00)	(19,337.00)	592.00	(4,663.00)	(19,929.00)	3.06
Fund 404 - TAX INCREMENTAL DISTRICT #3						
Fund 404 - TAX INCREMENTAL DISTRICT #3:						
TOTAL REVENUES	0.00	0.00	2,053.50	0.00	(2,053.50)	100.00
TOTAL EXPENDITURES	37,118.00	37,118.00	36,974.08	8,383.67	143.92	99.61
NET OF REVENUES & EXPENDITURES	(37,118.00)	(37,118.00)	(34,920.58)	(8,383.67)	(2,197.42)	94.08
Fund 405 - TAX INCREMENTAL DISTRICT #4						
Fund 405 - TAX INCREMENTAL DISTRICT #4:						
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	15,737.00	15,737.00	275,437.31	8,383.67	(259,700.31)	1,750.25
NET OF REVENUES & EXPENDITURES	(15,737.00)	(15,737.00)	(275,437.31)	(8,383.67)	259,700.31	1,750.25
Fund 406 - TAX INCREMENTAL DISTRICT #5						
Fund 406 - TAX INCREMENTAL DISTRICT #5:						
TOTAL REVENUES	0.00	0.00	43,858.20	10,086.98	(43,858.20)	100.00
TOTAL EXPENDITURES	31,324.00	31,324.00	86,724.85	11,177.56	(55,400.85)	276.86
NET OF REVENUES & EXPENDITURES	(31,324.00)	(31,324.00)	(42,866.65)	(1,090.58)	11,542.65	136.85
Fund 407 - TAX INCREMENTAL DISTRICT #6						
Fund 407 - TAX INCREMENTAL DISTRICT #6:						
TOTAL REVENUES	0.00	0.00	682.50	0.00	(682.50)	100.00
TOTAL EXPENDITURES	25,531.00	25,531.00	30,009.68	8,383.67	(4,478.68)	117.54
NET OF REVENUES & EXPENDITURES	(25,531.00)	(25,531.00)	(29,327.18)	(8,383.67)	3,796.18	114.87

Fund 408 - TAX INCREMENTAL DISTRICT #7						
Fund 408 - TAX INCREMENTAL DISTRICT #7:						
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,073.00	1,073.00	1,037.58	47.73	35.42	96.70
NET OF REVENUES & EXPENDITURES	(1,073.00)	(1,073.00)	(1,037.58)	(47.73)	(35.42)	96.70
Fund 409 - TAX INCREMENTAL DISTRICT #8						
Fund 409 - TAX INCREMENTAL DISTRICT #8:						
TOTAL REVENUES	0.00	0.00	4,952.82	0.00	(4,952.82)	100.00
TOTAL EXPENDITURES	11,737.00	11,737.00	44,135.91	10,063.67	(32,398.91)	376.04
NET OF REVENUES & EXPENDITURES	(11,737.00)	(11,737.00)	(39,183.09)	(10,063.67)	27,446.09	333.84
Fund 410 - TAX INCREMENTAL DISTRICT #9						
Fund 410 - TAX INCREMENTAL DISTRICT #9:						
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,073.00	1,073.00	722.58	47.73	350.42	67.34
NET OF REVENUES & EXPENDITURES	(1,073.00)	(1,073.00)	(722.58)	(47.73)	(350.42)	67.34
Fund 411 - TAX INCREMENTAL DISTRICT #10						
Fund 411 - TAX INCREMENTAL DISTRICT #10:						
TOTAL REVENUES	0.00	0.00	6,337.36	278.25	(6,337.36)	100.00
TOTAL EXPENDITURES	1,073.00	1,073.00	722.58	47.73	350.42	67.34
NET OF REVENUES & EXPENDITURES	(1,073.00)	(1,073.00)	5,614.78	230.52	(6,687.78)	523.28
Fund 412 - TAX INCREMENTAL DISTRICT #11						
Fund 412 - TAX INCREMENTAL DISTRICT #11:						
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,073.00	1,073.00	722.58	47.73	350.42	67.34
NET OF REVENUES & EXPENDITURES	(1,073.00)	(1,073.00)	(722.58)	(47.73)	(350.42)	67.34
Fund 601 - SOMERS WATER UTILITY						
Fund 601 - SOMERS WATER UTILITY:						
TOTAL REVENUES	1,192,602.00	1,192,602.00	2,373,474.34	411,298.41	(1,180,872.34)	199.02
TOTAL EXPENDITURES	1,612,573.00	1,694,043.00	1,980,477.27	206,384.17	(286,434.27)	116.91
NET OF REVENUES & EXPENDITURES	(419,971.00)	(501,441.00)	392,997.07	204,914.24	(894,438.07)	78.37
Fund 602 - K.R. SEWER DISTRICT						
Fund 602 - K.R. SEWER DISTRICT:						
TOTAL REVENUES	215,397.00	215,397.00	227,664.58	55,747.41	(12,267.58)	105.70
TOTAL EXPENDITURES	340,503.00	340,503.00	349,322.32	54,917.97	(8,819.32)	102.59
NET OF REVENUES & EXPENDITURES	(125,106.00)	(125,106.00)	(121,657.74)	829.44	(3,448.26)	97.24
Fund 603 - UTILITY DISTRICT #1						
Fund 603 - UTILITY DISTRICT #1:						
TOTAL REVENUES	2,370,099.00	2,370,099.00	3,204,562.42	926,339.72	(834,463.42)	135.21
TOTAL EXPENDITURES	3,111,467.00	3,111,467.00	2,512,337.58	259,644.55	599,129.42	80.74
NET OF REVENUES & EXPENDITURES	(741,368.00)	(741,368.00)	692,224.84	666,695.17	(1,433,592.84)	93.37
Fund 604 - STORMWATER UTILITY						
Fund 604 - STORMWATER UTILITY:						
TOTAL REVENUES	280,000.00	280,000.00	291,738.24	0.00	(11,738.24)	104.19
TOTAL EXPENDITURES	230,911.00	379,160.00	168,070.11	13,769.42	211,089.89	44.33
NET OF REVENUES & EXPENDITURES	49,089.00	(99,160.00)	123,668.13	(13,769.42)	(222,828.13)	124.72
TOTAL REVENUES - ALL FUNDS	15,376,595.00	15,376,595.00	20,727,637.65	1,994,171.68	(5,351,042.65)	134.80
TOTAL EXPENDITURES - ALL FUNDS	16,684,086.00	17,097,299.00	17,400,235.62	2,074,613.26	(302,936.62)	101.77
NET OF REVENUES & EXPENDITURES	(1,307,491.00)	(1,720,704.00)	3,327,402.03	(80,441.58)	(5,048,106.03)	193.37

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VILLAGE OF SOMERS
VILLAGE WORK SESSION
MEETING ITEM MEMORANDUM

MEETING DATE: April 15th, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Tanya Ealy, Accounting Manager/Deputy Clerk-Treasurer

AGENDA ITEM: #5 Review and Discuss proposed Resolution No. 2025-006, a Resolution to Amend the 2024 Village of Somers Adopted General Fund Budget

BACKGROUND:

Budgets are often based on estimates. As the fiscal year goes on, actual numbers come in, and adjustments help reflect reality more accurately. The proposed 2024 General Fund budget amendment resulted in Revenues, General Government, Public Safety, Public Works and Solid Waste expense to be greater or less than budgeted. The Village would like to reallocate these funds to better align with the Village's priorities. Below are some of the variances that resulted in this budget amendment.

1. Revenues are greater by $1,413,622.04 than budgeted. Requesting the Board to amend original budget amounts to include the excess revenues.

2. General Government appropriation unit is greater by $119,369.37 than budgeted. Below are some of the departments that contributed to this increase.

   a. Village/Town Office will be $18,047 more than budgeted because of the year-end bonuses.

   b. Assessor expenses will be $6,886.65 more than budgeted. In 2024 the Board approved the contract with Associated Appraisal to conduct revaluations for the Village and Town. These revaluations were completed in 2024. The additional expense is Postage.

   c. Other General Government is over $101,431 than budgeted. This is due to Consulting and Financial, Engineering, and Inspection fees being over. The Consulting and Financial expense increase is due to the Fire Department's Needs Analysis. The Engineering and Inspection fees will be covered by the

Developer Fees of $91,322. Requesting the Board approve balancing out accounts.

d. Payments for Municipal Services are $2,911more than budget. This is due to the Municipal Services coming in more than expected resulting in the expense being over budget. Requesting the Board approve balancing out accounts.

3. Public Safety appropriation unit is greater by $23,462 than budgeted. This is due to Law Enforcement's overtime. Requesting the Board to cover the overage.

4. Public Works appropriation unit is $18,964.26 under budget. This is due to employment changes and health benefits not being taken. Requesting the Board adjust to the actual cost.

5. Solid Waste appropriation unit is $97,597.51 under budget. We budgeted for a 4,729-unit pickup at 10.40 per unit for garbage. We budgeted for 4,729-unit pickup at 5.40 per unit for recycling. We were charged for 4,126 units. Requesting the Board to adjust to actual spending.

In 2024 the Village has overall, in General Fund, done very well with net revenues of $1,413,622.04 that will increase the General Fund balance by $851,718. 2024 General Fund balance unaudited is expected to be $6.3 million compared to $5.8 million in 2023.

ATTACHMENTS:

Budget Amendment Exhibit A

General Fund Variance by Categories Exhibit B

EXHIBIT A

GENERAL JOURNAL ENTRY

Post Date:	12/31/2024
Journal Type:	GJ
Explanation:	BUDGET MODIFICATIONS

Line #	Account Name	Account Number	Increase/(Decrease)	Amount - Increase/(Decrease)
	101-41000-41111	VILLAGE PROPERTY TAXES	Decrease	0.35
	101-41000-41112	TOWN PROPERTY TAXES	Increase	66.53
	101-41000-41140	MOBILE HOME TAXES	Decrease	3,858.07
	101-41000-41320	TAXES FROM OTHER TAX EXEMPT ENTITIES	Increase	9,512.41
	101-41000-41920	AG-USE PENALTY	Increase	16,951.72
	101-42000-42180	VOLUNTARY DONATION	Decrease	75,410.00
	101-43000-43410	STATE SHARED REVENUE	Decrease	9,722.45
	101-43000-43411	PERSONAL PROPERTY AID	Increase	0.22
	101-43000-43420	FIRE INSURANCE DUES	Increase	6,599.43
	101-43000-43431	EXEMPT COMPUTER AID	Increase	0.45
	101-43000-43433	VIDEO SERVICE PROVIDER AID	Decrease	0.20
	101-43000-43529	AMBULANCE FUNDING	Increase	656.28
	101-43000-43531	TRANSPORTATION AID	Increase	2.55
	101-43000-43545	RECYCLING GRANT	Increase	44.01
	101-43000-43691	PAYMENT FOR MUNICIPAL SERVICES	Increase	3,235.20
	101-43000-43692	ENVIRONMENTAL IMPROVEMENT FUND	Increase	87,096.23
	101-43000-43694	DNR GRANT - PS	Increase	1,712.50
	101-44000-44110	CLASS A LIQUOR LICENSES	Decrease	600.00
	101-44000-44111	CLASS B LIQUOR LICENSES	Increase	263.26
	101-44000-44112	OPERATORS LICENSES	Decrease	315.00
	101-44000-44113	BUSINESS AND OCCUPATIONAL LICENSES	Increase	650.00
	101-44000-44116	CIGARETTE LICENSES	Decrease	300.00
	101-44000-44121	CABLE FRANCHISE FEES	Decrease	2,990.85
	101-44000-44122	MOBILE HOME PARK LICENSES	Decrease	500.00
	101-44000-44130	DOG PARK LICENSES	Increase	603.00
	101-44000-44131	DOG LICENSES	Decrease	1,557.02
	101-44000-44300	BUILDING PERMITS	Increase	616.44
	101-44000-44900	OTHER LICENSES AND PERMITS	Decrease	2,463.50
	101-45000-45100	COURT PENALTIES	Increase	79,316.23
	101-45000-45105	DOG PENALTIES	Decrease	45.00
	101-46000-46100	LICENSE PUBLICATION FEES	Increase	10.00
	101-46000-46103	PREQUALIFICATION BID FEES	Increase	2,475.00
	101-46000-46105	CHARGES FOR SERVICES	Decrease	1.02
	101-46000-46106	COURT SERVICE FEES	Decrease	150.00
	101-46000-46220	FIRE AND RESCUE SERVICE FEES	Increase	89,152.85
	101-46000-46221	FIRE INSPECTION FEES	Increase	3,354.60
	101-46000-46222	BURN PERMITS	Increase	765.00
	101-46000-46290	FIRE AND RESCUE ALLOWANCE	Increase	7,222.25
	101-46000-46310	PUBLIC WORKS SERVICE FEES	Increase	5,897.19
	101-46000-46431	LANDFILL PERMITS	Decrease	45.00
	101-46000-46440	WEED CUTTING FEES	Increase	4,266.89
	101-46000-46445	POND MAINTENANCE FEES	Decrease	60.00
	101-46000-46742	AUDITORIUM RENTAL	Decrease	425.00
	101-46000-46743	FIELD RENTAL	Decrease	2,300.00
	101-46000-46851	DEVELOPER FILING FEES	Decrease	1,600.00
	101-46000-46852	DEVELOPER FEES	Increase	91,321.69
	101-48000-48110	INTEREST INCOME	Increase	242,249.56
	101-48000-48111	UNREALIZED GAIN/LOSS IN INVESTMENTS	Increase	43,710.55
	101-48000-48115	PENALTIES AND INTEREST INCOME	Increase	714.96
	101-48000-48200	RENTAL INCOME	Decrease	17,514.35
	101-48000-48306	SELL OF VILLAGE PROPERTY	Increase	496,634.00
	101-48000-48307	SALE OF RECYLCLABLES	Increase	12,697.00
	101-48000-48500	DONATIONS - OTHER	Increase	8,300.00
	101-48000-48510	DONATIONS - PARADE	Decrease	900.00
	101-48000-48900	MISCELLANEOUS REVENUE	Increase	18,199.63
	101-51110-50101	SALARIES	Increase	365.20
	101-51110-50201	FICA	Increase	27.93
	101-51110-50301	OFFICE SUPPLIES	Increase	41.12
	101-51110-50701	CONFERENCES & TRAINING	Decrease	390.00
	101-51110-50702	TRAVEL	Increase	61.64
	101-51120-50101	SALARIES	Increase	182.60
	101-51120-50201	FICA	Increase	13.97
	101-51210-50101	SALARIES	Increase	148.13
	101-51210-50201	FICA	Increase	7.29
	101-51210-50202	RETIREMENT	Increase	27.41
	101-51210-50203	HEALTH INSURANCE	Increase	75.81
	101-51210-50204	DENTAL INSURANCE	Decrease	0.40
	101-51210-50205	LIFE INSURANCE	Decrease	33.92
	101-51210-50301	OFFICE SUPPLIES	Increase	16.00
	101-51210-50309	OTHER SUPPLIES AND EXPENSE	Increase	1,261.85
	101-51210-50701	CONFERENCES & TRAINING	Decrease	745.87
	101-51210-50702	TRAVEL	Decrease	250.00
	101-51410-50101	SALARIES	Increase	32,511.09
	101-51410-50102	WAGES	Increase	683.33
	101-51410-50104	OVERTIME	Decrease	1,500.00

EXHIBIT A

101-51410-50201	FICA	Increase	2,274.04
101-51410-50202	RETIREMENT	Increase	3,324.72
101-51410-50203	HEALTH INSURANCE	Decrease	21,283.93
101-51410-50204	DENTAL INSURANCE	Decrease	1,413.86
101-51410-50205	LIFE INSURANCE	Decrease	156.11
101-51410-50206	POST RETIREMENT BENEFITS	Decrease	88.66
101-51410-50301	OFFICE SUPPLIES	Decrease	1,165.50
101-51410-50302	COPIER	Decrease	149.51
101-51410-50303	POSTAGE	Increase	702.28
101-51410-50309	OTHER SUPPLIES AND EXPENSE	Increase	4,127.36
101-51410-50404	LEGAL	Decrease	5,461.30
101-51410-50405	COMPUTER AND WEBSITE	Decrease	11,985.36
101-51410-50503	EQUIPMENT LEASE AND RENTAL	Increase	11,415.14
101-51410-50701	CONFERENCES & TRAINING	Increase	3,307.47
101-51410-50805	ADMINISTRATIVE CHARGE	Increase	2,906.11
101-51420-50101	SALARIES	Increase	406.27
101-51420-50201	FICA	Increase	19.99
101-51420-50202	RETIREMENT	Decrease	2.94
101-51420-50203	HEALTH INSURANCE	Decrease	7,680.48
101-51420-50204	DENTAL INSURANCE	Decrease	544.46
101-51420-50205	LIFE INSURANCE	Increase	85.54
101-51420-50206	POST RETIREMENT BENEFITS	Decrease	193.25
101-51420-50309	OTHER SUPPLIES AND EXPENSE	Increase	4.70
101-51420-50701	CONFERENCES & TRAINING	Decrease	591.42
101-51420-50702	TRAVEL	Decrease	42.40
101-51421-50305	PRINTING AND PUBLISHING	Decrease	409.29
101-51430-50101	SALARIES	Increase	2,764.95
101-51430-50201	FICA	Increase	211.60
101-51430-50303	POSTAGE	Decrease	384.22
101-51430-50309	OTHER SUPPLIES AND EXPENSE	Increase	1,757.45
101-51430-50902	EQUIPMENT CAPITAL OUTLAY	Increase	4.25
101-51510-50301	OFFICE SUPPLIES	Increase	6,886.65
101-51520-50101	SALARIES	Decrease	400.00
101-51520-50201	FICA	Decrease	31.00
101-51520-50309	OTHER SUPPLIES AND EXPENSE	Increase	1.00
101-51520-50404	LEGAL	Decrease	500.00
101-51520-50701	CONFERENCES & TRAINING	Increase	5.58
101-51610-50309	OTHER SUPPLIES AND EXPENSE	Decrease	2,498.58
101-51610-50409	OTHER CONTRACTED SERVICES	Increase	500.00
101-51610-50501	BUILDINGS AND GROUNDS	Decrease	4,843.01
101-51610-50602	ELECTRICITY	Increase	4.45
101-51610-50603	GAS	Decrease	958.87
101-51610-50604	TELEPHONE	Increase	381.78
101-51610-50606	WATER AND SEWER	Increase	536.62
101-51910-50304	MEMBERSHIPS	Increase	1,139.19
101-51910-50305	PRINTING AND PUBLISHING	Decrease	180.62
101-51910-50401	AUDITING AND ACCOUNTING	Decrease	505.49
101-51910-50402	CONSULTING AND FINANCIAL ADVISOR	Increase	43,132.16
101-51910-50403	ENGINEERING AND INSPECTION	Increase	49,494.20
101-51910-50404	LEGAL	Increase	24,843.27
101-51910-50409	OTHER CONTRACTED SERVICES	Increase	293.75
101-51910-50802	ILLEGAL AND UNCOLLECTIBLE TAXES	Decrease	5,000.00
101-51910-50803	COLLECTION EXPENSE	Decrease	13,810.17
101-51910-50808	PRIOR YEAR EXPENSES	Increase	10,535.78
101-51910-50809	OTHER MISCELLANEOUS EXPENSES	Decrease	7,966.76
101-51910-50811	LIABILITY INSURANCE	Decrease	17,253.86
101-51911-50404	LEGAL	Decrease	500.00
101-51913-50809	OTHER MISCELLANEOUS EXPENSES	Increase	2,911.68
101-52100-50406	LAW ENFORCEMENT	Increase	23,461.95
101-52210-50101	SALARIES	Decrease	53,350.21
101-52210-50103	PART-TIME	Decrease	18,757.35
101-52210-50104	OVERTIME	Increase	51,814.54
101-52210-50107	OFFICERS	Decrease	602.60
101-52210-50108	PAID ON CALL	Increase	1,400.74
101-52210-50109	PAID ON PREMISES	Increase	1,818.82
101-52210-50201	FICA	Decrease	2,091.07
101-52210-50202	RETIREMENT	Decrease	1,970.87
101-52210-50203	HEALTH INSURANCE	Decrease	27,611.06
101-52210-50204	DENTAL INSURANCE	Decrease	2,003.60
101-52210-50205	LIFE INSURANCE	Decrease	712.06
101-52210-50206	POST RETIREMENT BENEFITS	Increase	2,313.25
101-52210-50302	COPIER	Decrease	441.31
101-52210-50303	POSTAGE	Decrease	5.72
101-52210-50306	MEDICAL SUPPLIES	Decrease	1,884.45
101-52210-50307	GEAR AND CLOTHING	Decrease	975.75
101-52210-50309	OTHER SUPPLIES AND EXPENSE	Increase	1,855.16
101-52210-50405	COMPUTER AND WEBSITE	Decrease	3,238.08
101-52210-50502	EQUIPMENT MAINTENANCE	Decrease	333.34
101-52210-50503	EQUIPMENT LEASE AND RENTAL	Increase	0.12
101-52210-50504	VEHICLE MAINTENANCE	Increase	2,769.97
101-52210-50601	FUEL - GASOLINE AND DIESEL	Decrease	351.38
101-52210-50602	ELECTRICITY	Decrease	94.46
101-52210-50603	GAS	Decrease	3,796.96
101-52210-50604	TELEPHONE	Decrease	5,419.83
101-52210-50606	WATER AND SEWER	Increase	665.17

EXHIBIT A

101-52210-50701	CONFERENCES & TRAINING		Increase	3,788.47
101-52210-50703	FIRE PREVENTION		Decrease	1,303.40
101-52210-50809	OTHER MISCELLANEOUS EXPENSES		Increase	1,102.43
101-52210-50902	EQUIPMENT CAPITAL OUTLAY		Decrease	2,306.06
101-52220-50701	CONFERENCES & TRAINING		Decrease	340.00
101-52230-50609	PUBLIC FIRE PROTECTION		Increase	77.00
101-52400-50101	SALARIES		Increase	635.30
101-52400-50102	WAGES		Increase	86.50
101-52400-50201	FICA		Increase	49.79
101-52400-50202	RETIREMENT		Increase	50.97
101-52400-50203	HEALTH INSURANCE		Decrease	25,692.03
101-52400-50204	DENTAL INSURANCE		Decrease	1,672.30
101-52400-50205	LIFE INSURANCE		Decrease	64.29
101-52400-50206	POST RETIREMENT BENEFITS		Decrease	1,431.00
101-52400-50309	OTHER SUPPLIES AND EXPENSE		Increase	531.79
101-52400-50403	ENGINEERING AND INSPECTION		Increase	2,752.58
101-52400-50405	COMPUTER AND WEBSITE		Increase	34.00
101-52400-50504	VEHICLE MAINTENANCE		Increase	57.69
101-52400-50701	CONFERENCES & TRAINING		Decrease	773.58
101-52400-50702	TRAVEL		Decrease	244.06
101-52400-50806	CODE ENFORCEMENT		Decrease	1,330.65
101-52400-50902	EQUIPMENT CAPITAL OUTLAY		Increase	793.41
101-53100-50101	SALARIES		Increase	227.55
101-53100-50102	WAGES		Decrease	6,614.81
101-53100-50104	OVERTIME		Increase	224.14
101-53100-50105	SNOW REMOVAL		Decrease	1,371.91
101-53100-50106	SEASONAL		Decrease	13,181.94
101-53100-50201	FICA		Decrease	1,655.95
101-53100-50202	RETIREMENT		Decrease	148.64
101-53100-50203	HEALTH INSURANCE		Decrease	1,277.50
101-53100-50204	DENTAL INSURANCE		Increase	144.14
101-53100-50205	LIFE INSURANCE		Increase	54.73
101-53100-50206	POST RETIREMENT BENEFITS		Decrease	1,291.80
101-53100-50207	UNEMPLOYMENT		Decrease	300.00
101-53100-50504	VEHICLE MAINTENANCE		Increase	339.00
101-53100-50601	FUEL - GASOLINE AND DIESEL		Increase	8,557.55
101-53100-50602	ELECTRICITY		Increase	1,742.07
101-53100-50603	GAS		Decrease	1,816.22
101-53100-50604	TELEPHONE		Increase	73.61
101-53100-50606	WATER AND SEWER		Decrease	5,615.44
101-53100-50607	STREET LIGHTS		Increase	567.57
101-53100-50702	TRAVEL		Decrease	250.00
101-53100-50902	EQUIPMENT CAPITAL OUTLAY		Decrease	0.32
101-53620-50102	WAGES		Increase	70.92
101-53620-50201	FICA		Decrease	9.33
101-53620-50202	RETIREMENT		Increase	5.47
101-53620-50203	HEALTH INSURANCE		Decrease	53.76
101-53620-50204	DENTAL INSURANCE		Decrease	7.47
101-53620-50205	LIFE INSURANCE		Increase	2.51
101-53620-50301	OFFICE SUPPLIES		Decrease	1,000.00
101-53620-50408	GARBAGE COLLECTION		Decrease	57,382.10
101-53620-50608	RECYCLING AND TIPPING FEES		Decrease	39,223.75
101-54100-50409	OTHER CONTRACTED SERVICES		Increase	1,023.35
101-55200-50101	SALARIES		Decrease	500.00
101-55200-50201	FICA		Decrease	38.00
101-55200-50309	OTHER SUPPLIES AND EXPENSE		Decrease	35.06
101-55200-50409	OTHER CONTRACTED SERVICES		Decrease	200.00
101-55200-50501	BUILDINGS AND GROUNDS		Increase	755.00
101-55200-50902	EQUIPMENT CAPITAL OUTLAY		Decrease	0.05
101-55300-50102	WAGES		Increase	13.62
101-55300-50106	SEASONAL		Decrease	1,500.00
101-55300-50201	FICA		Decrease	128.46
101-55300-50202	RETIREMENT		Increase	0.64
101-55300-50203	HEALTH INSURANCE		Decrease	783.73
101-55300-50204	DENTAL INSURANCE		Decrease	0.67
101-55300-50205	LIFE INSURANCE		Decrease	1.07
101-56910-50101	SALARIES		Increase	331.89
101-56910-50102	WAGES		Decrease	2,520.00
101-56910-50201	FICA		Decrease	167.06
101-56910-50202	RETIREMENT		Increase	20.75
101-56910-50203	HEALTH INSURANCE		Decrease	1,980.26
101-56910-50204	DENTAL INSURANCE		Decrease	83.94
101-56910-50205	LIFE INSURANCE		Decrease	8.12
101-56910-50206	POST RETIREMENT BENEFITS		Decrease	0.00
101-56910-50305	PRINTING AND PUBLISHING		Decrease	146.14
101-56910-50309	OTHER SUPPLIES AND EXPENSE		Decrease	6.00
101-56910-50409	OTHER CONTRACTED SERVICES		Increase	1,658.00
101-56920-50102	WAGES		Decrease	400.00
101-56920-50201	FICA		Decrease	31.00
101-59100-50000	TRANSFER TO OTHER FUNDS		Increase	316,145.93
				2,399,924.09

GENERAL FUND CATEGORIES WITH DEPARTMENT NUMBERS AND NAME

General fund categories	Department number	Department name	BS&A Budgeted before budget amendment	ACTIVITY	Over/(Under) Budget
REVENUE					
	41000	TAXES	3,943,925.00	$ 3,966,597.24	$ 22,672.24
	43000	INTERGOVERNMENTAL	1,079,356.00	$ 1,168,980.22	$ 89,624.22
	44000	LICENSES & PERMITS	379,440.00	$ 372,846.33	$ (6,593.67)
	45000	FINES & FORFEITURES	110,050.00	$ 189,321.23	$ 79,271.23
	46000	PUBLIC CHARGES FOR SERVICES	673,415.00	$ 1,173,299.45	$ 499,884.45
	47000	INTERGOVERNMENTAL CHARGES FOR SERVIC	0.00	$ -	$ -
	48000 + 4200	MISCELLANEOUS REVENUES + SPECIAL ASSES	160,510.00	$ 646,941.83	$ 486,431.83
	48000-48110	INVESTMENT INCOME	400,000.00	$ 642,249.56	$ 242,249.56
	49000	FINANCING SOURCES	$ 5,000.00	$ (4,917.82)	$ 82.18
			$ 6,751,696.00	**$ 8,155,318.04**	**$ 1,403,622.04**
EXPENSES					
GENERAL GOVERNMENT					
	51110	VILLAGE BOARD	$ 54,572.00	$ 54,677.89	$ (105.89)
	51120	TOWN BOARD	$ 25,836.00	$ 26,032.57	$ (196.57)
	51130	CIVIC COMMITTEE	$ 7,000.00	$ 9,609.91	$ (2,609.91)
	51210	MUNICIPAL COURT	$ 88,719.00	$ 89,225.30	$ (506.30)
	51410	VILLAGE/TOWN OFFICE	$ 317,777.00	$ 335,824.31	$ (18,047.31)
	51420	CLERK/TREASURER	$ 77,134.00	$ 68,595.55	$ 8,538.45
	51421	LICENSE PUBLICATION FEES	$ 1,000.00	$ 590.71	$ 409.29
	51430	ELECTIONS	$ 30,920.00	$ 35,274.03	$ (4,354.03)
	51510	ASSESSOR	$ 60,500.00	$ 67,386.65	$ (6,886.65)
	51520	BOARD OF REVIEW	$ 1,081.00	$ 156.58	$ 924.42
	51610	VILLAGE/TOWN HALL	$ 65,823.00	$ 58,945.39	$ 6,877.61
	51910	OTHER GENERAL GOVERNMENT	$ 452,247.00	$ 553,678.80	$ (101,431.80)
	51911	UNION	$ 500.00	$ -	$ 500.00
	51912	INTERGOVERNMENTAL AGREEMENTS	$ -	$ -	$ -
	51913	PAYMENTS FOR MUNICIPAL SERVICES	$ 180,000.00	$ 182,911.68	$ (2,911.68)
	51999	CONTINGENCY	$ -	$ -	$ -
	56920	BOARD OF APPEALS	$ 431.00	$ -	$ 431.00
			$ 1,363,540.00	**$ 1,482,909.37**	**$ (119,369.37)**
PUBLIC SAFETY					
	52100	LAW ENFORCEMENT	$ 778,000.00	$ 801,461.95	$ (23,461.95)
	52210	FIRE DEPARTMENT	$ 2,684,952.00	$ 2,625,214.86	$ 59,737.14
	52220	FIRE COMMISSION	$ 500.00	$ 160.00	$ 340.00
	52230	PUBLIC FIRE PROTECTION	$ 217,000.00	$ 217,077.00	$ (77.00)
	52300	AMBULANCE	$ -	$ -	$ -
	52400	BUILDING INSPECTION	$ 138,312.00	$ 112,096.12	$ 26,215.88
	54100	ANIMAL CONTROL	$ 10,733.00	$ 11,756.35	$ (1,023.35)
			$ 3,829,497.00	**$ 3,767,766.28**	**$ 61,730.72**
PUBLIC WORKS					
	53100	PUBLIC WORKS	**$ 564,489.00**	**$ 545,524.74**	**$ 18,964.26**
SOLID WASTE					
	53620	SOLID WASTE	**$ 912,237.00**	**$ 814,639.49**	**$ 97,597.51**
LEISURE/RECREATION					
	55200	PARKS	$ 7,738.00	$ 7,719.89	$ 18.11
	55300	RECREATION	$ 9,409.00	$ 7,009.33	$ 2,399.67
			$ 17,147.00	**$ 14,729.22**	**$ 2,417.78**
PLANNING AND DEVELOPMENT					$ -
	56910	PLAN COMMISSION	**$ 64,786.00**	**$ 61,885.12**	**$ 2,900.88**
					$ -
TRANSFERS OUT					$ -
	59100	TRANSFER OUT	$ -	**$ 616,145.93**	**$ (616,145.93)**
					$ -
					$ -
			$ 6,751,696.00	**$ 7,303,600.15**	**$ (551,904.15)**
		Grand total Revenue/Expenses	**$ -**	**$ 851,717.89**	**$ 851,717.89**

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VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: April 15th, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #6 Review and Discuss 2024 Annual Report from Chief Andersen

BACKGROUND:

By Ordinance, the Fire Chief shall prepare an annual report for the Board. Attached please find Chief Andersen's annual report for 2024.

If the Board has any specific questions, please contact Chief Andersen before Tuesday's meeting.

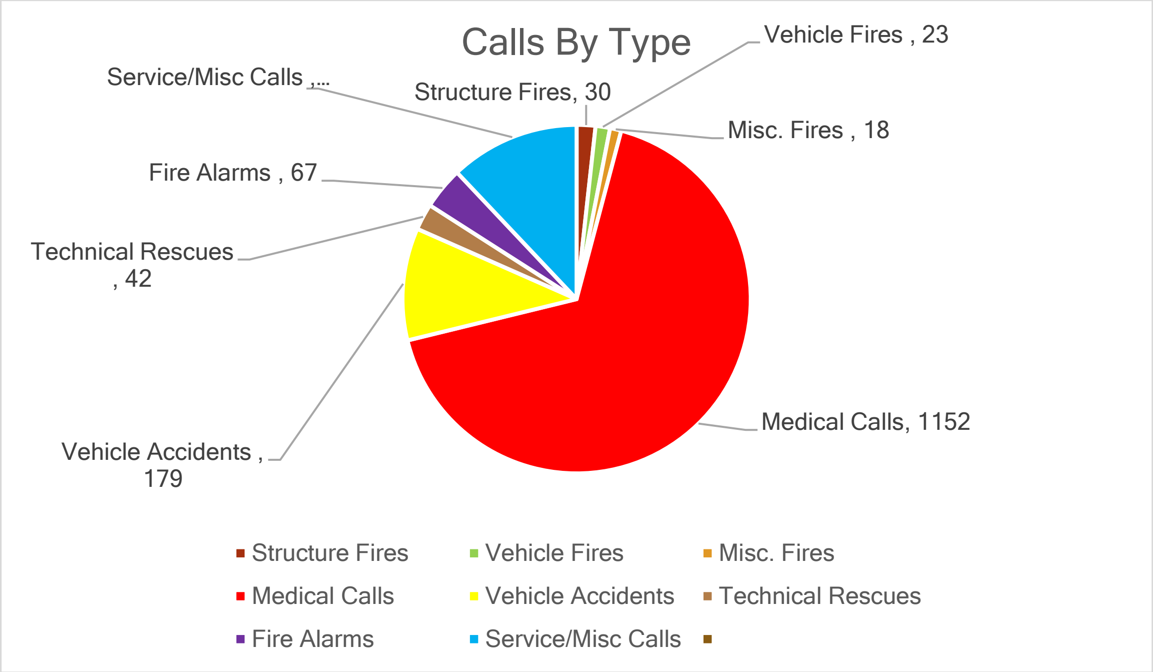
ATTACHMENTS:

Chief Andersen's 2024 Annual Report

ANNUAL REPORT 2024

Somers Fire Department

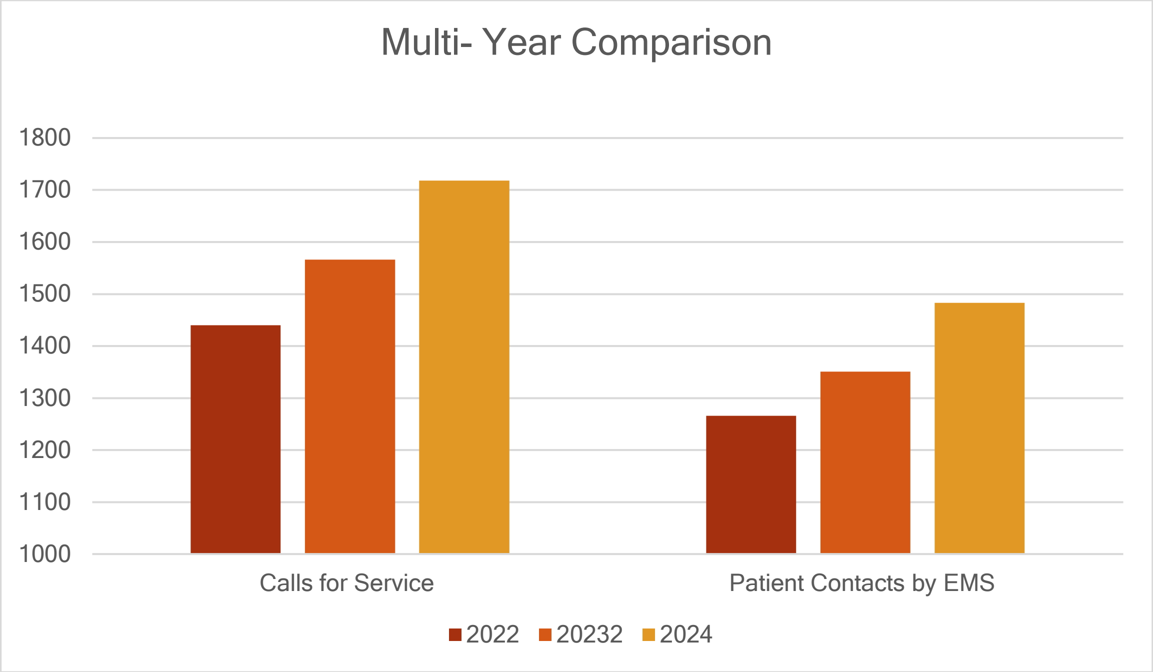
CALLS FOR SERVICE 2024



Call Type	Calls for Service
Structure Fires	30
Vehicle Fires	23
Misc. Fires	18
Medical Calls	1152
Vehicle Accidents	179
Technical Rescues	42
Fire Alarms	67
Service/Misc Calls	207
TOTAL	**1718**

This chart and table breaks down our total calls by call type categories. 2024 was the first time in the 90-year history of the Fire Department that we had more than 1700 calls.

CALL VOLUME & NUMBER OF PATIENT CONTACTS LAST 3 YEARS



	2022	2023	2024
Total Calls for Service	1440	1566	1718
Patient Contacts by EMS	1266	1351	1483

The chart above shows the total number of calls we went on and shows how many patients we have contact with. Some calls, like car accidents, count for one call, but we may encounter multiple patients on that one call. As you can see over the last three years, we're consistently increasing both total calls and number of patients contacted by EMS.

STAFFING CHANGES

In 2024 we added two additional Firefighter/Paramedics which brings our number of full time Firefighter/Paramedics to 12. These 12 Firefighters now gives us 4 fulltime staff on a day (minus vacation or sick days) allowing us to have 2 fulltime staff at each station. These fulltime staff have higher levels of training and experience over most of our Paid-on Call (POC), Paid-on-Premise (POP) and Part-Time Staff members which provides a higher level of service to our residents in Somers. Both of our fulltime hires in 2024 started their fire and EMS careers with Somers as Paid-On Call staff, took full time jobs elsewhere but chose to come back to Somers when a fulltime position opened up.

2024 New Hire #1 Austin Hoecherl

- **Certifications**
  - Firefighter 1 & 2
  - Paramedic
  - Driver Operator Pumper & Aerial
  - Public Safety Diver
  - Swiftwater Rescue Technician
- **Experience**
  - 5 total years in Fire & EMS
  - 4 years with Somers Fire Department
  - 1.5 years with Cambridge EMS in Dane County
- **Quote from Austin**
  - “I love working in Somers!”

2024 New Hire #2 Dan Dimaria

- Certifications
    - Firefighter 1 & 2
    - Driver Operator Pumper
    - Paramedic
- Experience
    - 3.5 total years in Fire & EMS
    - 3.5 Years with Somers Fire Department
    - 7 Months with Caledonia Fire Department

2024 ANNUAL TRAINING REPORT

Somers Fire Department pump operators practice drafting (sucking water) from ponds at local warehouses.

During 2024 the Somers Fire & Rescue Training Division conducted numerous trainings in the areas of:

- Fire Suppression
- EMS (ALS & BLS)
- EMS License Refresher
- Hazardous Materials
- Water/Ice Rescue
- Special response (high angle, trench, collapse & confined space)
- Driver Operator (engines, aerial, tender & MED units)
- Injury Prevention

A total of over 18,430 hours of training between all members took place in just 2024 alone.

All of this training is done to stay compliant with Local, State and National standards. These standards are followed as a minimum.

- Wisconsin SPS-330
- NFPA 1001
- Wisconsin Department Health Services (Administrative Code DHS 110.07)

During 2024, two New Recruit Academies were run (spring & fall) for new members. The Academy is a total of 108 hours. During the Academy, members are trained in basic fire ground skills, department policy and procedures as well as general fire department operations. The Academy prepares members to complete the State of Wisconsin Firefighter 1/Hazmat Ops course. A total of 23 new members were taken on in 2024.

The Department must send members to local Technical Colleges (Gateway & MATC) for certification courses. These courses provide members with the entry or basic license requirements to operate on an emergency scene. Without these certifications or licenses, members cannot legally provide patient care, enter any hazardous environment such as a fire or drive fire apparatus. Over the last few years, State standards have made more stringent standards for licenses and emergency scene operations.

The courses are as followed:

Firefighter 1/Hazmat Ops: 140 Hours
EMT-Basic: 180 hours
Firefighter 2: 42 hours
Fire Officer 1: 40 hours
Driver Operator Pumper: 66 hours
Driver Operator Aerial: 36 hours
Paramedic (including clinical time) 1700 hours

The hours of training are mandatory for ALL active members of the Somers Fire & Rescue. This keeps the members trained to the highest possible standards and always up to date with the best practices for emergency incident mitigation and patient care. The hours of training also help in the areas of Grant application and acquisition as well as ISO ratings.

Somers Fire & Rescue members also trained on new equipment that was placed into service in 2024.

As we move into 2025, the training division will be busy with additional Recruit Academies, monthly fire & EMS trainings as well as training members on new equipment, newer and safer tactics and providing the Village of Somers with high quality members ready for any situation.

Respectfully Submitted,
Training Captain Aaron Strom

Somers personnel completing their Public Safety Diver Certification

Fire Inspection Report

Through the year the following types of inspections were conducted.

- Regular Biannual Fire Inspections of all commercial properties and multi-family units.
- Re-Inspections of buildings when violations are found, until compliance is met.
- New sprinkler installation Inspections.
- New fire alarm installation inspections.
- New occupancy inspections.
- Underground flush tests.
- Construction site inspections.
- Special events inspections.
- Fire protection inspections. These include specific inspections of existing systems and building features, calculating occupancy load, and consultation with business owners about fire safety concerns.

	2024	2023	2022	2021	2020
Total number of inspections performed	871	769	759	798	844
Total number of occupancies in the Village/Town	397	374	360	355	333
Total number of hours spent on inspections	546	465	463	490	470

Wisconsin State Fire Inspectors Area 1 meeting at Somers Fire Department

2024	Jan.	Feb.	Mar.	Apr.	May	June	Jul.	Aug	Spt.	Oct.	Nov.	Dec.	TOTALS
Inspections	1	2	70	88	103	44	1	2	35	59	138	91	**634**
Re Inspections	7	0	0	6	12	6	7	1	0	3	9	5	**56**
Occupancy	2	1	3	0	1	6	0	7	4	2	4	1	**31**
Fire sprinkler/pump	5	2	5	1	5	13	2	11	8	9	8	0	**69**
Fire Alarm	1	1	3	1	1	5	0	7	3	4	4	0	**30**
Flush	1	1	0	4	0	3	4	6	1	4	0	0	**24**
Fire prevention/ protection	0	0	4	0	0	1	2	3	1	0	2	0	**13**
Construction site	1	4	1	0	3	1	0	0	0	0	1	0	**11**
Special Events	0	0	0	0	1	1	0	0	0	1	0	0	**3**
TOTAL	**18**	**11**	**86**	**100**	**126**	**80**	**16**	**37**	**52**	**82**	**166**	**97**	**871**
Hours	21	10	57	66	78	47	10	26	29	53	94	55	546

The Fire Prevention Division also processes permits for fire protection systems that include sprinklers, alarms, commercial kitchen hood systems as part of our plan review program. Each permit also requires an or multiple inspections that are included in the table above. Below is a summary of the permits processed in 2024.

Fire Sprinkler	**38**
Fire Alarm	6
Clean Agent	1
Wet agent	1

Sincerely,

Lt. Adam Pisula
Fire Inspector & Public Education Office

2024 Fire Prevention Report

During 2024 the department had thirty-four official public education events:

- Continue to offer and install free smoke alarms and CO alarms to any village or town resident.

	2024	2023	2022
Smoke Alarms Installed	20	50	70
CO Alarms Installed	4	8	4

- Annual fire safety education day at Somers Elementary School Grade K4 to 5.
- Annual fire safety education day at Busy Bees Daycare.
- Annual Somers Community Day open house with demonstrations, education, and vendors.
- Seven Community CPR classes.
- Fire station tours for all age groups. These tours allow us to provide age-appropriate fire safety education.
- Public education events throughout the community.
- Improved our outreach to the community by using social media.
- Fire safety and education booth at the Kenosha Expo.
- Standby at UW - Parkside annual bonfire and Fireworks for Kenosha County Party in the Park Event.

Sincerely,

Lt. Adam Pisula
Fire Inspector & Public Education Officer

Somers Sparky teaches people how to do CPR at Kenosha Expo 2024

2024 Public Information and Community Outreach Report

- Community CPR/Narcan program continued teaching approximately 40 people over the course of the year.
- Community Day continued for its second year in a row. Attendance and interest in helping were both down and will need to be improved if event is to continue successfully.
- Continued growth of the Fire Department Facebook page with a goal of increasing posts and outreach in 2025
- Fire Department continued its annual involvement in several events both in Somers and surrounding areas such as Festival foods seasonal events, various parades, Burn camp, Parkside bonfire, Somers Elementary events, etc.
- Provided several station tours and public education/first aid training throughout the year including several large groups of students on field trips.
- Other department events such as Easter Egg hunt and Pancake breakfast with Santa continued and were successful.
- Participated in the Kenosha Expo to provide any information related to the department to the public and promote all that we do.

Lt. Niccolo Celebre
Community Outreach Officer/PIO

Fire Department Drone Photo of Community Day 2024

Grant Awards & Funding

In 2024 we were awarded a Wisconsin DNR Fire Safety Grant which paid for 50% of the costs involved with adding an AED (Automatic External Defibrillator) to our UTV that responds on Grass fires and other off-road emergencies. Cardiac emergencies are common events for firefighters when fighting wildland fire. The Wisconsin DNR grant gave us just over $1,300 towards the AED and Accessories.

Fire Department personnel also applied for numerous other grants but were unsuccessful in getting awards. These unsuccessful grants include federal, state and local grants for equipment and staffing.

2024 Fire Department Study

Station Study and Analysis

The Village of Somers hired the McMahon Group to do a study and analysis of the current fire stations. The McMahon group brought in a team of engineers and public safety professional who carefully inspected each of the Village of Somers fire stations. Their findings indicated that neither station is set up properly but station 2 has more serious issues than Station 1 and should be rebuilt. The study also indicated that a 3rd station will likely be needed in the next 5-7 years. The full study can be found at 2024.08.27 PRJ Fire Sation 2024-08 Somers Fire Station Assessment.

Fire Department Operational Analysis and Staffing Needs Assessment

The McMahon Group also completed an analysis of the Fire Department operations and our current staffing model. Overall, we were evaluated as doing very well with the resources we have. Our equipment is in good condition especially since most has been replaced recently. There were several recommendations on little things we can improve on which is something we at Somers Fire are always working towards, improving ourselves and our services. The biggest finding is we are understaffed and need to hire additional fulltime staff to meet current demands. Both studies also noted that these recommendations were for current community size. With planned upcoming developments, more staff will be needed above the current recommendations. This report can be found at 2025.01.15 Somers Fire Dept. Final Report

2024 INCIDENTS OF NOTE

January 16th, crews battled a garage fire on Hwy E in extreme cold weather conditions. Wind Chills were below zero. Several of the Somers personnel on scene had just returned from helping fight building fires in the Village of Salem Lakes overnight. Equipment and clothing were frozen solid.

February 18th 2024, Law Enforcement investigates single vehicle accident. Fire & EMS had to disassemble a large portion of the car to extricate the driver.

May 10th, vehicle crashes into Northside Superette

June 1st, vehicle crashes into Smoothie King

August 27th 2024, commercial van fire under I94

October 18th 2024, two semis and 5-vehicle accident with fire and Injuries on I-94

December 10th 2024, car went off the road into the woods almost 200ft

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VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: April 15, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Josh Fugate, Utilities Manager
Kevin Poirier, Assistant Administrator

REVIEWED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Update on the Water Meter Replacement Program

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BACKGROUND:

The Village and Town of Somers have records dating back to 1998 for water meters installed. Some of the meters that are stated to be installed in 1998 are actually older than that. It is likely that some meters are more than 30 years old according to the Public Works Utilities Manger Josh Fugate due to the manufacture and serial numbers of the meters. Meters are warrantied for 20 years. After that time, they can be inaccurate and read lower volume than actual water usage, especially if they're mechanical positive displacement meters.

In 2023 the Board committed to using ARPA funds to replace water meters in the Village. Staff worked with vendors to ensure the purchase of these meters would conform with ARPA regulations Engineer Snyder reviewed the proposed. The amount included in the 2013 CIP was approximately $351,000. This was based on an older quote that did not fully change the system to a radio read.

Summer of 2024, the Board heard a presentation from a vendor at a Work Session to explain how the new radio read system works and the advantages to the Utility.

The Board approved a contract with Core and Main at the November 14, 2024 Meeting to replace approximately 740 of the aging water meters. The contract, in the amount of $432,788.48 includes new meters and radio read system and were covered by ARPA funds and need to be spent by the end of 2026. The CIP was amended accordingly.

The new iPerl meters from Sensus as well as Radio Read devices will modernize the water utility infrastructure allowing automated meter reading, improve accuracy and efficiency

UPDATE:

Since the program started Public Works has worked diligently through the steps leading to full replacement.

Key Milestones and Recent Developments

- In 2024, a distribution error by Core & Main resulted in the delivery of incorrect meters.
- This issue was rectified in March 2025 with the receival of the correct 5/8-inch meters by Public Works.
- Public Works has begun installing Radio Read devices on existing touch pad readers that are compatible with the new system.
- A workflow, developed by the Village Superintendent and Utilities Manager, is guiding the daily installations.
- There are 583 existing water meter touch pads that are currently being upgraded to enable communication with the new radio read technology, with an anticipated completion by June 2025.

Next Steps in the Upgrade Process:

- After installing radio read devices on compatible meters, 718 water meters will require replacement as they are not compatible with the new hardware.
- Upon replacing these meters with the new iPerl models they will be outfitted with Radio Read devices
- The Radio Read devices allows for automated water meter readings. These devices will communicate with a base station antenna planned for installation at Fire Station 2 via a cell tower.
- Public Works is coordinating with US Cellular to secure access to the tower to install the necessary equipment.
- In the interim, water meter readings will be conducted using a walk-by/drive-by method instead of having to physically touch each meter pad, reducing the reading period by approximately six days.
- Once the tower is fully operational, manual readings will be phased out in favor of complete automation.

COMMENTS:

The program is progressing according to schedule with corrective actions already implemented and clear next steps underway. The automation of water meter readings is expected to enhance operational efficiency and reduce manual labor significantly. This initiative underscores our commitment to modernizing municipal services and improving the overall efficiency of our water management system.

ATTACHMENTS:

Proposed Contract

August 1st 2023 Presentation

SOMERS, WISCONSIN

Master Project Agreement

Core & Main LP
15655 W Rogers Dr.
New Berlin, WI 53151

Table of Contents

Master Project Agreement

This Master Project Agreement ("Agreement") dated as of June 20, 2023 (the "Effective Date") between Core & Main LP, a Florida limited partnership ("Core & Main"), and Somers, Wisconsin ("Client"). Core & Main and Client may be referred to herein individually as a "Party," and jointly as the "Parties."

1. Purpose and Scope. The Parties have entered into this Agreement for the purpose of Core & Main providing an AMI water meter system to Client (the "Project"). Core & Main agrees to undertake the necessary work required for the completion of Core & Main's obligations under this Agreement, including providing materials and any installation or services as specified in Appendix A (the "Work"). Client agrees to undertake all of its obligations that are identified and to pay Core & Main in the manner contemplated by this Agreement.

2. Term. The Term of this Agreement shall begin on the Effective Date and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A.

3. Core & Main's Responsibilities. Core & Main shall provide all Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any work or services beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

4. Client's Responsibilities. Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

5. Default of Client. The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) Client becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Client as insolvent or bankrupt be filed; (d) any failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within thirty (30) days of receipt of written notice from Core & Main. If an event of Default by Client occurs, Core & Main will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination, plus damages and costs incurred as a result of Client's default.

6. Default of Core & Main. The following events shall be considered events of default on the part of Core & Main: (a) the failure of Core & Main to deliver its Work free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main; (b) Core & Main becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Core & Main as insolvent or bankrupt be filed; (c) any representation or warranty (excluding a warranty as contemplated by Section 9 of this Agreement) provided by Core & Main that proves to be materially false or misleading when made, (d) any failure of Core & Main to comply with or perform according to the terms of this Agreement or to commence efforts to correct such failure to perform within thirty (30) days of notice from Client, and thereafter diligently pursue correction. In the event of default by Core & Main, Client will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination. Additionally, Client will be entitled to recover the documented excess actual and direct costs of procuring the Work hereunder through alternate sources provided that Client makes efforts to reasonably mitigate such actual and direct costs.

7. Force Majeure. Neither Core & Main nor Client shall be responsible to each other for damage or delay that arise from Force Majeure, including but not limited to conditions beyond the reasonable control, and not the result of the fault of the impacted Party, including, without limitation acts of God, storms, extraordinary weather, epidemic or pandemic, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of materials required for the Project, and unavailability of fuel.

8. Taxes, Permits, and Fees. Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. The Client must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes when applicable, as well as any tariffs relating to the materials to be provided hereunder. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.

9. Warranty. The extent of the warranty to be provided by Core & Main is set forth in Appendix B.

10. Indemnity. Subject to Section 12 of this Agreement:

(a) Except as otherwise expressly provided in Section 10(b) below, Client assumes all liability and risk associated with the use, operation, and storage of any materials and equipment in its custody and control and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project by Client, except to the extent said damage, injury, or death is the direct result of Core & Main, its employees, and agents.

(b) Core & Main agrees to indemnify, defend and hold Client, its officers and employees harmless from actual and direct losses and damages sustained by Client arising from (a) third party claims to the extent caused by the gross negligence or intentional misconduct of Core & Main, (b) breach of this Agreement or (c) violation of law. To the extent Client has paid Core & Main for its Work, Core & Main shall indemnify and hold Client and its officers and employees harmless from all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project.

11. Title and Risk of Loss. Title and risk of loss for materials and equipment will pass to Client upon delivery to Client at Client's location. If materials are not delivered to Client's location, or if Core & Main is responsible for installation of materials and equipment prior to delivery to Client, then title and risk of loss for materials and equipment will pass to Client upon installation.

12. Liability. Core & Main's liability under this Agreement shall not exceed the amounts paid to Core & Main by Client hereunder. NEITHER CORE & MAIN NOR CLIENT SHALL BE RESPONSIBLE TO EACH OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RESULTING IN ANY FORM FROM THE PROJECT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT, OR OTHERWISE.

13. Insurance.

(a) During the Term of this Agreement Core & Main will procure and maintain at its own expense the following insurance coverage:

(1)	General Liability	\$1,000,000/occurrence, \$2,000,000 aggregate
(2)	Automobile Liability	\$1,000,000 combined single limit
(3)	Worker's Compensation, including Employer's Liability	As required by law
(4)	Umbrella Liability	\$5,000,000

(b) Core & Main will add Client as an additional insured on the above policies except Workers' Compensation. Core & Main shall provide a certificate of insurance evidencing the above coverage. Notice of cancellation will be provided 30 days in advance.

(c) Core & Main will require its Subcontractors to provide a certificate of insurance evidencing coverage acceptable to Core & Main, and to include Client and Core & Main as additional insureds.

14. Safety. Core & Main shall have the primary responsibility for all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations, ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main is expected to perform its Work are safe sites.

15. **Hazardous Materials.** The Project and the Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of hazardous materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the hazardous materials. Client is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.

16. **Delays and Access.** In the event of any delay, including but not limited to Force Majeure or delays caused by Client, Core & Main will notify Client in writing of the existence and nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, and pricing or payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.

17. **Compliance.** Core & Main and Client will comply with all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any governmental bodies, agencies, authorities, and courts having jurisdiction.

18. **Dispute Resolution.**

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute. Thereafter the Parties will attempt to resolve the dispute through negotiations conducted in good faith. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be resolved in accordance with Section 18(b) below.

(b) The Parties agree that in the event any dispute between them relating to this Agreement is not resolved under Section 18(a) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived. BOTH CLIENT AND CORE & MAIN HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

(c) All disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State where Client has its principal office, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

19. **Attorney's Fees.** In the event of any litigation between Parties hereto arising from or with respect to this Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

20. **Assignability.** Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent.

21. **Notices.** All notices and communications related to this Agreement shall be made in following address:

If to Client: Somers, Wisconsin
7511 – 12th Street
Kenosha, WI 53144

If to Core & Main: Core & Main LP
15655 W Rogers Dr.
New Berlin, WI 53151

With a copy to: Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146
Ph: (314) 432-4700
Fax: (314) 432-2550

22. **Binding Effect.** Client and Core & Main each represent and warrant to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement enforceable against such Party in accordance with its terms.

23. **Modifications.** This Agreement shall not be modified in any respect except by a written document signed and agreed to by both Core & Main and Client.

24. **Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

25. **Privacy.** The Privacy Policy of Core & Main may be accessed at the following URL: www.coreandmain.com/privacy-notice/.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"CORE & MAIN"

CORE & MAIN LP

By: ______________________________

Printed Name: _____________________

Printed Title ______________________

"CLIENT"

SOMERS, WISCONSIN

By: ______________________________

Printed Name: _____________________

Printed Title ______________________

Appendix A

Project Scope

1. **Summary of Work.** The Summary of Work for the Project contemplated hereunder consists of providing and installing (if applicable) all Project materials and equipment as listed in Exhibit A-1, and management of the installation process (if applicable) within the geographic area defined in the propagation study or such other geographic area as otherwise defined herein (the "Utility Service Area").

2. **Project Implementation Period.** The Project is projected to commence on __________________________, and will be implemented over an approximate ____________ period of time. Project completion is estimated on or around ___________________.

3. **Compensation.** Core & Main will submit invoices for materials as they are delivered, and for installation and other services no more frequently than weekly. Client agrees to pay Core & Main for the Work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. Core & Main reserves the right to increase prices upon thirty (30) calendar days' notice to address factors beyond its control, including but not limited to government regulations or tariffs. Client will make payment to Core & Main within ____ days of the receipt of an invoice.

4. **Installation Responsibilities of Core & Main**.

(a) Project Installation. Core & Main agrees to perform the Work in accordance with Client's specifications that are attached hereto during the Project Implementation Period specified above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto.

(b) Water Shutoffs. Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to water needs. In order to prevent any damage from plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

(c) Curb Stops. In the event the service location lacks a curb stop or it is defective, Core & Main or its representative will contact the Client. In this event the Client will either A) authorize Core & Main to repair the defect at the price as listed in Exhibit A-1 or as otherwise agreed by the Parties or, B) repair the defect with Client's forces and notify Core & Main that the repair has been made or, C) exclude the meter change out from the Project.

(d) Meter Boxes, Vaults, and Roadways. Core & Main is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the Client's representative, with appropriate lid selection to be mutually agreed upon. The _________________________will retain all existing water meters and materials pulled from the ground during the installation.

(e) AMI Infrastructure Work. Core & Main will install any infrastructure included in Exhibit A-1 as specified in the attached Statement of Work. The Statement of Work identifies responsibilities of Core & Main and Client associated with the installation of the infrastructure. Client agrees to perform the responsibilities of Client as set forth in the Statement of Work.

(f) Disposal. The ________________________ will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(g) Certified Installers. In the event this Agreement includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

(h) Liability.

Water Meter Replacement: Core & Main is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e* .leaks) Core & Main may document them and at Client's written request, repair them for a negotiated price.

Back-Flow Prevention Devices: Core & Main will not be required to install or repair any Back-Flow Prevention Devices. Core & Main assumes no liability or responsibility for the proper functioning of these devices. Core & Main recommends that the Client notify each customer about the potential impact of thermal expansion, but leaves this decision to the discretion of the Client.

(i) Non-Covered Work. Contracted meter change outs contemplate a standard like-for-like meter lay-length change out. In the event that locations exist which require nonstandard work (i.e., move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations, alleys, parking lots, re-piping, changing lay-length, adding flange adaptors, etc.), Core & Main and the Client will either agree on a price the Client will pay Core & Main to perform the work, or the Client will exclude this work from the Project. Should Core & Main, in its sole discretion, determine that any portion of the Work is unsafe, that portion of the Work will be considered nonstandard and will be excluded from the Project.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data and information in Client's possession, including previous reports, maps, surveys, necessary for Core & Main to perform the Work. Client shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, Client shall locate the meter in a timely manner.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and its subcontractors.

(c) Client Cooperation. Client support will be required during implementation of the Project to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Timely Review. The Client shall examine all invoices and inspect all completed work by Core & Main in a timely manner. In the event that Client fails to make timely payment to Core & Main as a result of Client's delay in inspecting the Work or processing Core & Main's invoice, Core & Main reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work.

Exhibit A-1

Project Pricing

Bid Proposal for Somers - Sensus AMI 6-22-23

VILLAGE OF SOMERS
Job Location: somers, WI
Bid Date: 06/22/2023
Core & Main 2988745

Core & Main
15655 West Rogers Dr
New Berlin, WI 53151
Phone: 262-786-5186
Fax: 262-786-4240

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS,			
		MATERIALS ARE SUBJECT TO PRICING AT TIME			
		OF SHIPMENT. MATERIAL AVAILABILITY AND			
		TIMELINESS OF SHIPMENTS CANNOT BE			
		GUARANTEED. THIS TERM SUPERSEDES ALL OTHER			
		CONTRACTUAL PROVISIONS.			
10		**INFRASTRUCTURE**			
20	1	SENSUS M400 BASESTATION	EA	35,000.00	35,000.00
30	1	ANTENNA INSTALLATION	EA	10,000.00	10,000.00
				SUBTOTAL	**45,000.00**
40		**ONE TIME SETUP & TRAINING FEES**			
50	1	RNI SAAS SETUP FEE	EA	7,957.00	7,957.00
60	1	SENSUS RNI ON-SITE TRAINING RNI CORE EDUCATION	EA	5,500.00	5,500.00
70	1	SENSUS ANALYTIC SET UP FEE	EA	3,750.00	3,750.00
80	1	SENSUS ANALYTICS INTEGRATION BASIC INTEGRATION	EA	5,000.00	5,000.00
90	1	SENSUS ANALYTIC TRAINING ON-SITE	EA	2,500.00	2,500.00
110	1	AG6590 AUTOGUN W/BLUE TOOTH 5390753765901	EA	1,460.00	1,460.00
120	1	SENSUS COMMAND LINK 2 5396353704418	EA	650.00	650.00
130		**NOTE: ANDROID/APPLE TABLET NOT INCLUDED**			
140	1	C&M TABLET SET UP FEE	EA	500.00	500.00
				SUBTOTAL	**27,317.00**
150		**ANNUAL HOSTING FEE YEAR 1-5**			
160	1	SENSUS RNI & SA FEE YEAR 1	EA	15,271.00	15,271.00
170		**3% INCREASE YEAR OVER YEAR**			
190		**BASED ON 1298 SERVICES**			
				SUBTOTAL	**15,271.00**
200		**IPERL METERS**			
210	741	IPERL 3/4 25' 3W PE 100CF SM 4WHL I3S5FLXX	EA	165.00	122,265.00
				SUBTOTAL	**122,265.00**
220		**510M RADIOS**			
230	1298	510M S/POINT M2 TC SP HR & LD 5396353751201MI	EA	165.00	214,170.00

Actual taxes may vary

Seq#	Qty	Description	Units	Price	Ext Price
				SUBTOTAL	**214,170.00**
				Sub Total	**424,023.00**
				Tax	0.00
				Total	**424,023.00**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

Exhibit A-2

Sensus Advanced Metering Infrastructure (AMI) Agreement

Software as a Service Agreement

between

Village of Somers, Wisconsin
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.		**Customer: Village of Somers, Wisconsin**	
By:	____________________	By:	____________________
Name:	____________________	Name:	____________________
Title:	____________________	Title:	____________________
Date:	____________________	Date:	____________________

Contents of this Agreement:

Agreement

1. **General**
   A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
   A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
   B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
   A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 6/8/2016 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

4. **Equipment.**
   A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: https://www.sensus.com/tc, or 1-800-METER-IT
   B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE**.
5. **Services.**
   A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
   B. **Technical Support**. Sensus shall provide Customer the technical support set forth in Exhibit B.
   C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
   D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
   E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. **General Terms and Conditions.**
   A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
   B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
   C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
   D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
   E. **Intellectual Property Rights.**

i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.

iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.

iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.

i. **Export Control Laws**. Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.

ii. **Anti-Corruption Laws**. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.

I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.

J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

M. **Acknowledgement of Events**. The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.

N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**

A. **"*Affiliate*"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.

B. "***Confidential Information***" means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.

C. **"*End User"*** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.

D. "***Field Devices***" means the SmartPoint Modules .

E. "***FlexNet Base Station***" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

F. **"*FlexNet System*"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

G. "***Force Majeure***" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

H. ***"Hosted Software"*** means those items listed as an Application in Exhibit A.

I. "***In/Out Costs***" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.

J. "***Intellectual Property***" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

K. "***LCM***" identifies the load control modules.

L. **"*Ongoing Fee*"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.

M. "***Patches***" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

N. "***Permitted Use"*** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.

O. ***"R100 Unit*"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.

P. **"*Release*"** means both Updates and Upgrades.

Q. **"*Remote Transceiver*"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.

R. **"*RF Field Equipment*"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).

S. **"*RNI*"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.

T. **"*RNI Software*"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

U. ***"Service Territory"*** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.

V. **"*Server Hardware*"** means the RNI hardware.

W. ***"SmartPoint™ Modules*"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.

X. **"*Software*"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.

Y. **"*Updates*"** means releases of the Software that constitute a minor improvement in functionality.

Z. **"*Upgrades*"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

AA. **"*WAN Backhaul*"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. **Description of Services.**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. **Software as a Service Generally.**

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**

i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.

ii. Sensus will provide production and disaster recovery environments for Application.

iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.

iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
- (a) Network addresses and virtual private networks (VPN)
- (b) Standard time source (NTP or GPS)
- (c) Security access points
- (d) Respond to relevant alarms and notifications

v. Capacity and performance management. Sensus will:
- (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
- (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
- (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
- (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
- (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.

vi. Database management. Sensus will:
- (a) Implement the data retention plan and policy, and will provide the policy upon request.
- (b) Monitor space and capacity requirements.
- (c) Respond to database alarms and notifications.
- (d) Install database software upgrades and patches.
- (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management. Sensus will:
- (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
- (b) Respond to incidents and problems that may occur to the Application(s).
- (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
- (d) Correlate incidents and problems where applicable.

(e) Sensus personnel will use the self-service portal to document and track incidents.
(f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
(g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
(h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:
(a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
(b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
(c) Conduct period penetration testing of the network and data center facilities.
(d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
(e) Perform anti-virus and Malware patch management on all systems.
(f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
(g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
(h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
(i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
(j) Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:
(a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
(b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
(c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
(d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
(e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
(f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
(g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
(h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
(i) The Application shall have a RTO of forty-eight (48) hours.
(j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
(k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. **Customer Responsibilities:**
i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
ii. Participate in all required configuration and change management procedures.
iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
vii. Responsible for local area network configuration, management, and support.
viii. Identify and research problems with meter reads and meter read performance.
ix. Create and manage user accounts.
x. Customize application configurations.
xi. Support application users.
xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
xiii. Respond to alarms and notifications.
xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. <u>**Software as a Service**</u> does <u>not</u> include any of the following services:
i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. **Further Agreements**

A. System Uptime Rate.
i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

System Uptime Rate = 100 x <u>(TMO – Total Non-Scheduled Downtime minutes in the Month)</u>

ii. **Calculations**

a. ***Targeted Minutes of Operation*** or ***TMO*** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.

b. ***Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

c. ***Non-Scheduled Downtime*** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions**. Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

a. **Emergency Work**. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.

ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.

iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.

iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.

v. Dry pipe pre-action fire detection and suppression systems are provided.

vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

i. Customer shall promptly pay all Software as a Service fees.

ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.

v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

i. **Description of Software Solutions**. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.

ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.

a. Core Package

(i) Communication
1. Manages all inbound and outbound traffic to and from endpoints
2. Outbound routing optimization
3. Route analyzer
4. AES256 bit encryption of radio messages
5. Reports and metric details of network performance and troubleshooting aids
6. Management of RF equipment (base stations and endpoint radios)

(ii) Data Collection
1. Missing read management
2. Management of duplicate reads
3. 60 day temporary storage

(iii) Application integration
1. To Sensus Analytics applications
2. Enable 3rd party application integration
3. Batch CMEP file export
4. Real-time access through MultiSpeak

(iv) Endpoint Management
1. Gas, water, electric, lighting concurrent support
2. Remote configuration
3. Remote firmware updates
4. Reports, metrics and Troubleshooting

(v) User Management
1. Secure access
2. Password management
3. Definable user roles
4. User permissions to manage access to capabilities

b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:

(i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.

(ii) Customer Responsibilities:
1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
2. Establish the network and security required for the two systems to reasonably communicate.
3. Verify integration to third party system functionality is working as intended.

(iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. **Sensus Analytics**

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

i. Device Access
   a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
   b. Allows a view of the meter interval or register reads.
   c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
   d. Allows the current and historical data to be viewed.
   e. Allows the current usage to be compared to historical distribution averages.
   f. Allows the user to see the meter location on a map view.
   g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
   h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).

ii. Meter Insight (provides the following)
   a. # of active meters.
   b. # of orphaned meters with drill down to the list of meters.
   c. # of inactive meters with usage drill down to the list of meters.
   d. # of stale meters with drill down to the list of meters.
   e. # of almost stale meters with drill down to the list of meters.
   f. # of meters where no read is available with drill down to the list of meters.
   g. # of meters with maximum threshold exceptions with drill down to the list of meters.
   h. # of meters with minimum threshold exceptions with drill down to the list of meters.
   i. # of unknown radios with drill down to the list of meters.

iii. Report Access
   a. Allows the user to see meter alarms and choose a report from a list of standard reports.
   b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
   c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
   d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
   e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
   f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
   g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
   h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
   i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
   j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
   k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
   l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
   m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
   n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.

iv. Billing Access
   a. Initiate the creation of billing export files formatted to the import needs of the billing system.
   b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
   c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
   d. Will store created billing files for a period of three years unless otherwise denoted.
   e. The system will allow creation of test files before export to the billing system.

v. Billing Adaptor
   a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.

vi. Data Store
   a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
   b. Stored data is available online for reports and analysis.
   c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

i. Alarm Insight
   a. Allows the user to summarize and filter alarms by a date range.
   b. Allows the user to review all alarm types on a single screen.
   c. The user can filter out the alarms not wanted on the screen.
   d. Alarm totals can be visualized.
   e. Adds a view of trending alarms over time.
   f. Click to drill down on an alarm to gain more information on specific events.
   g. Click to analyze a specific event on a particular device.

ii. Alert Manager
   a. Allows creation of alert groups who will be notified when an alarm occurs.
   b. Users can manage alert groups by adding and removing group members.
   c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).

d. Allows creation of an alert from the available system events from smart points and assign to a group.
e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.

ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).

iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.

iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.

v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**

vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

vii. **Customer Acknowledgements.**

a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. **Third Party Software.**

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B
Technical Support

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).

b) The local distributor.

c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).

2.2. Proactive reporting and resolution of problems.

2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.

2.4. Responding to service requests and product changes.

2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a SalesForce ticket.

4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into SalesForce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.

c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the SalesForce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into SalesForce Knowledge Base.
3	1 Business Day	30 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into SalesForce Knowledge Base. • Fix incorporated into future release.

6. **Problem Escalation Process**.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SalesForce ticket number and the reason why the issue is being escalated.

6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given SalesForce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions**.

7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

Exhibit A-3

Statement of Work

Sale through Value Added Reseller (VAR)

General Responsibilities:

Core & Main will:

1. Provide a project manager to coordinate all FlexNet installation activities with the Client and be the main contact point between the Client and Sensus during the infrastructure and SmartPoint Module deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and contract installation crews hired by Client.
2. Provide Client a Sensus certified propagation study that determines the locations best suited for installation of the BASESTATION's and to ensure proper communications with end point transmitters and the Regional Network Interface (RNI).
3. Work with Sensus to commission the RNI hardware and software remotely.
4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices
5. Schedule training familiarization / operators training for head end software to Client identified personnel at the Client's location.
6. Hire a qualified installation contractor to install the antennae and cable that runs between the basestation and the antenna.

Client will:

1. Provide a key point of contact, contact information, for project management activities to work with the Core & Main project manager to help facilitate a timely installation of the FlexNet system.
2. Hire a qualified installation contractor to install the BASESTATION equipment and run all data and power cables between the power supply and the BASESTATION.
3. Perform all site preparation work for the RNI and BASESTATIONs.
4. Be responsible to provide the network infrastructure in the Power and RNI Location areas in Diagram 1, including network cabling and power identified in blue in Diagram 1.
5. Be responsible for monthly and annual fees associated with the network access for all sites where network access is needed.
6. Be responsible to provide communications link between the Regional Network Interface (RNI) and BASESTATION.
7. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the Client's internal network.
8. Be responsible for the installation of Meters, SmartPoint Modules, Load Control, Home Area Network, and Automation Devices.

RNI Responsibilities:

The RNI will be a SAAS model that will be stored at one of Sensus secure data sites. If Owned Model is available Client will be required to purchase the servers through Sensus and provide adequate power and room to house the servers.

Core & Main will:

1. Supply the RNI hardware and data management software necessary to operate on the RNI hardware.
2. Work with Sensus to obtain final configuration of all software and RNI hardware for operation with the FlexNet network.

3. Work with Sensus to Test, and verify proper network connectivity to access the BASESTATION.

Client will:

1. Purchase all needed FlexNet (RNI) computer equipment.
2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the BASESTATION site.
3. Provide the necessary static IP addresses for the FlexNet system components.
4. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes.
5. Provide remote network access to the FlexNet BASESTATION network to Sensus. This provides Sensus Technical Services personnel the ability to perform ongoing system support and troubleshooting.

Infrastructure Site Responsibilities

BASESTATION:

Core & Main will:

1. Instruct Client concerning infrastructure site preparation work, and verify work is done correctly.
2. Coordinate the installation and commissioning of FlexNet Infrastructure for proper operation.
3. Hire a competent contractor to install the antenna and related components.
4. Provide the necessary antennas, mounts, cable and other antenna components for the BASESTATIONS.
5. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.

Client will:

1. Purchase the required number of BASESTATIONs.
2. Be responsible to provide an area at the BASESTATION site for installation if the BASESTATION is installed at a Client provided site.
3. Be responsible to provide a 120 VAC power source to the BASESTATION. All necessary electric requirements which will include 120 VAC Non GFI receptacles to be at the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
4. Hire a certified electrician to connect all power to the BASESTATION.
5. Be responsible to provide network access at the site where the BASESTATION is located. Client should consult with Core & Main about the available options for network connections between BASESTATION and RNI.
6. Be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to the BASESTATION installation.
7. Be responsible to provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
8. Be responsible to provide any conduit or trenching needed to run the data cable to the BASESTATION. Client is responsible to assure that data cable is located to final location of the BASESTATION.
9. Be responsible to provide security at BASESTATION location.

10. Be responsible to provide sufficient foundation to secure the outdoor cabinet should an outdoor cabinet be required to house the BASESTATION. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs per square inch.
11. Be responsible to provide 240 VAC of power to the BASESTATION unit should an outdoor cabinet be required. Receptacles to be located within 1foot of the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes. 1
12. Be responsible for installing grounding material at the location of the BASESTATION installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the BASESTATION.
13. Be responsible for proper ground field at the BASESTATION site.
14. Be responsible for getting access/permission to any structure that is not owned by the Client.
15. Prepare the site for the BASESTATION by completing the below tasks:
    a. Site must have a network connection available for the BASESTATION to communicate with RNI. The Ethernet connector on the BASESTATION unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the BASESTATION such as Juniper router / firewall, switches, etc. will be Client provided.
    b. Client will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.)
    c. Provide suitable antenna mounting structure such as a tower, mono-pole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
    d. Indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.
    e. Outdoor site installation single phase 240 VAC 30 amp circuit from Meter bank to disconnect panel on BASESTATION
    f. Outdoor site shall have installation of BASESTATION concrete support pad or suitable steel support structure with a minimum loading capacity of 600lb. Sq.ft.
    g. Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Appendix A of the Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.
    h. Site must have all RF, and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended

Echo Transceiver / Remote Transceiver Responsibilities

Core & Main will:

1. Provide mounting brackets for installation.
2. Identify the optimum location to install the Echo Transceiver/Remote Transceiver and communicate those locations to Customer.
3. Echo Transceiver/Remote Transceiver locations will be identified only after sufficient FlexNet Base Stations and endpoints have been installed and it is apparent that additional infrastructure in the form of Echo Transceivers/Remote Transceivers is required to optimize system performance.
4. Install the Echo Transceiver/Remote Transceiver units and ancillary equipment necessary to a structure.

Customer will:

1. Provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Echo Transceiver/Remote Transceiver will be installed to supply all necessary power requirements. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.

3. Initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Echo Transceivers/Remote Transceivers.
4. Provide adequate electricity to the Echo Transceiver/Remote Transceiver locations and be responsible for any and all recurring electricity charges for Echo Transceiver/Remote Transceiver operations.
5. Be responsible for on-going maintenance and support of the equipment after installation.

SmartPoint Module Installation Responsibilities

Core & Main will:

1. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMI System.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.
3. Visit and troubleshoot Endpoints that are not reporting into the system. Investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Assign an internal and/or installation contractor auditor to ensure installation work is correct. Core & Main will engage Sensus to train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting Endpoints and installation errors.
5. Once the installer has completed troubleshooting of installation issues, Core & Main will engage Sensus to investigate the remaining Endpoints to identify and fix any coverage issues.
6. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.

Client will:

1. Purchase Endpoints. "Endpoint", in this Exhibit only, means a Sensus meter or a Sensus SmartPoint Module installed on a third party meter.

Miscellaneous Responsibilities

Client will:

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.

Appendix B

WARRANTY

The warranties on Work shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project is attached hereto as Exhibit BD-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such meters and equipment ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work necessary to bring Core & Main's installation Work into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY CLIENT HEREUNDER.

Exhibit B-1

Manufacturers' Warranties

Attached to this Exhibit B-1 are the manufacturers' warranties for each of the manufacturers providing materials to the Project.

Sensus Limited Warranty

1. **General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

2. **SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. **SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. **accuSTREAM maincases** will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

4. **ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally data sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

5. **iPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL data sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

6. **Sensus OMNI™, OMNI+ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.

7. **Sensus Cordonel Meters** are warranted to perform to the accuracy levels as set forth in the Cordonel data sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The Cordonel System Component warranty does not include the external housing.

8. **Sensus Cordonel maincases** are warranted to maintain their structural integrity for a period of twenty (20) years from the date of Sensus shipment.

9. **Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

10. **Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

11. **Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

12. **Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years[1]
7500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years[2]
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years[3]
Sensus® Electronic Register+™	20 years[4]
Sensus® Smart Gateway Sensor Interface	1 year[5]
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 year[3]

---

[1] Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

[2] Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries

[3] Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads manufactured after April 2018
- Cordonel System Batteries, the flow sensing and data processing assemblies, and the register ("Cordonel System Components")
- SmartPoint 510M/520M/515M//512M-PLS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described in Section 13

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule.

Years	Replacement Price	Years	Replacement Price
1 – 15	0%	19	60%
16	30%	20	70%
17	40%	>20	100%
18	50%		

[4] Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

[5] Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

637 Davis Drive
Morrisville, NC 27560
1-800-638-3748

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13. **ally® Meter Batteries and Components, Including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 4, for the period stated below:

Batteries	15 years[6]
Sensors	5 years
Valve & Gear Motor	5 years[7]
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years[6]

14. **Cordonel Meter Batteries and Components** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 7, for the period stated below:

Batteries	20 years[3]
Sensors	5 years
SmartPoint 510M/520M Modules and Batteries in service w/Cordonel models with pressure	15 years[6]

15. **IPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 16.

16. **Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third-Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third-Party Device.

17. **Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

18. **Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All products must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 18 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

19. **Warranty Exceptions and No Implied Warranties.** This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing, or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

20. **Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TERMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

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[6] If applicable, any SmartPoint 510M/520M Modules ever paired with an ally meter or Cordonel with pressure meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint module is warranted to perform up to five (5) firmware upgrades for the SmartPoint module and up to five (5) firmware upgrades for the ally meter or Cordonel (with pressure) meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally meter valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

[7] Notwithstanding the foregoing, valve and gear motor components of ally meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

Village of Somers
AMI Metering Presentation
August 1st, 2023

Agenda

1. Company Overviews
2. Metering Options
3. Network
4. Advanced Monitoring Solutions
5. Security
6. Software
7. Questions and Answers

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Presenters

- **Tim West**
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  - 262.271.1665

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Fast Facts

Performance:

$5.1 billion in annual revenue

Locations:

300+ branches

Employees:

3,100+

Headquarters:

St. Louis, Missouri

History:

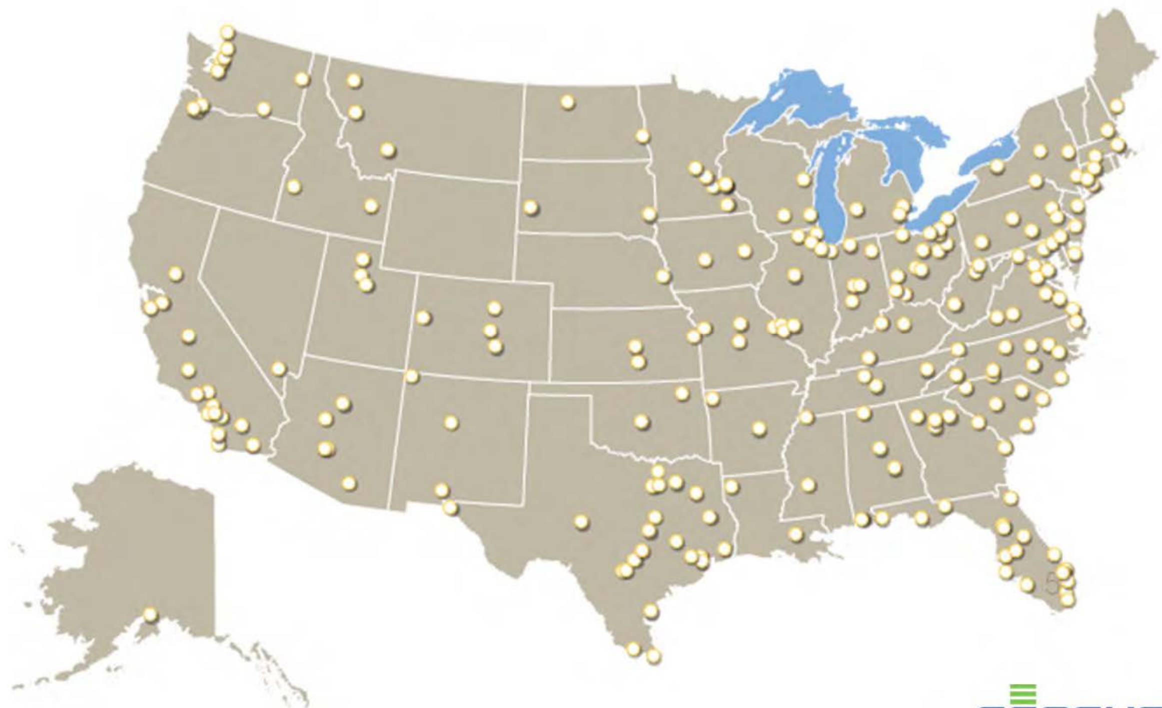
70+ years in business

#1 U.S. Waterworks distributor

U.S. waterworks market size:

~$18 billion

CORE & MAIN™



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Sensus by the Numbers

179
Years serving utilities

14K
Customers

2,600
Colleagues

48M
SmartPoints
875M Messages/day

92M
Meters

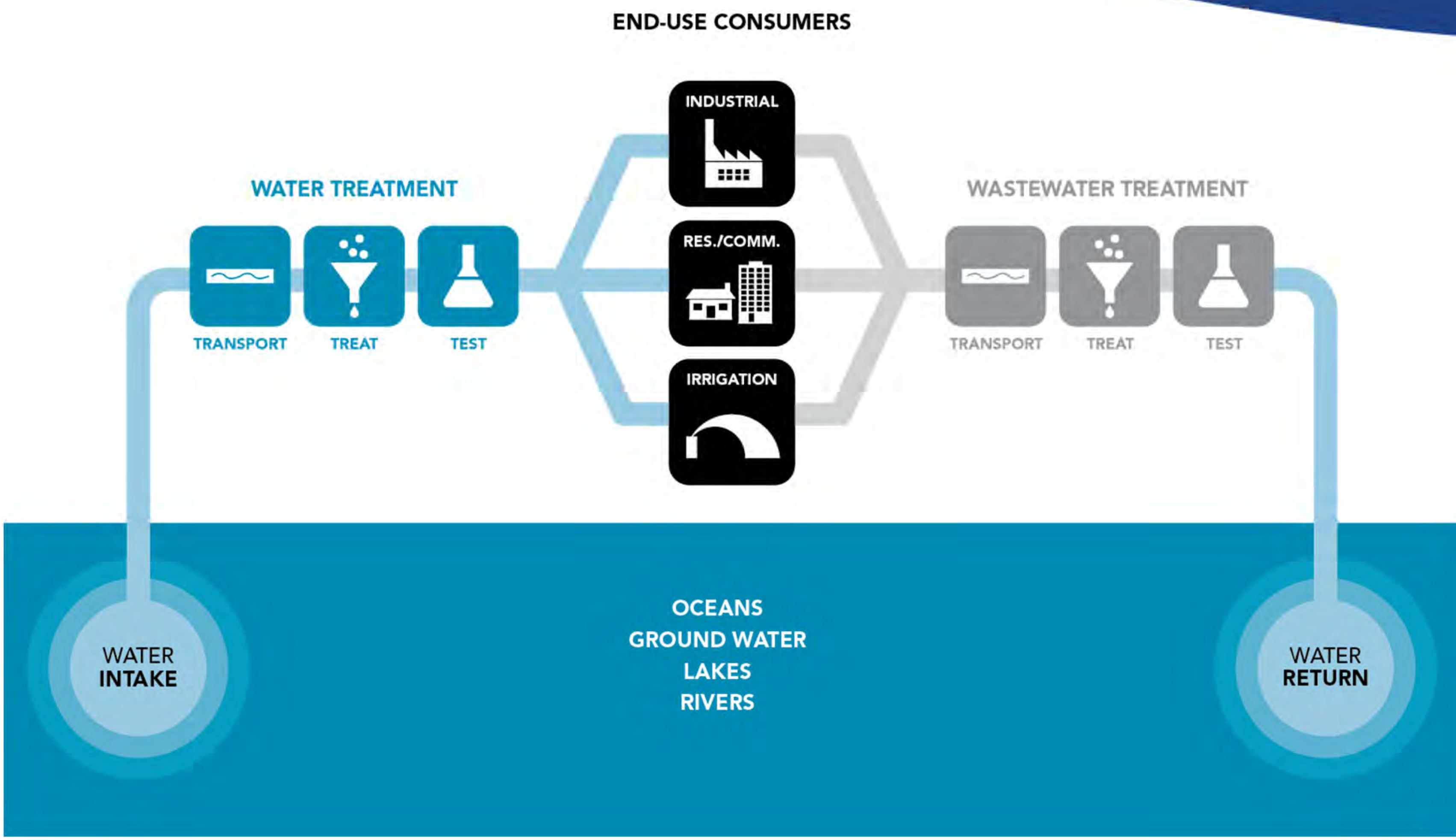
1304
SaaS + NaaS Customers

Managed Meters
18% Gas
44% Water
38% Electric/Lighting

741
Patents Granted

293
Patents Pending

We Span the Entire Cycle of Water



Metering Options

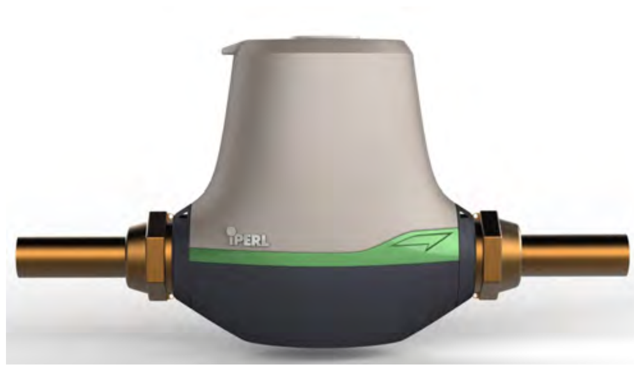
iPERL®

Solid state magnetic measurement

- 20 year accuracy guarantee
- Low flow measurement
- No moving parts
- Low pressure drop
- Not temperature, vibration, or noise sensitive

Smart alarms

- Reverse flow
- Customer leak
- Magnetic tamper
- Empty pipe
- Battery alarms



40+ days of hourly data logs

8 million units in North America

(15/5) 20-year warranty

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iPERL North American 2-Way Water Device Type 47 Alarms

Quick Guide

Alarm Descriptions and Resolutions

Alert	Description	Action to Resolve the Alert	Level	Generated By	Transmitted By
Back Flow	The meter has detected water flowing in the reverse direction. The threshold count is set based on pulse count. The alarm can be disabled by setting the threshold to 0.	The backflow may resolve itself after a period of time; an on-site visit is recommended to investigate the reason for the alarm. Alarm will expire after 35 days, to reset before 35 days an on-site visit is required.	Alarm	Endpoint	Weekly alarm message
Broken Pipe	The meter has detected a large and continuous volume of water. This occurs if the consumption between consecutive reads exceeds the broken pipe threshold.	On-site visit is required to investigate the reason for the alarm. Alarm will expire after 35 days, to reset before 35 days an on-site visit is required.	Alarm	Endpoint	Weekly alarm message
History Overflow	The last reading included a number too large for the meter's compressed history. If the history scale is set too high the reading deltas will be too large to fit into one message which will cause the history overflow flag to be set.	This alarm is not persistent. Each time a reading comes in the history overflow will be checked and set if an overflow is detected. The history scale can be adjusted to alleviate these alarms.	Alarm	Endpoint	Supervisory message (header)
Leak Detection	The meter has detected a continuous and excessive flow of water between two consecutive reads.	On-site visit is required to investigate the reason for the alarm. Alarm will expire after 35 days, to reset before 35 days an on-site visit is required.	Alarm	Endpoint	Weekly alarm message
Low Battery Detected	The battery voltage has dropped below the alarm threshold, currently set at 3.3V.	The alarm will clear if the battery's voltage goes above the threshold; no further action is required. If the low battery flag is continually detected this is an indicator that the unit needs to be replaced.	Alarm	Endpoint	Supervisory message (header)

ally Remote Shutoff Meter

Water Usage Metrology

- Magnetic Flow Measurement With Remnant Magnet Technology
- Alarm indication (Leaks, Tampering, Reverse Flow, Empty Pipe, Low Battery)
- Standard Lay Lengths

Water Distribution Intelligence Sensors

- Pressure Sensor +/- ~2 psig, hourly reads (programmable)
- Temperature Sensor +/- ~2 deg F, hourly reads (programmable)

Water Usage Control

- Three State Valve (Open, Closed, Reduced)
- Remote Operated

Customer Service

- On Demand Reads
- 120 days of Hourly Data Logging
- Two Way Communications to the Meter

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ally Applications

- Connections with account turnover frequency
- Seasonal / Vacation properties
- Account with high management requirements
- Irrigation control
- Line bleeding for flushing or water quality management
- Areas with pressure issues
- Across the distribution network to provide a pressure profile and temperature monitoring
- Areas with temperature sensitivity to freezing

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Omni+ Large Meters

Five styles are available

- T2 – DRS Turbo meter replacement (1-1/2" – 10") (Includes Stainless Steel Option)
- C2 – High accuracy Compound meter replacement (1-1/2" – 10") (Includes Stainless Steel Option)
- F2 – High accuracy Fireline meter replacement (4" – 10")
- R^2 – Residential (1 ½" and 2")
- H^2 – 125W and 1125W Hydrant meter replacement (3")

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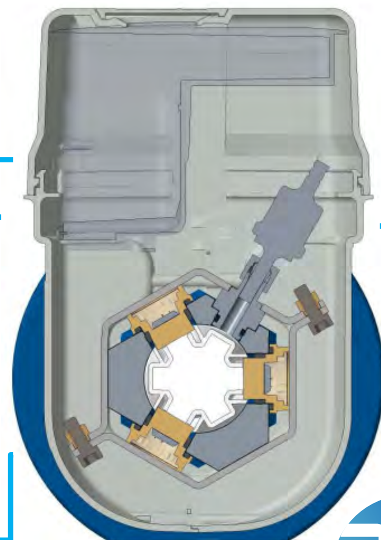
Cordonel

Pressure & Temperature Sensor
System visibility or critical parameters

Unparalleled measurement accuracy
irrespective of water quality or contamination

Flat parabolic fin (FPF) technology
ensures all the water flowing through the meter is measured



20 year lifetime
with consistent fault-free accuracy throughout

12l/h starting flow detection
permits even the smallest consumption to be detected

R1000 turndown ratio
means precision is maintained irrespective of water flow variation

128-bit AES
cryptography on all data transmissions for strong security

Disturbed Flow Accuracy
capability for U0D0 installation, reliable metrology, and tamper resistance

Right Sizing Applications

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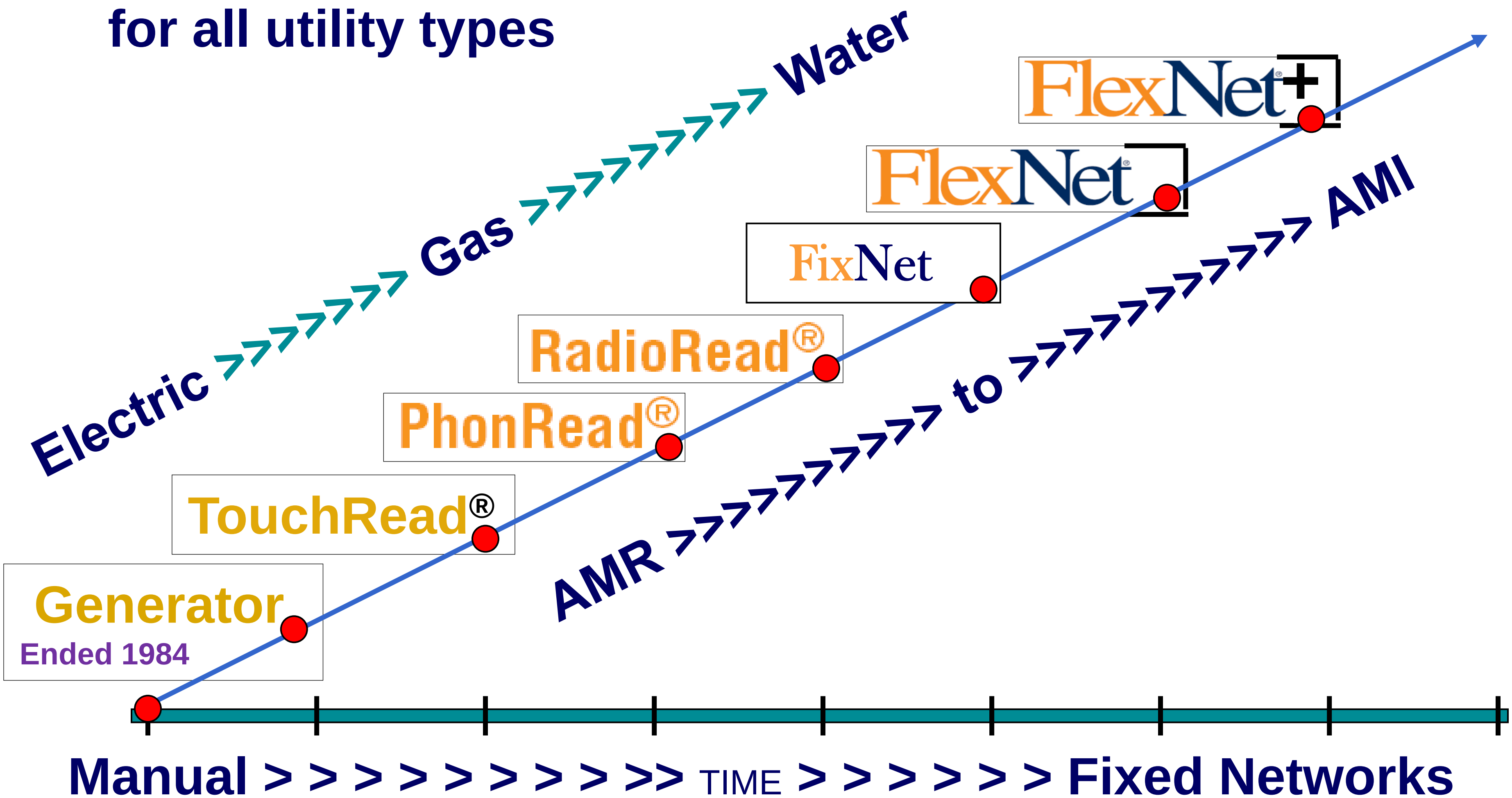
Network

Sensus AMR to AMI

Sensus Metering Systems and AMR/AMI Solutions for all utility types



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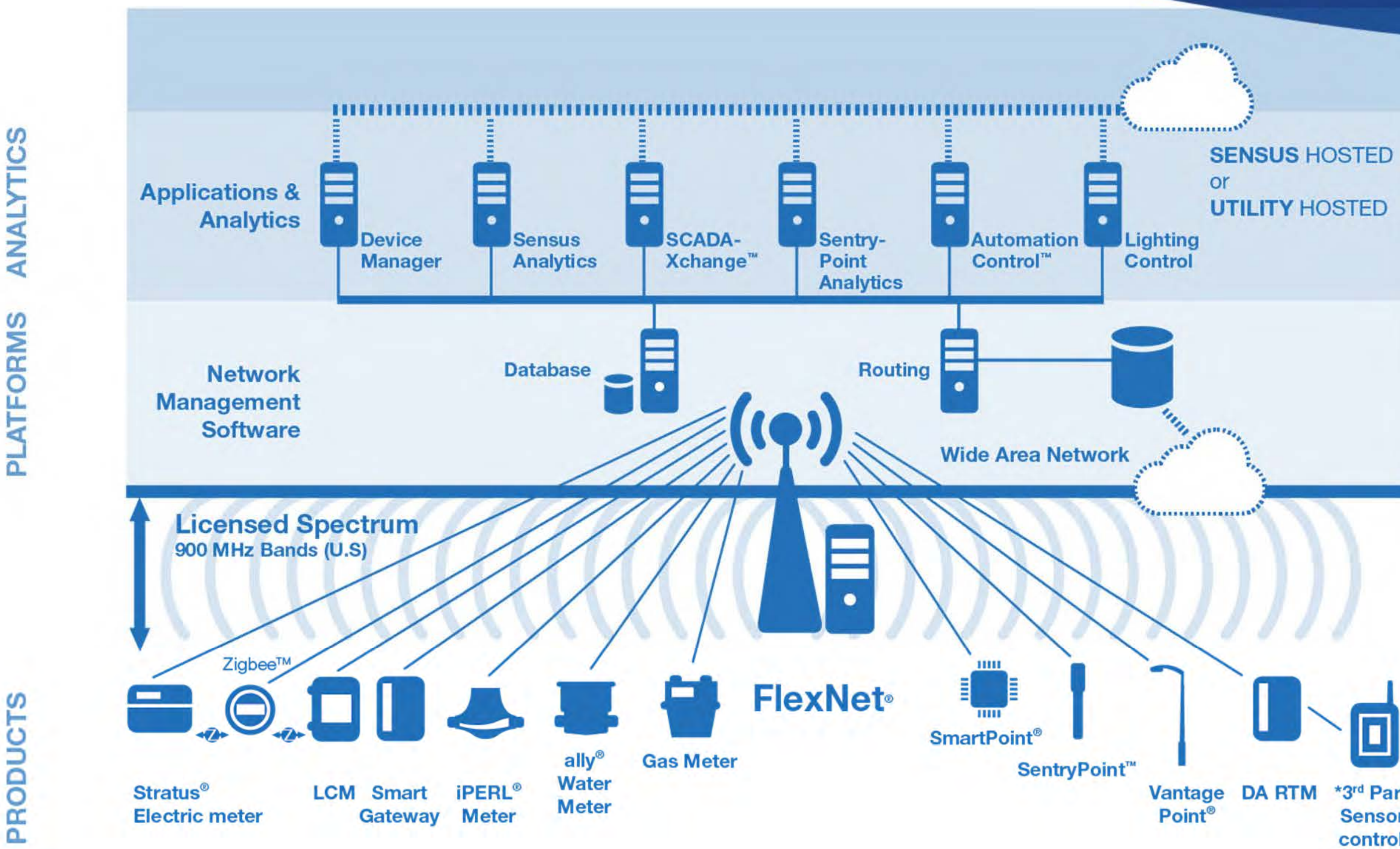
Sensus multi-application portfolio



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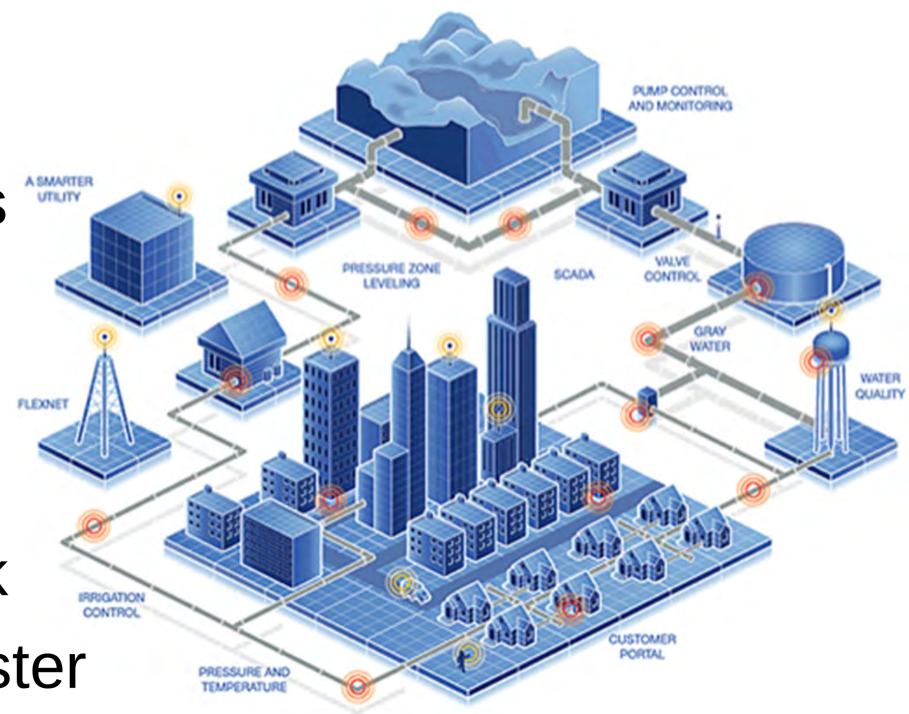
FlexNet Technology

- Primary Licensed FCC Frequency
- Highest Power and Range
  - 2 Watts x Point to Multi-Point
- Most Reliable Communications
- True Two Way Operation
- Duality in Case Of Disaster
- End to End Data Encryption
- All applications on one network
- Migrates easily in case of disaster



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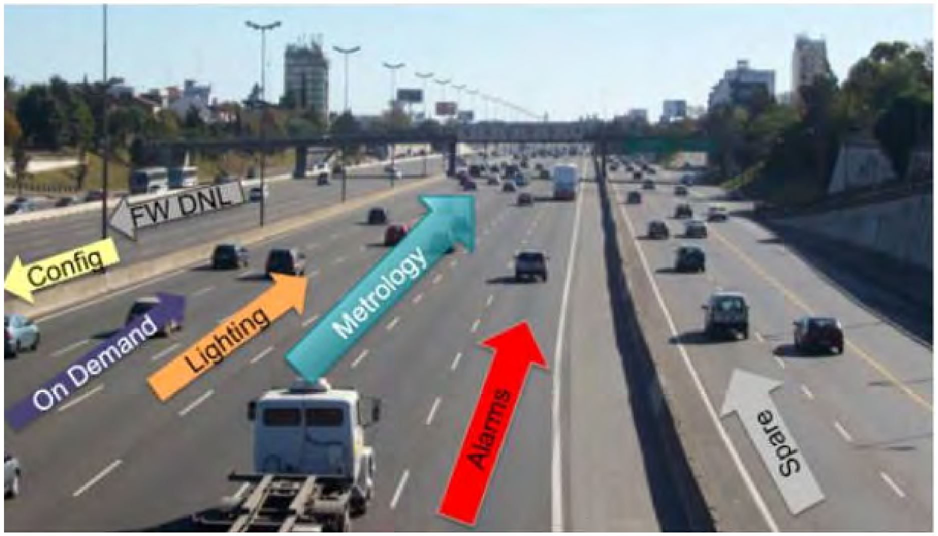
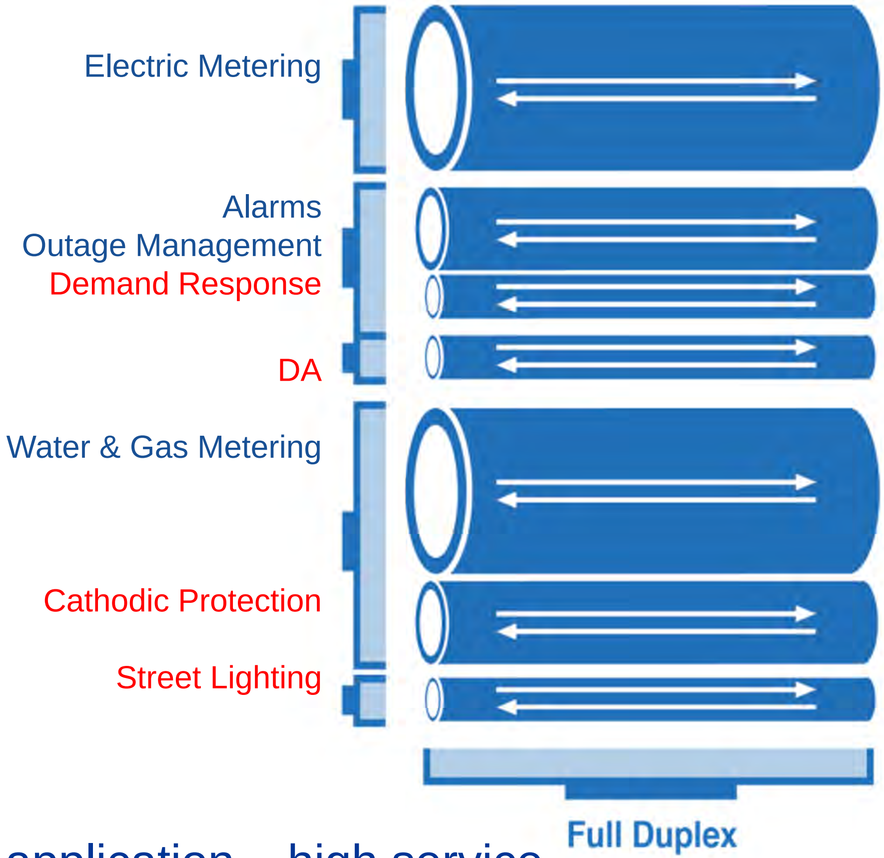
Example FlexNet Channels Allocation



FlexNet **Multiple** Dedicated Channels



Dedicated channel by application – high service

Base Stations

M400B2
Base Station
22”x22”x10”
150 lbs.

- Large coverage area equipment
- 16W transmit power
- Battery backup – 8 hours
- Eight 25 kHz receive channels
- Pole and wall mounting capable
- Flexible backhaul options

R100NA
Base Station
12”x12”x6”
21 lbs.

- Low cost infill solution
- Battery back-up – 1 hour
- 2W transmit power
- Three 25 kHz receive channels
- Pole and wall mount
- Flexible backhaul options

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Sensus SmartPoint

Endpoints

- <u>20 Million</u> water currently deployed
- Remote upgradable, configurable
- High power endpoints - 2 watts
- On demand 2-way reads - MOM Comm
- 20 Year warranty – **15/5!!**
- Two variations for above grade and pit set applications
- 35 days data
- Easy installation – can utilize 2-wire connection with TouchCoupler
- Can read all encoded water meters

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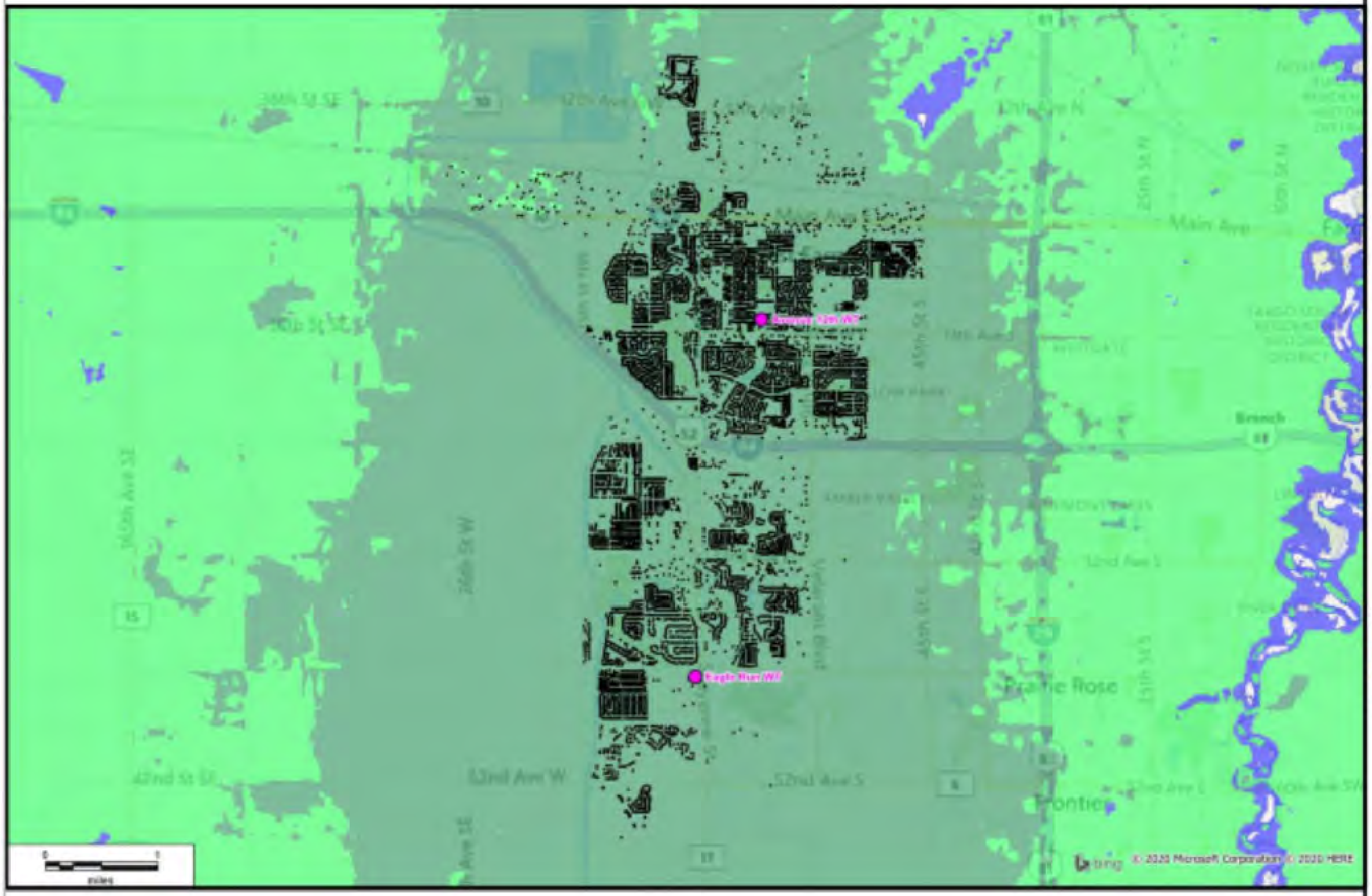
West Fargo Propagation Study



FlexNet Design

Propagation Analysis

9061 - WEST FARGO CITY OF
West Fargo, ND

RF Engineer: Dena Reszczynski
Date: 07/29/2020

Proposed Site Details

Total Site Locations: 2
Total Base station Counts: 2
M400B2 = 2

Design Factors

Flex Net Version: V1
Endpoint Type: Ally Water
Smart point Location: Indoor

	Count	%
Total Endpoints Covered	11,422	100.00%
Ally Coverage	11,364	99.66%
2 Way Coverage	58	0.34%
1 Way Coverage	0	0.00%
Total Endpoints Analyzed	11,422	

LEGEND

- Ally Coverage
- 2 Way Coverage
- 1 Way Coverage
- Site Location
- Endpoint Location

This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

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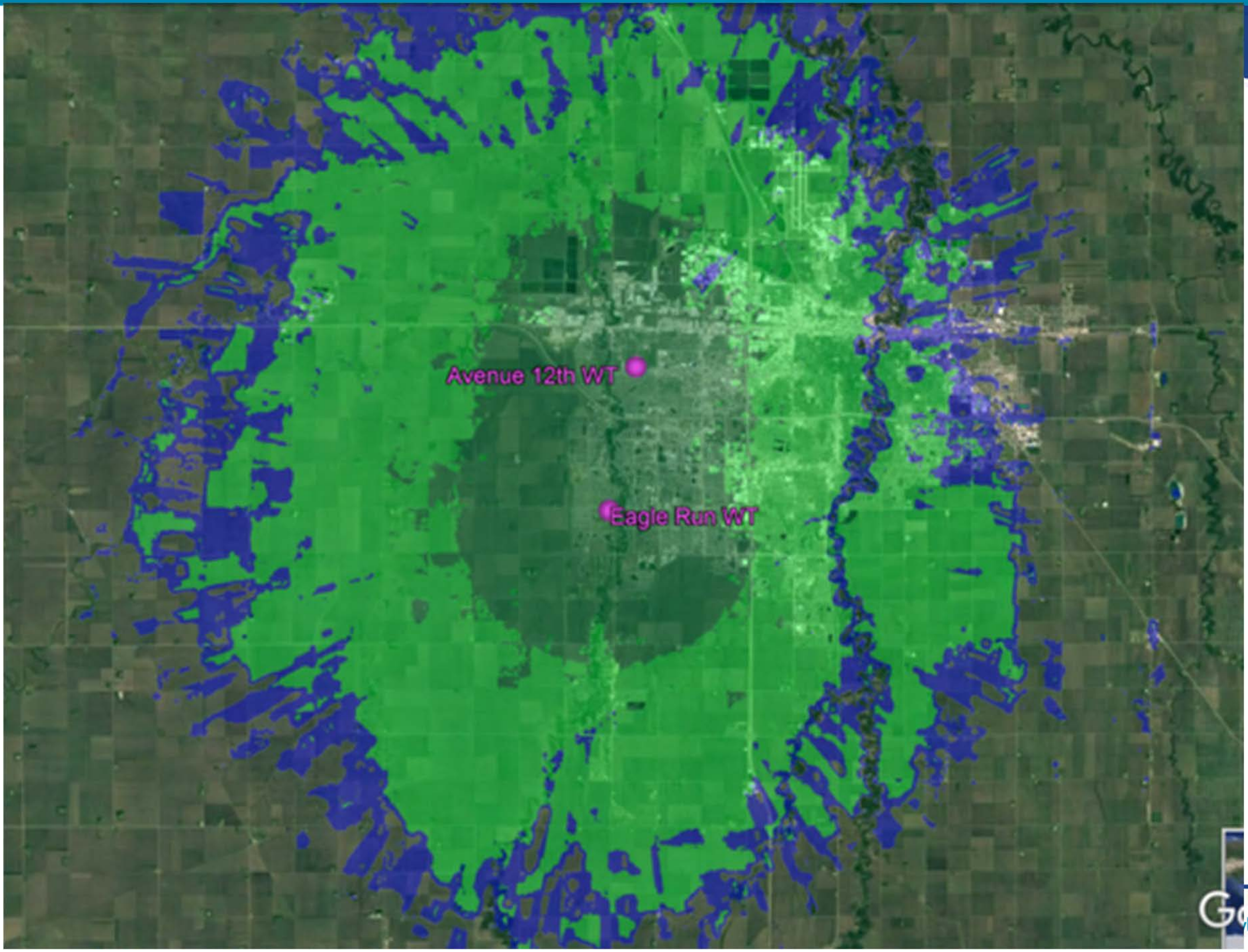
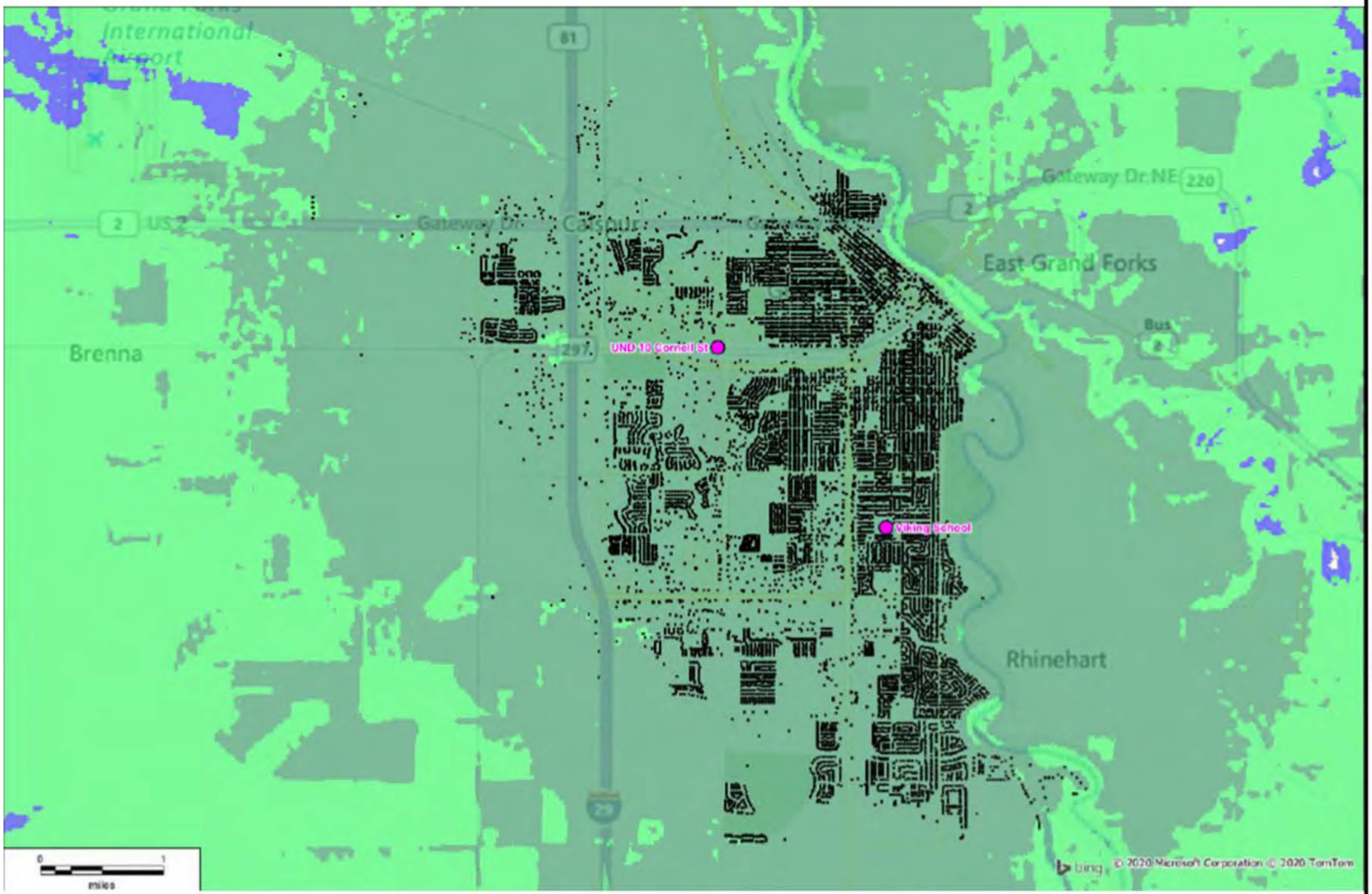
Propagation Study on Google Earth



Propagation Study-Grand Forks



FlexNet Design
Propagation Analysis

11279 - GRAND FORKS CITY OF
Grand Forks, ND

RF Engineer: Dena Reszczynski
Date: 01/22/2021

Proposed Site Details
Total Site Locations: 2
Total Base station Counts: 2
M400B2 = 2

Design Factors
Flex Net Version: V1
Endpoint Type: Ally Water
Smart Point Location: Inside

	Count	%
Total Endpoints Covered	15,220	100.00%
Ally Coverage	15,133	99.43%
2 Way Coverage	87	0.57%
1 Way Coverage	0	0.00%
Total Endpoints Analyzed	15,220	

LEGEND
- Ally Coverage
- 2 Way Coverage
- 1 Way Coverage
- Site Location
- Endpoint Location

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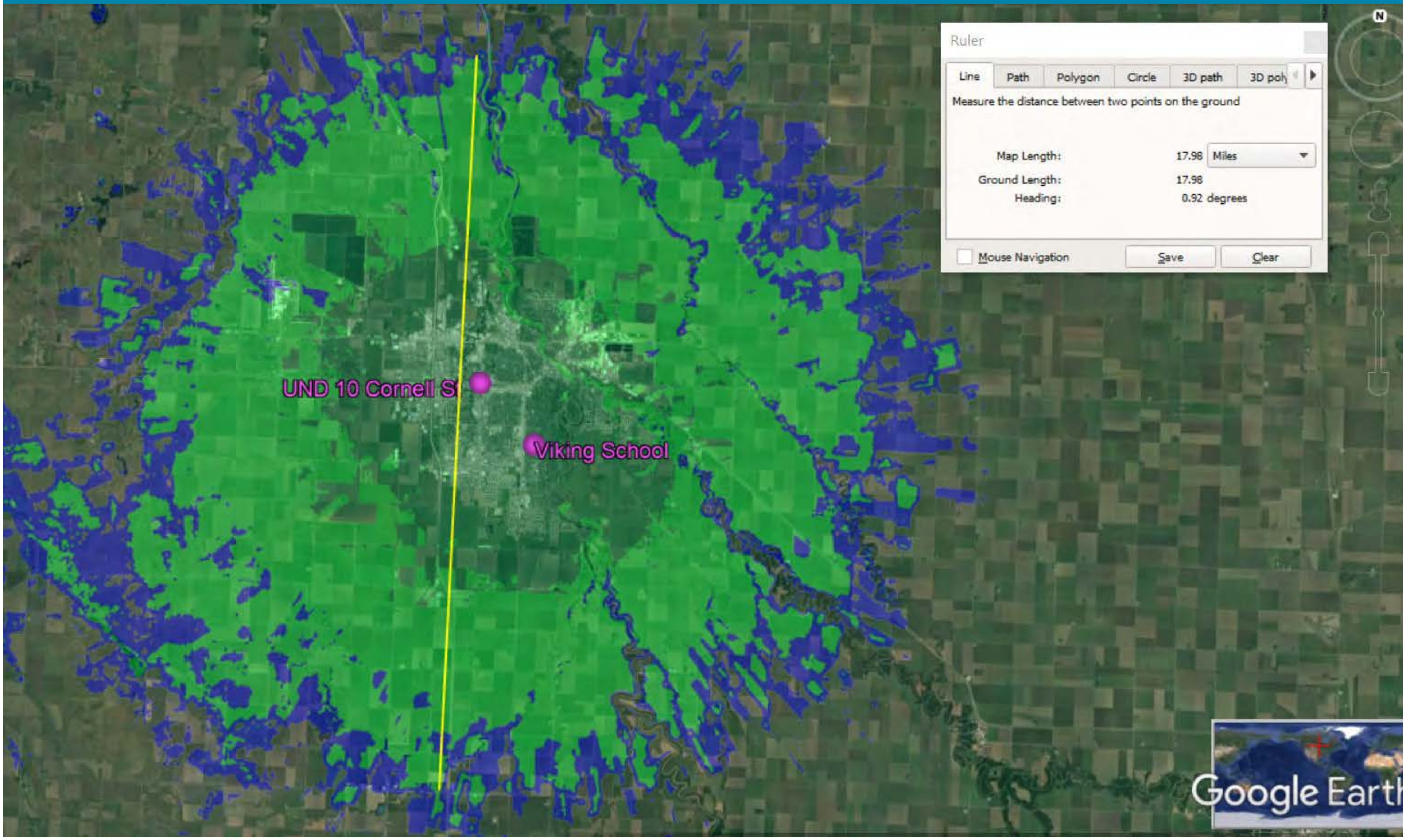
Propagation Study on Google Earth – Grand Forks



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Propagation Study on Google Earth – Whitefish Bay

Propagation Study

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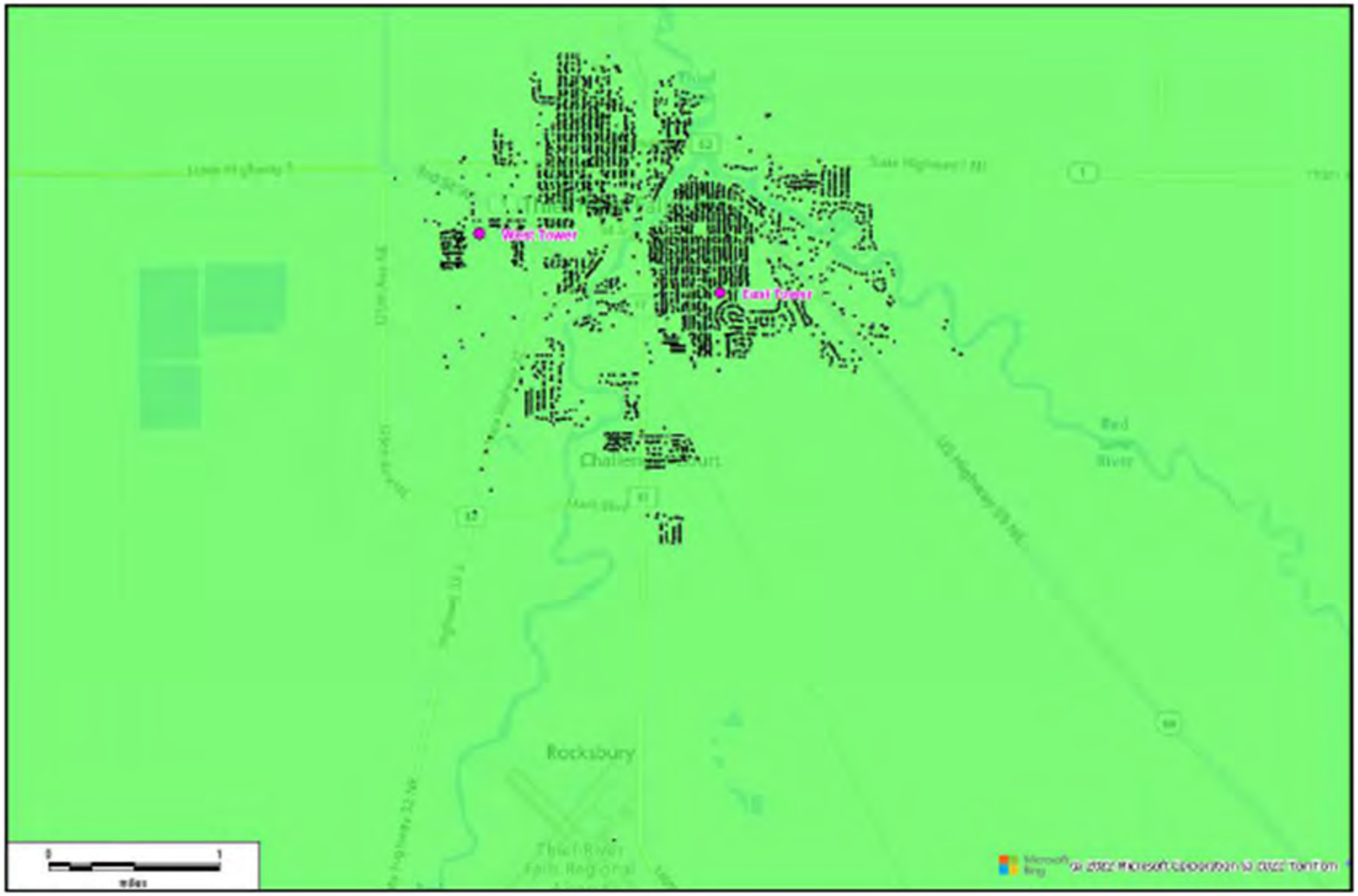
Propagation Study – Thief River Falls, MN



FlexNet Design
Propagation Analysis

12536 - THIEF RIVER FALLS CITY OF
Thief River Falls, MN

RF Engineer: Eric Campbell
Date: 5/12/2022

Proposed Site Details

Total Site Locations: 2
Total Base station Counts: 2
M400B2 = 2

Design Factors

Flex Net Version: V1
Endpoint Type: Water
Smart point Location: Indoor

	Count	%
Total Endpoints Covered	1,244	100.00%
2 Way Coverage	1,244	100.00%
1 Way Coverage	0	0.000%
Total Endpoints Analyzed	1,244	

LEGEND

- 2 Way Coverage
- 1 Way Coverage
- Site Location
- Endpoint Location

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ropagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential
ase height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided
design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

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Propagation Study – Thief River Falls, MN

Customer Name:	12536 - THIEF RIVER FALLS CITY OF	**Date:**	5/12/2022
City/State or Country:	Thief River Falls, MN	**Meter Type:**	Water
Number of Meters Analyzed:	3,244	**Smart Point Location:**	Inside

BTS Name	Basestation Equipment	Mandatory Antenna Centerline (Feet)	Mandatory Antenna Installation Location & Azimuth	Endpoints Covered
East Tower	M400B2	100	Top of Structure	3,244
West Tower	M400B2	135	Top of Structure	3,244

The meter counts indicated for the individual sites are cumulative in nature, and coverage overlap is involved.

	Count	%
Total Endpoints Covered	3,244	100.00%
2 Way Coverage	3,244	100.00%
1 Way Coverage	0	0.000%
Total Endpoints Analyzed	3,244	

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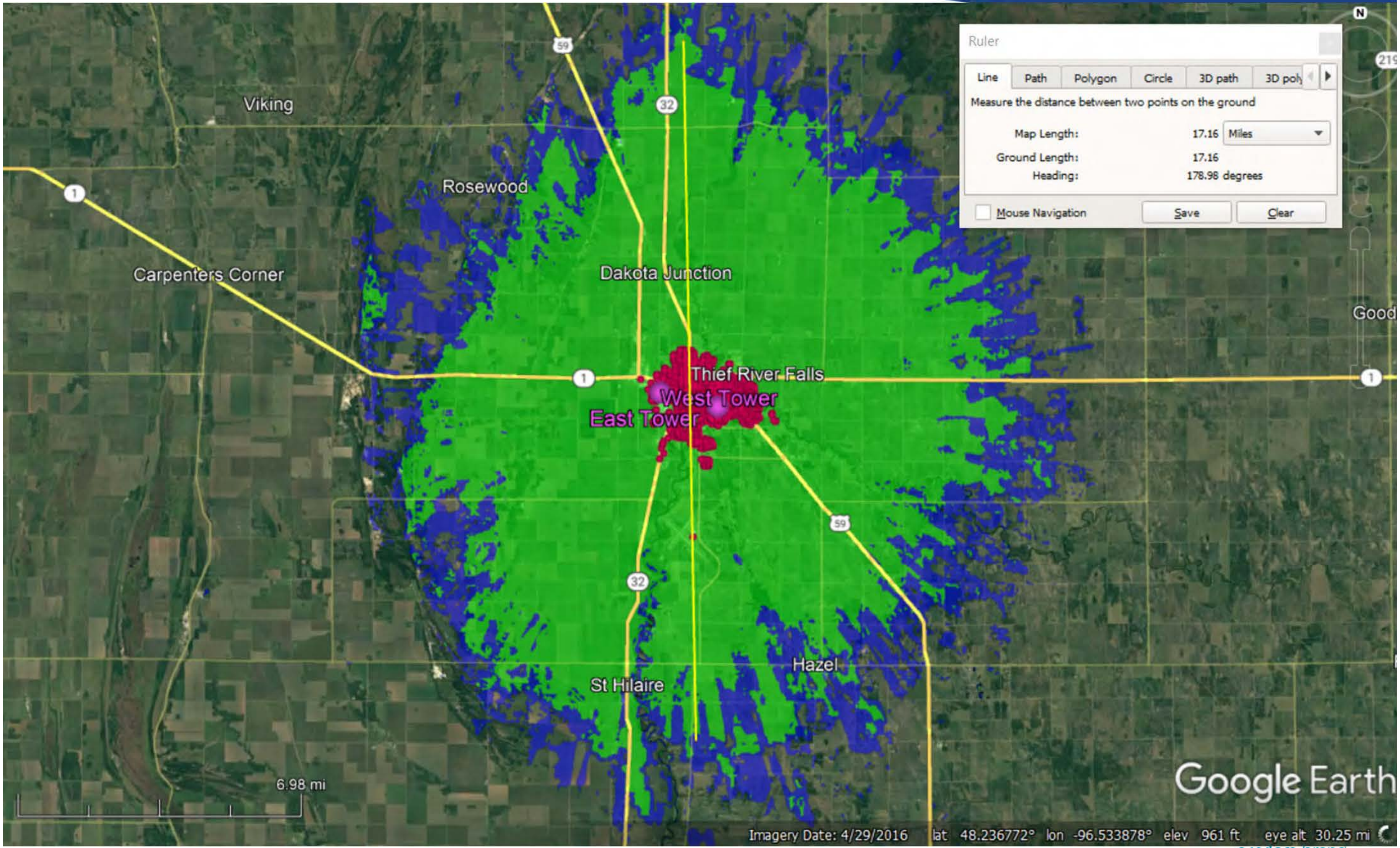
Propagation Study – Thief River Falls, MN



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Advanced Monitoring Solutions
&
Core+

CORE+ - What is in the CORE+ Portfolio?

What does Advance Monitoring Solutions look like?

Water Life Cycle

Water Distribution

Transmission

- Pressure profiling
- Pressure Transient monitoring

- Water Metering
- Leak detection
- DMA Prioritization
- Water Balance

Distribution

Source Water Quality and Energy Efficiency

- Water quality from raw supply
- Energy cost and consumption optimization

Pipe Risk Assessment

- Risk of failure
- Consequence of failure
- CIP prioritization

Transmission and distribution

Distribution Level Water Quality

- Water quality prediction and optimization
- Level of service optimization for boil water notices.

Treatment Optimization

- High-efficiency aeration management systems
- Preventative management
- Treatment plant optimization

Meter Data Analysis

- Payment Risk Mitigation
- Meter replacement plans

Wastewater Networks

- SSO reduction
- WW Network operation optimization
- CIP prioritization

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Smart Gateway

Features

- FlexNet® Communication Network Enabled

- Made for remote deployment
  - Battery Powered
  - Intrinsically Safe Class I Div. 2
  - IP66 packaging for outdoor applications
  - Maintenance free for the life of the product

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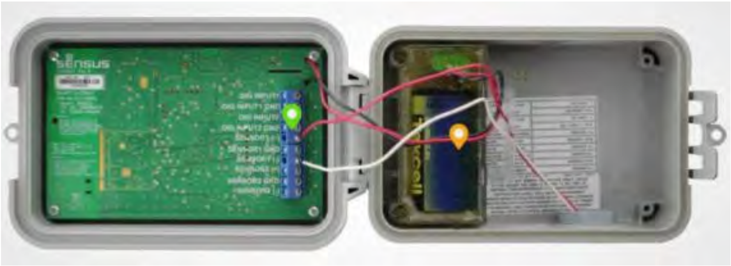
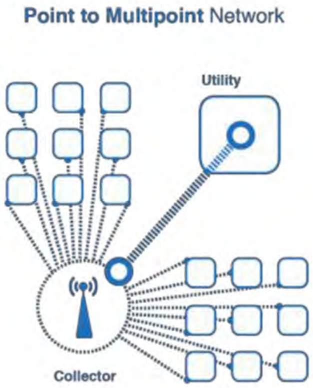
Smart Gateway

- Features (cont.)

- Inputs
  - Two 4-20mA Inputs
    - Adjustable sampling and reporting rates
    - Default 15 minute data sampling, reported every hour
  - Two Form A Digital Inputs
    - Always on



- FlexNet® Network
  - Utility grade
  - Primary use, licensed spectrum
  - Two-way communication
  - Point-to-Multipoint Network
  - Low latency



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Current reading of sewer meters in Eagan, Minnesota

Eagan, Minnesota (headquarters of the perennially disappointing Minnesota Vikings) has 4 sewer meters that they want to read and monitor. In the Spring of 2020 we hooked a 3rd party brand (ISCO) of sewer meter up to a Sensus 512M SmartPoint. This was a new type of SP that can read a “pulse” type of output. The installation took about ½ of a day and now the reads come in like any other meter on their system. They are monitoring several large office complexes and the wastewater discharge of the Minnesota Zoo. The following are screen shots of the Eagan RNI.

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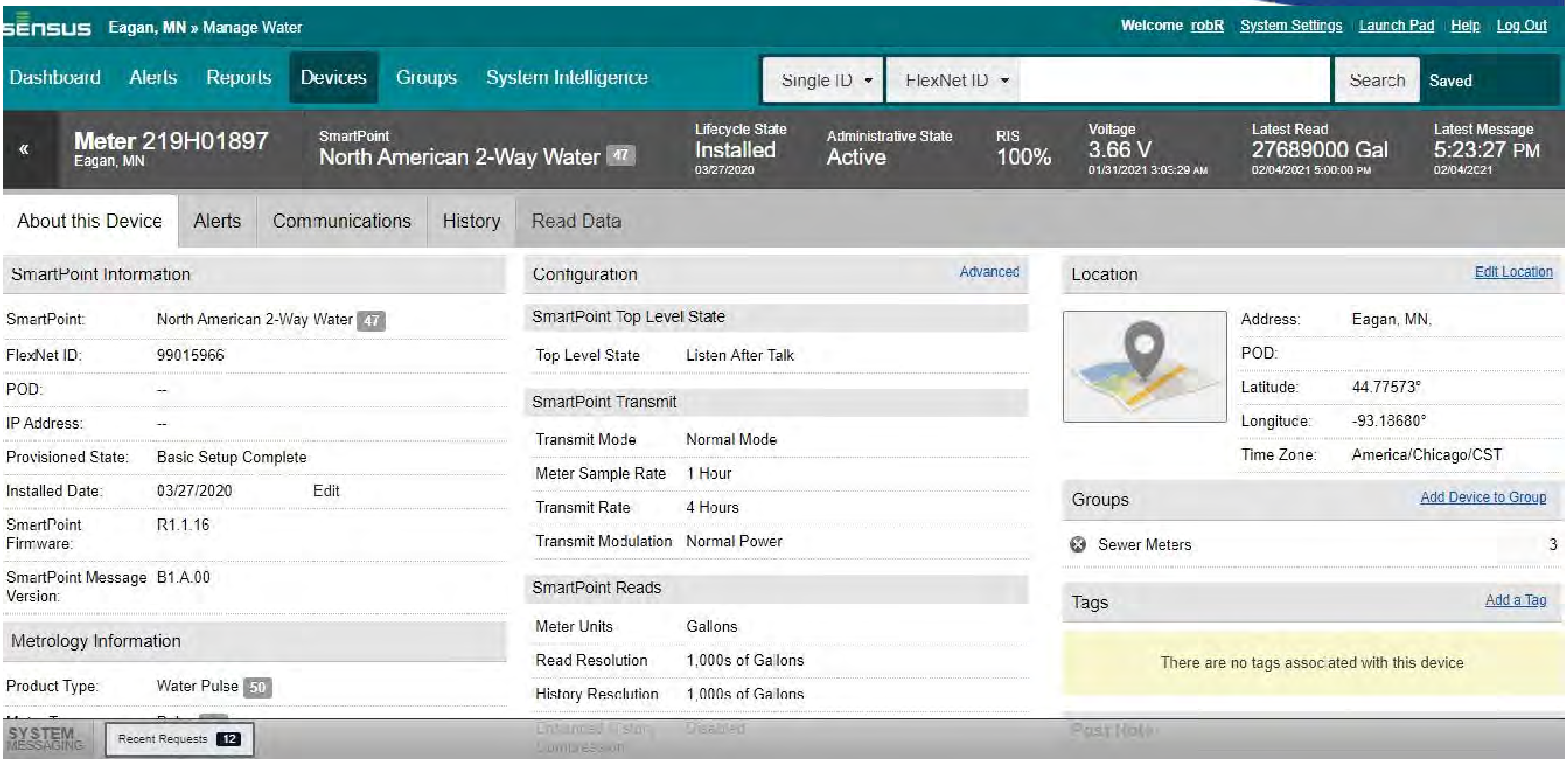
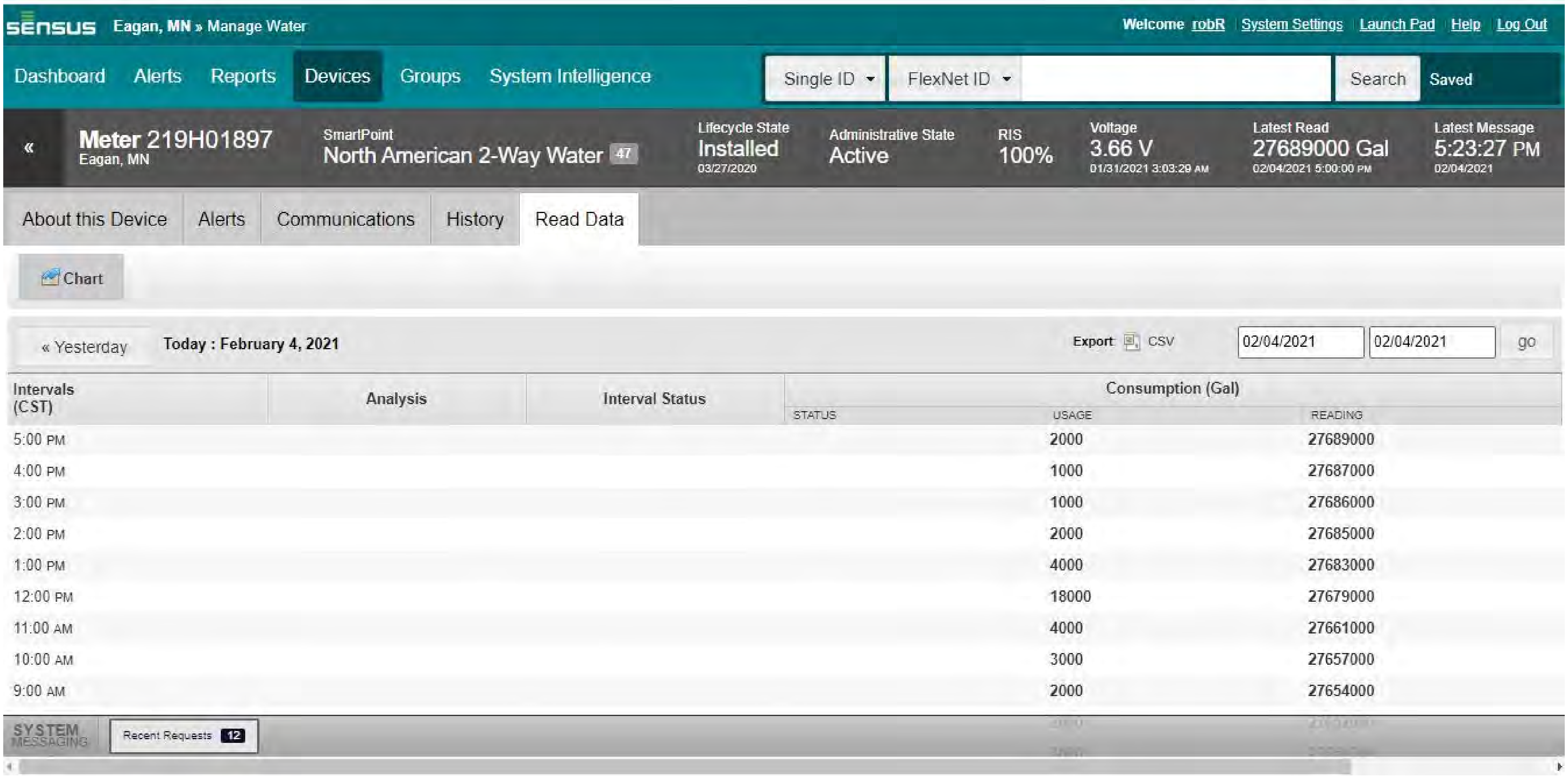
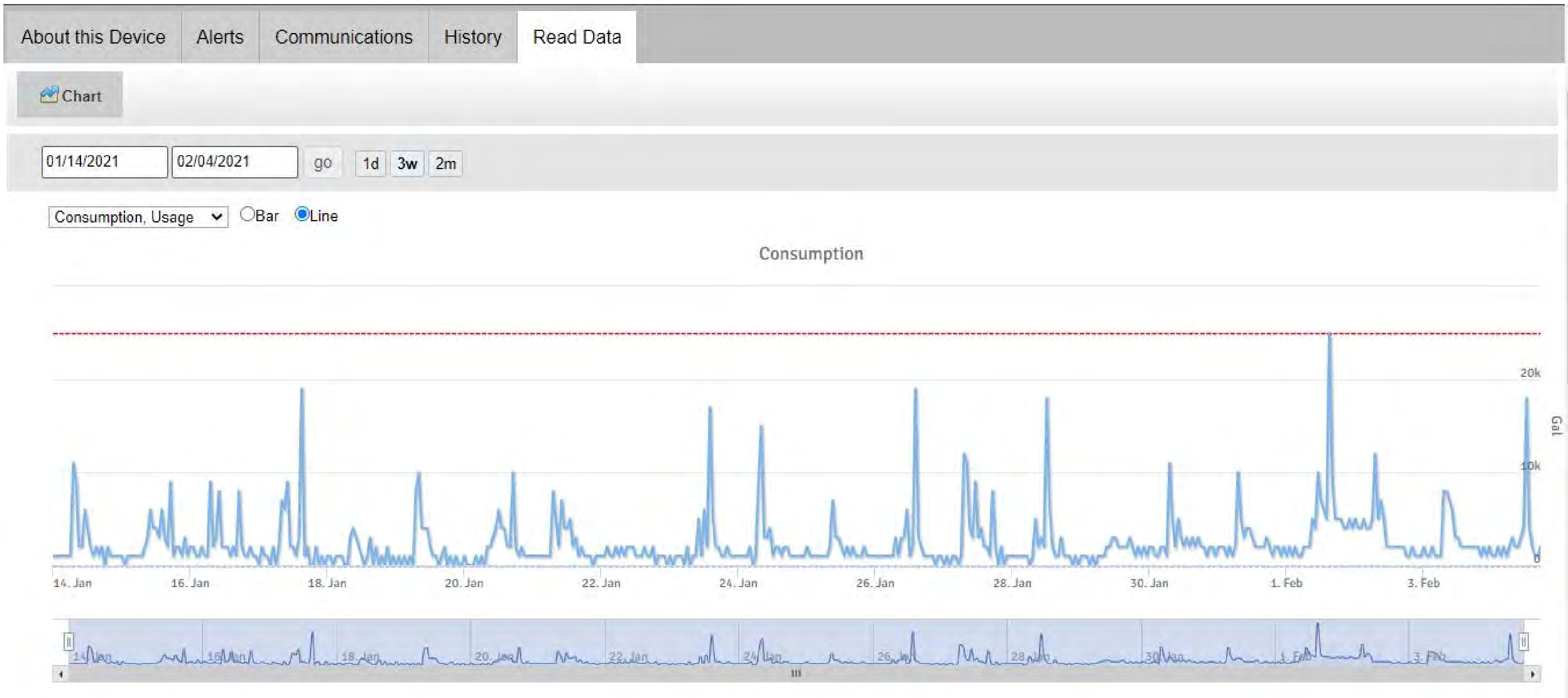
Reading a ISCO sewer meter and the Minnesota Zoo with Sensus FlexNet



Reading a ISCO sewer meter and the Minnesota Zoo with Sensus FlexNet



Reading a ISCO sewer meter and the Minnesota Zoo with Sensus FlexNet



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Solution for monitoring levels on the Sheyenne River for West Fargo, ND

We are currently using an ultrasonic transducer to monitor the level of the water in feet and output that value as an analog 4-20 mA signal. We then transmit that value as a reading using the Sensus Smart Gateway AMI endpoint. This readings can be monitored by utility personal. Alarm values can be assigned and the FlexNet system can alert utility personal as well.

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Solution for monitoring levels on the Sheyenne River for West Fargo, ND

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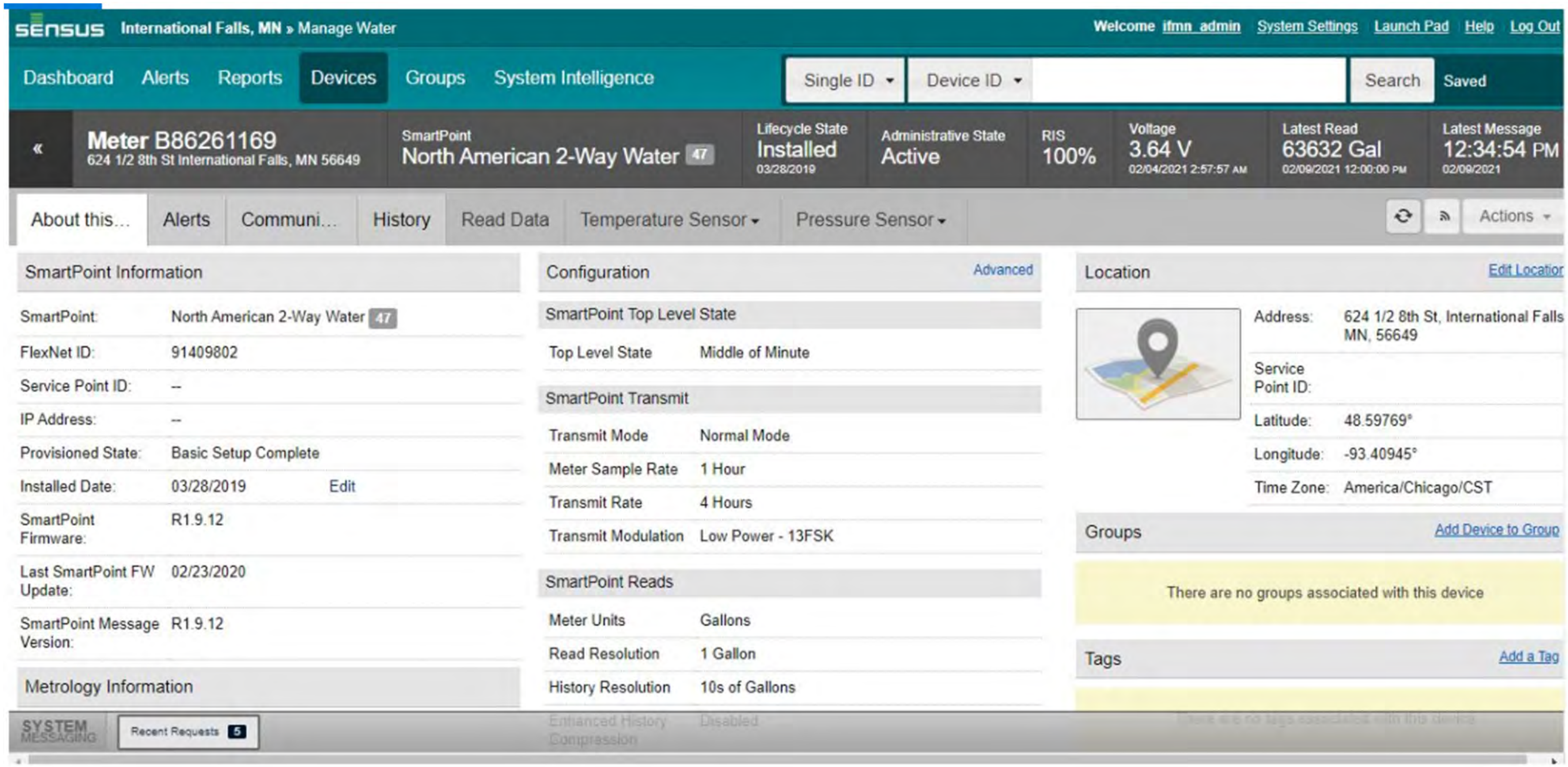
International Falls, MN Pressure monitoring with ally water meters

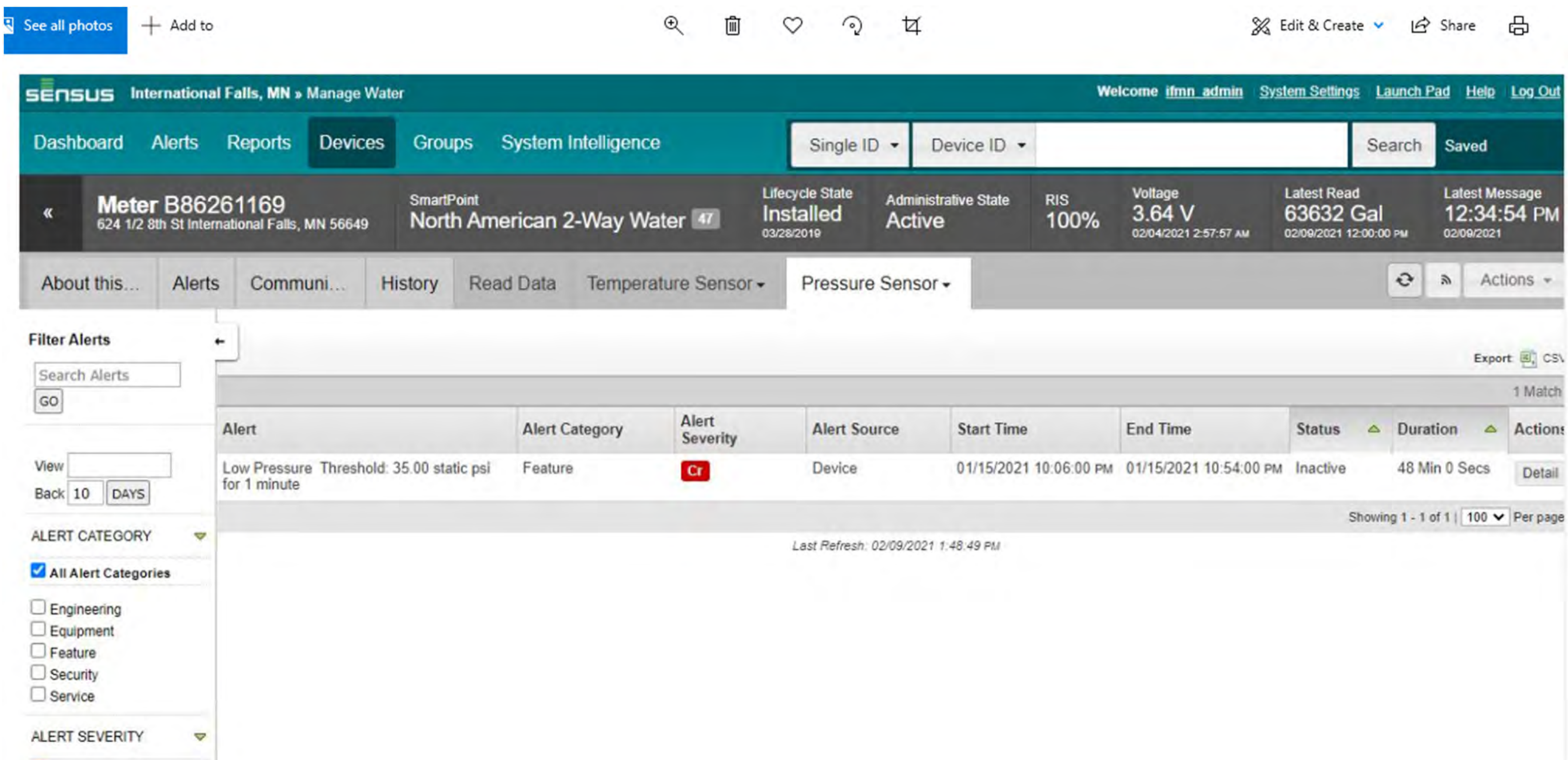
International Falls currently has 60+ Ally meters deployed in their AMI network for monitoring temperature, pressure and for shut-offs of continuous non-payment customers. The following are examples of how the pressure levels, alerts and settings are viewed in Sensus Analytics.

Alert Persistence Period	Get
Configure Alert Persistence Period	1 Day

Alert Thresholds		Delete Set Config Cancel
Before setting new Alert Thresholds make sure there aren't any other in processing.		
☑ High Threshold	Disabled	Alarm will be triggered if Pressure is at or above 70.2 psi for 24 sample reading(s) which are every 1 Hour
☑ Low Threshold	Disabled	Alarm will be triggered if Pressure is at or under 64.1 psi for 24 sample reading(s) which are every 1 Hour
☐ Inside Range	Disabled	Alarm will be triggered if Pressure is between psi and psi for sample reading(s) which are every 1 Hour
☐ Outside Range	Disabled	Alarm will be triggered if Pressure is at or under psi or over psi for sample reading(s) which are every 1 Hour

General Setup	Get Set
Latitude	45.11088
Longitude	-95.05313


International Falls, MN » Manage Water
Welcome ifmn_admin
System Settings
Launch Pad
Help
Log Out
Dashboard
Alerts
Reports
Devices
Groups
System Intelligence
Single ID
Device ID
Search
Saved
Meter B86261169
624 1/2 8th St International Falls, MN 56649
SmartPoint
North American 2-Way Water 47
Lifecycle State
Installed
03/28/2019
Administrative State
Active
RIS
100%
Voltage
3.64 V
02/04/2021 2:57:57 AM
Latest Read
63632 Gal
02/09/2021 12:00:00 PM
Latest Message
12:34:54 PM
02/09/2021
About this...
Alerts
Communi...
History
Read Data
Temperature Sensor
Pressure Sensor
Actions
SmartPoint Information
SmartPoint: North American 2-Way Water 47
FlexNet ID: 91409802
Service Point ID: --
IP Address: --
Provisioned State: Basic Setup Complete
Installed Date: 03/28/2019 Edit
SmartPoint Firmware: R1.9.12
Last SmartPoint FW Update: 02/23/2020
SmartPoint Message Version: R1.9.12
Metrology Information
Configuration
Advanced
SmartPoint Top Level State
Top Level State Middle of Minute
SmartPoint Transmit
Transmit Mode Normal Mode
Meter Sample Rate 1 Hour
Transmit Rate 4 Hours
Transmit Modulation Low Power - 13FSK
SmartPoint Reads
Meter Units Gallons
Read Resolution 1 Gallon
History Resolution 10s of Gallons
Location
Edit Location
Address: 624 1/2 8th St, International Falls MN, 56649
Service Point ID:
Latitude: 48.59769°
Longitude: -93.40945°
Time Zone: America/Chicago/CST
Groups
Add Device to Group
There are no groups associated with this device
Tags
Add a Tag
SYSTEM MESSAGING
Recent Requests 5



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« **Meter** B86261169
624 1/2 8th St International Falls, MN 56649

SmartPoint
North American 2-Way Water 47

Lifecycle State
Installed
03/28/2019

Administrative State
Active

RIS
100%

Voltage
3.64 V
02/04/2021 2:57:57 AM

Latest Read
63632 Gal
02/09/2021 12:00:00 PM

Latest Message
12:34:54 PM
02/09/2021

About this... | Alerts | Communi... | History | Read Data | Temperature Sensor | Pressure Sensor | Actions

Chart

« Yesterday **Today : February 9, 2021** Export: CSV 02/09/2021 02/09/2021 go

Time (CST)	Pressure (psi) Channel 2
10:00 AM	72.10
9:00 AM	70.90
8:00 AM	70.30
7:00 AM	69.90
6:00 AM	68.70
5:00 AM	69.20
4:00 AM	69.50
3:00 AM	69.50
2:00 AM	69.70
1:00 AM	69.80
12:00 AM	67.10

« Back | Feb. 1 | Feb. 2 | Feb. 3 | Feb. 4 | Feb. 5 | Feb. 6 | Feb. 7 | Feb. 8 | Today

Showing 1 - 11 of 11 |

Last Refresh: 02/09/2021 1:47:54 PM

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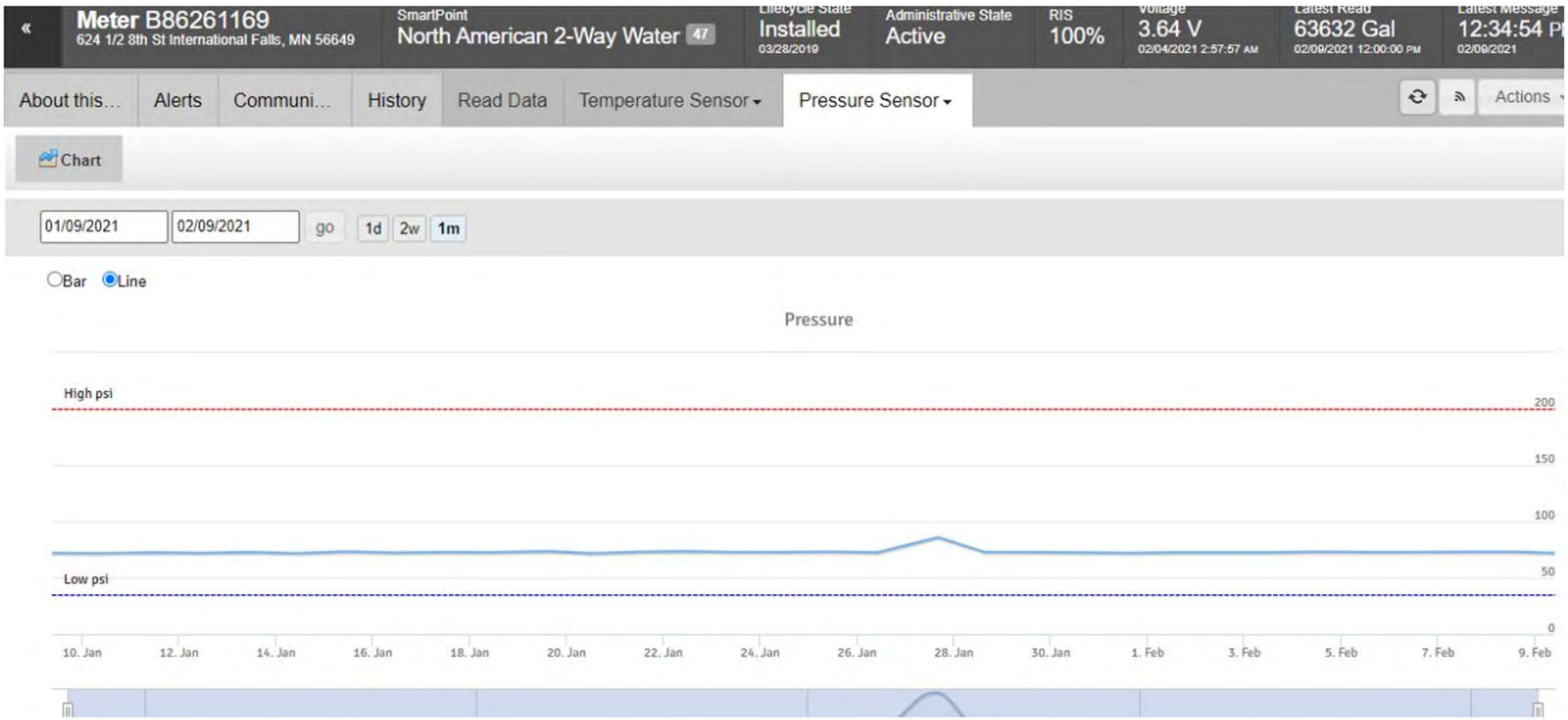

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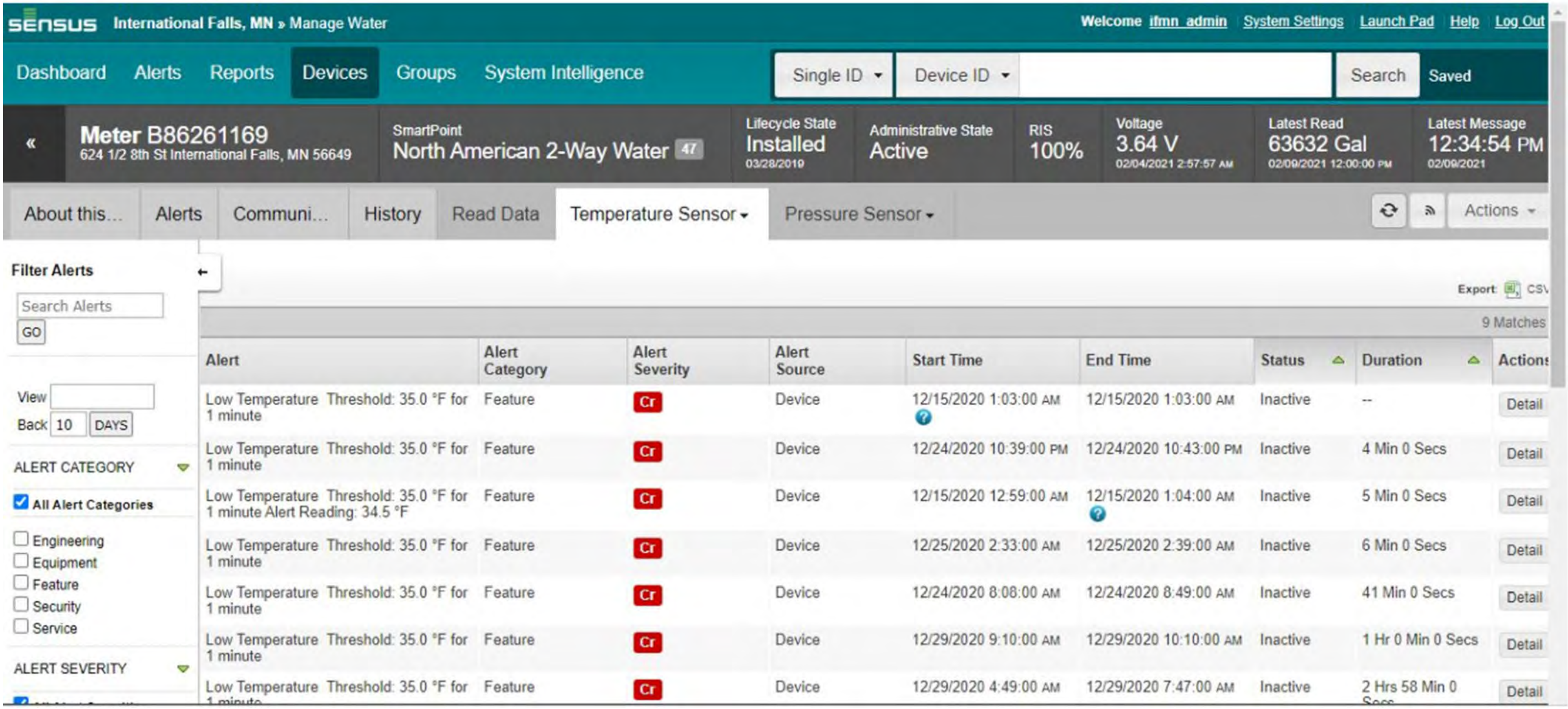
International Falls, MN temperature monitoring with ally water meters

International Falls originally purchased the ally meters for their temperature monitoring capabilities. They wanted to better control their “run orders” during the winter months and the ally gave them the ability to do the “run order” per house hold instead of doing blocks at a time.

RNI view of ally low temperature alarms



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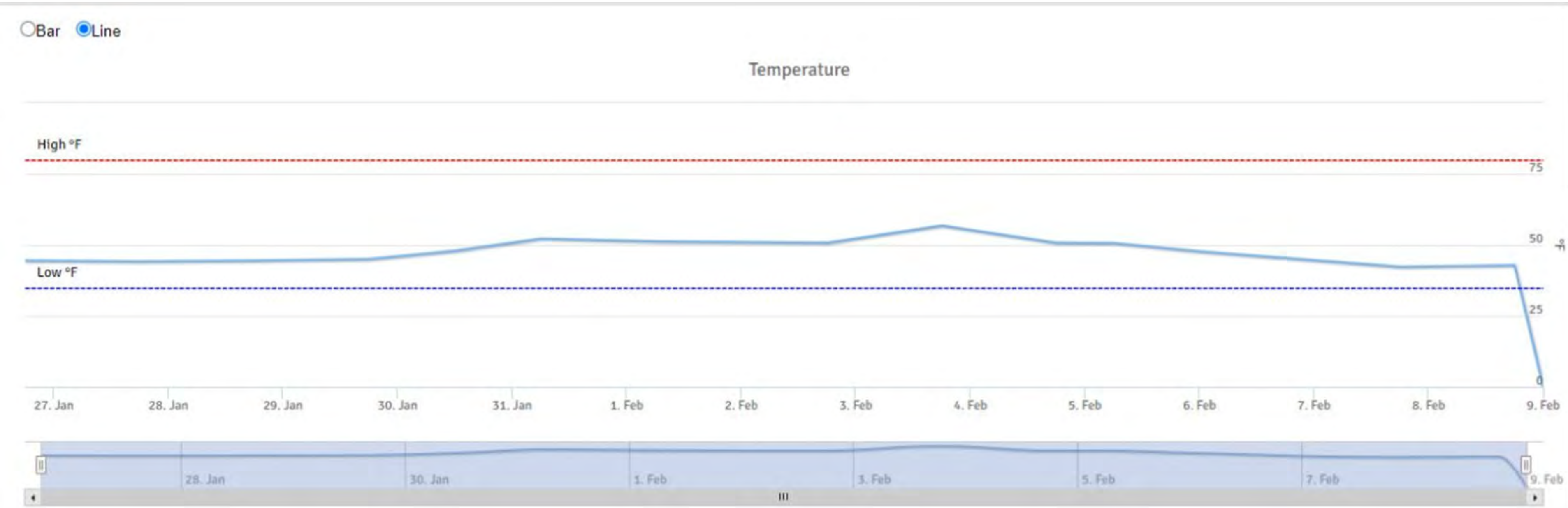
RNI view of ally low temperature graph



« Back **Yesterday : February 8, 2021** Today » **Export** CSV 02/08/2021 02/08/2021 go

ne ST)	Temperature (°F) Channel 1
)0 PM	42.8
:00 PM	42.1

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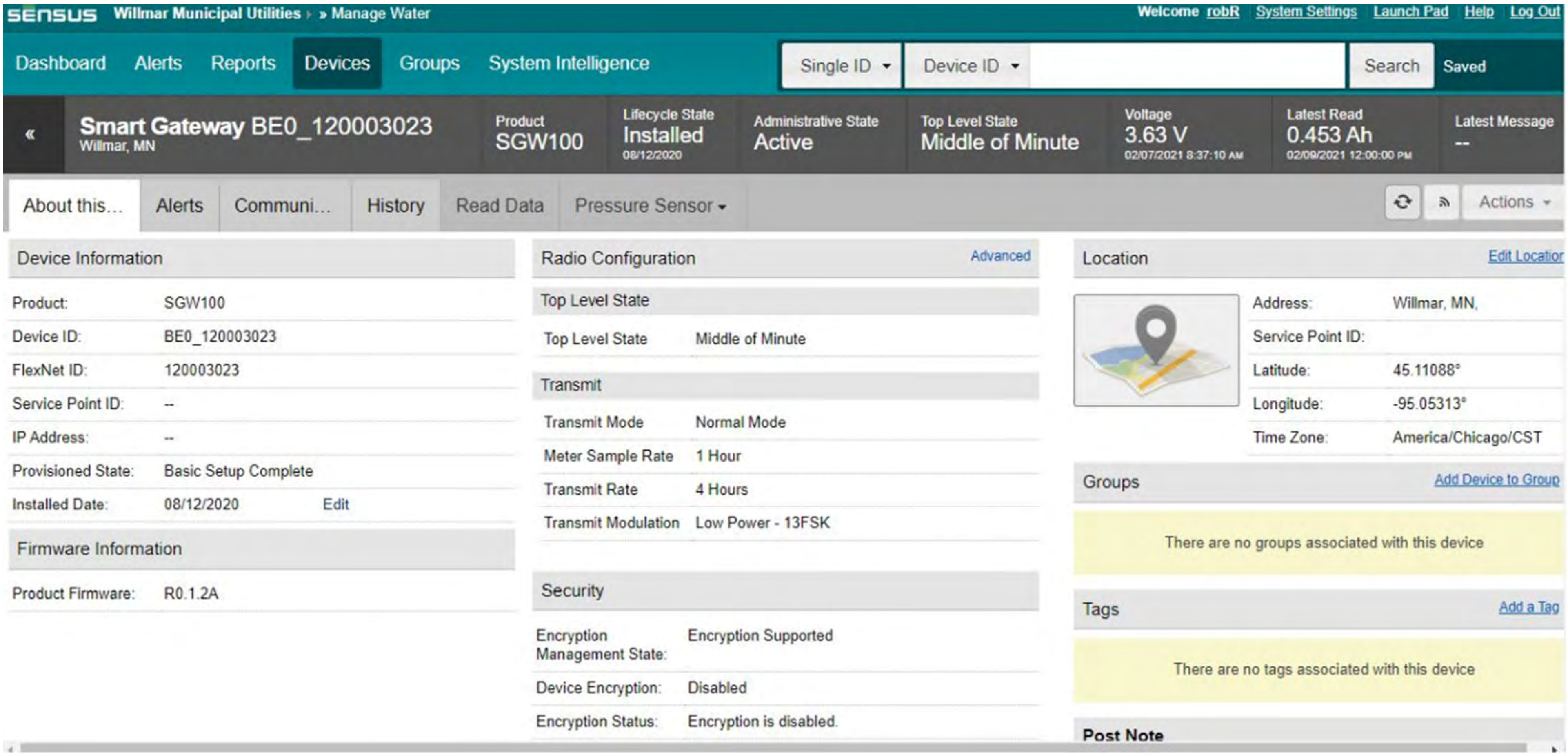
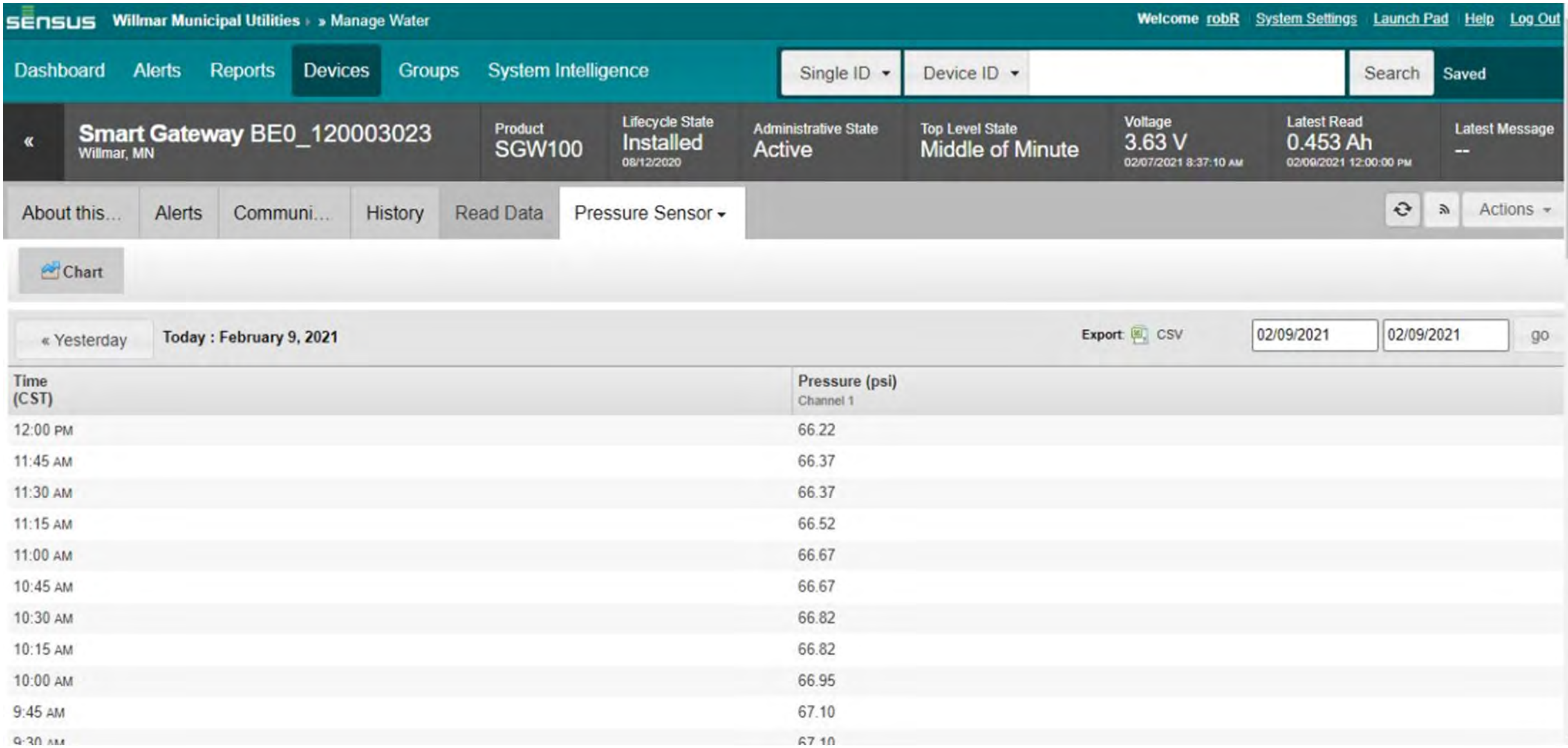
Willmar Municipal Utilities, MN pressure monitoring with Smart Gateway

Willmar Municipal Utilities was looking for an inexpensive back up to their SCADA monitoring system for their elevated water tanks. A month after we installed their first Smart Gateway, their system was tested for the first time. Their “normal” SCADA system had a failure over a weekend and WMU was able to continue monitoring with the FlexNet Network until the SCADA came back on line.

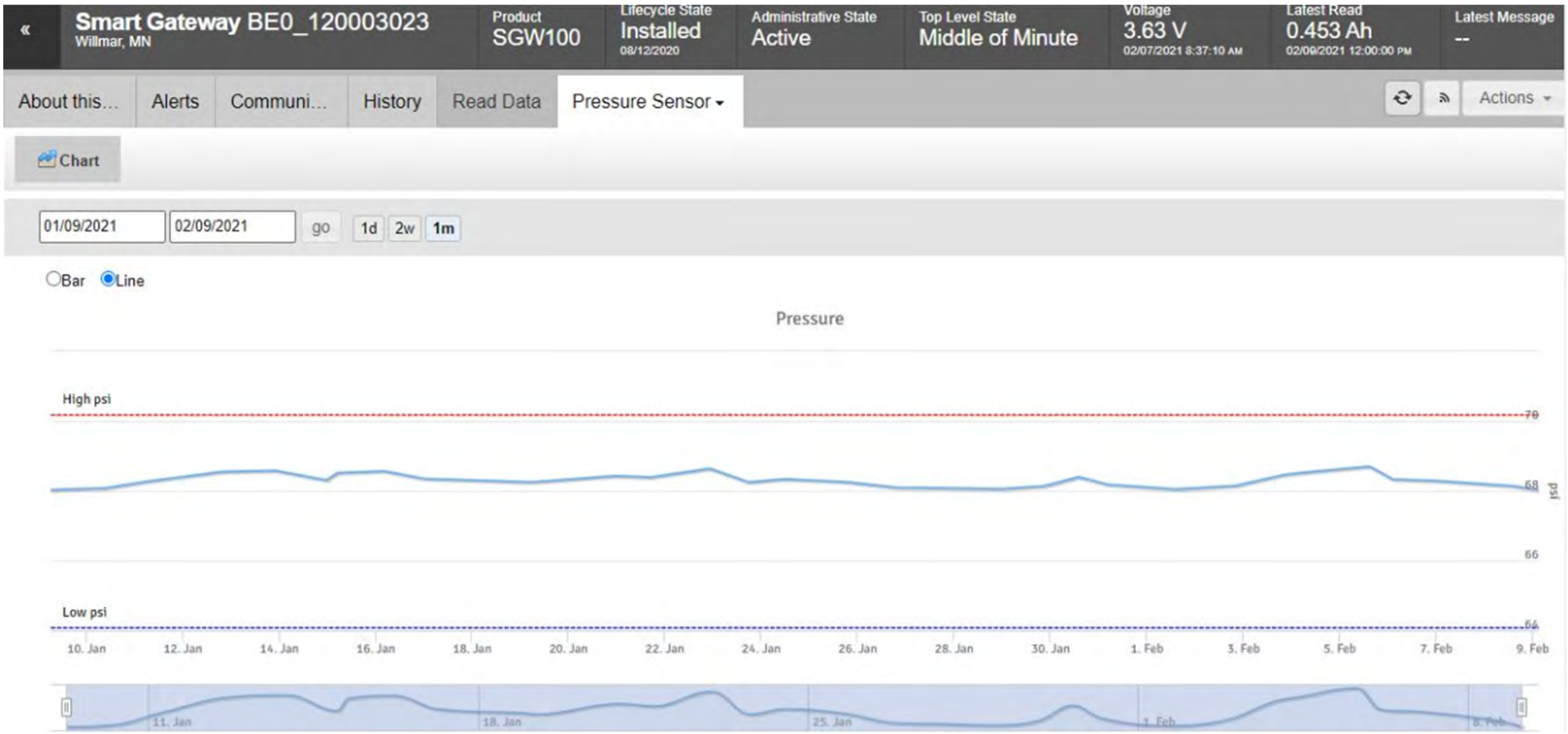
RNI view of Smart Gateway pressure sensor



RNI view of Smart Gateway pressure sensor data



RNI view of Smart Gateway pressure sensor graph



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VantagePoint Lighting

Solution includes:

- VantagePoint Lighting Control Module
- VantagePoint Lighting Software

- Leverages FlexNet® communication network
- Enables monitoring and control of street lights, area lights and security lights
- Enables recurring energy and maintenance savings
- An opportunity to improve customer satisfaction
- Enhances public safety
- Feature-rich and intuitive user interface

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Security

Data Center Highlights

- **Physical Security**
  - 24x7x365 on-site staffed technicians and security personnel with a dedicated guard room protected by ballistics rated glass
  - Electronic badge card key and pin access
  - Motion activated digital security cameras (interior and exterior)
  - Biometric authentication readers on Data Center access doors through a mantrap entrance
- **Fire Detection & Suppression**
  - Multiple zone dry-pipe pre-action fire suppression system
  - Incipient early warning fire detection system
  - Data Center safe fire extinguishers
- **Environmental Design**
  - Zoned N +1 design – 900 tons of datacenter cooling
  - Redundant 630 ton EVAPCO Cooling Towers
  - Redundant 450 ton McQuay Chillers
  - DataAire and Stulz CRAC units
- **SAS-70 Type II , SSAE 16 Type 1 Certified**
  - The State on Auditing Standards No. 70 (SAS 70) Type II certificates were awarded to data centers that adhere to the industry's strictest criteria. SSAE 16 replaces SAS 70 As Reporting Standard.

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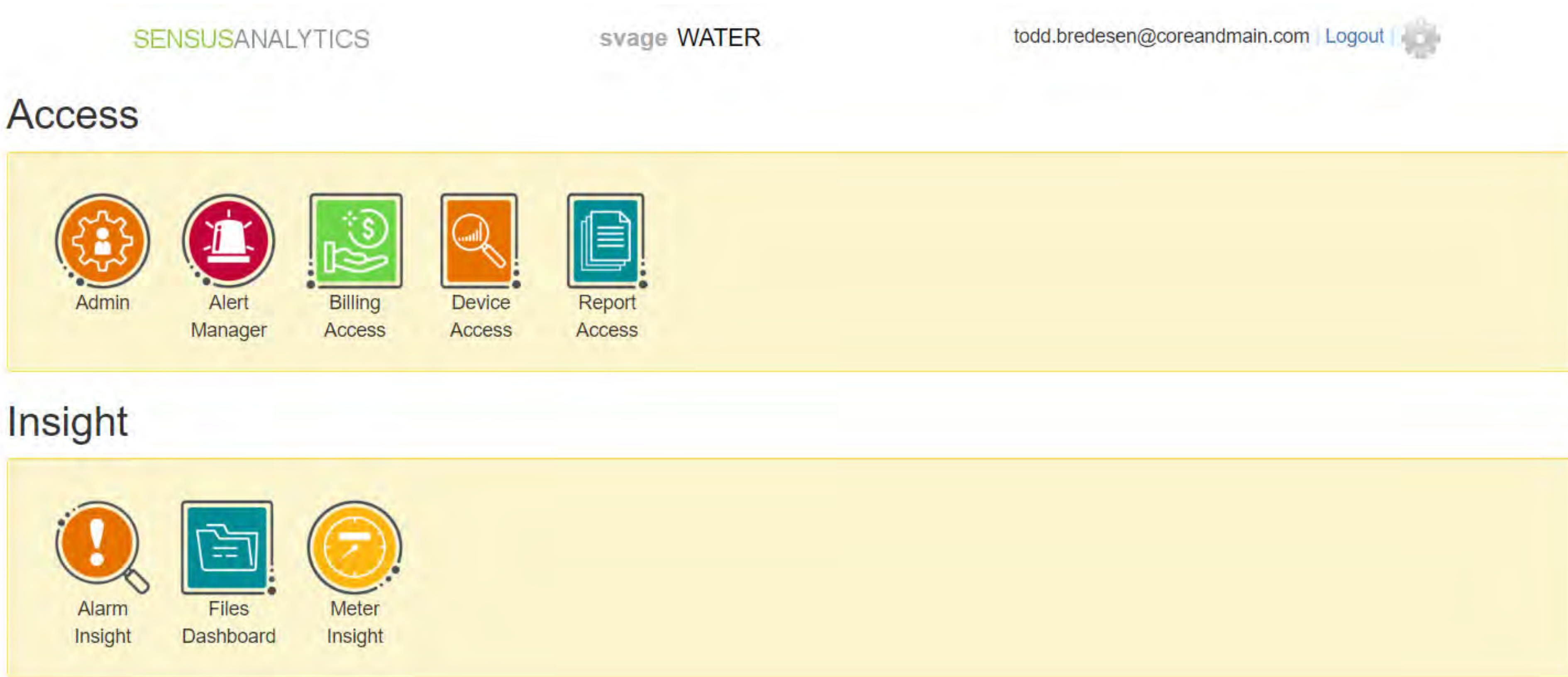
Software

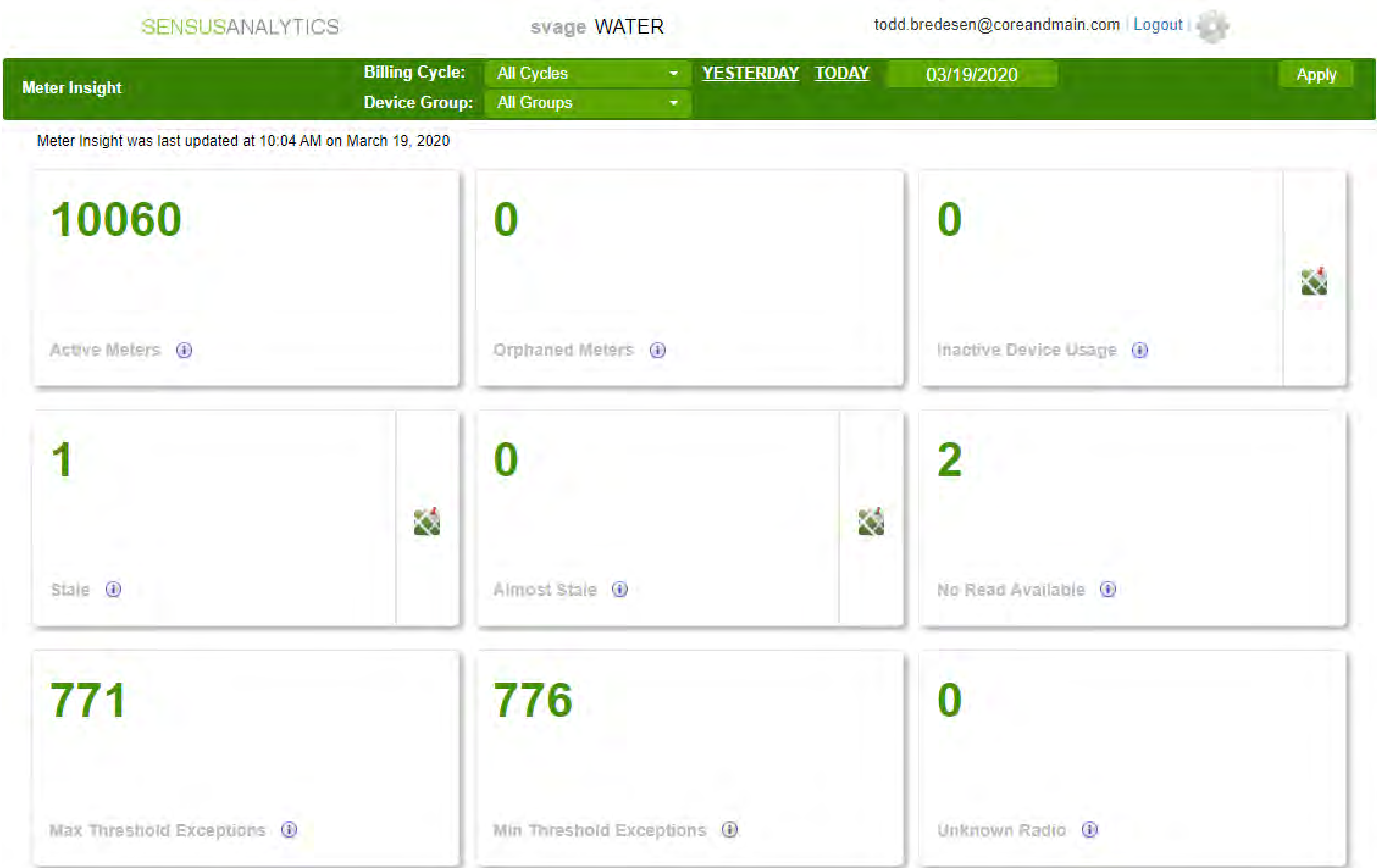
Sensus Analytics



Software Demonstration

Savage, MN

Sensus Analytics



SENSUSANALYTICS svage WATER todd.bredesen@coreandmain.com | Logout

07/01/2018 09/30/2018 Only Active Customer Name

Device Number	83226630	Account Number	030256000
Device Type	Meter	Customer Name	Ross Bredesen
Meter Type	Water	Parent	Unspecified
Radio ID	87799440	Location	9258 Woodridge Way Savage MN 55378
Status	Active	Latest Read	317793 GAL 03/19/20 01:00 PM
Product Type	Unspecified		

Data | Alarms 1 | Watch Me | Map | Details | Actions | Add/Remove Groups

Data Type

Interval

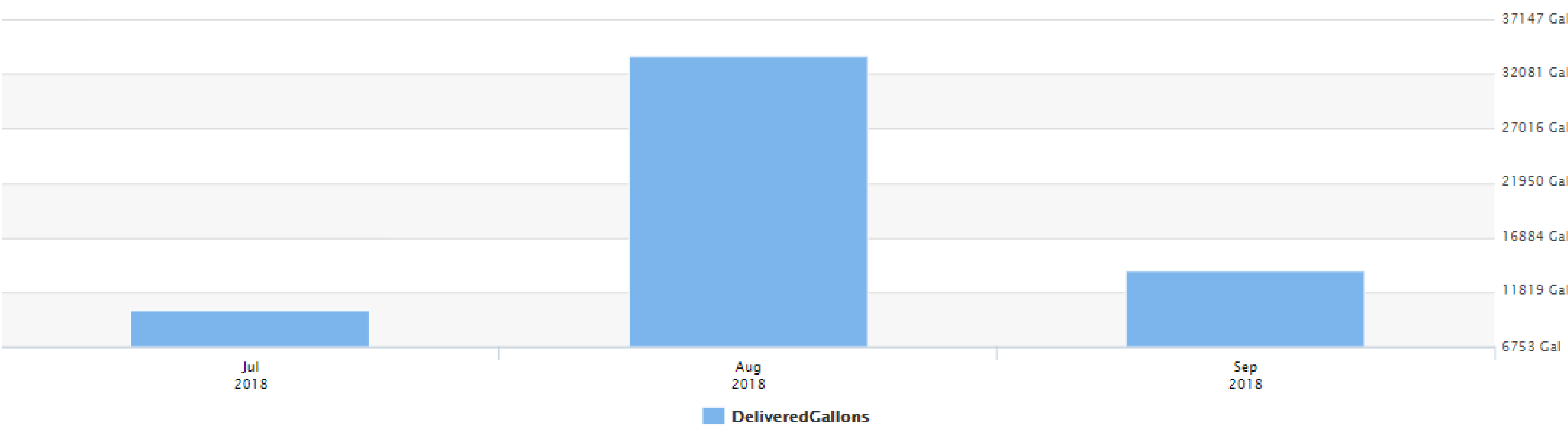
Consumption from 07/01/2018 to 09/30/2018:
DeliveredGallons: **57690.0000**

Date Range Detail Level: Monthly Weekly Daily Hourly

View Type: Graph Table

Print All Graphs

Download



SENSUSANALYTICS svage WATER todd.bredesen@coreandmain.com | Logout

07/01/2018 | 09/30/2018 | Only Active | Customer Name

Device Number	83226630	Account Number	030256000
Device Type	Meter	Customer Name	Ross Bredesen
Meter Type	Water	Parent	Unspecified
Radio ID	87799440	Location	9258 Woodridge Way Savage MN 55378
Status	Active	Latest Read	317793 GAL 03/19/20 01:00 PM
Product Type	Unspecified		

Data | Alarms 1 | Watch Me | Map | Details | Actions | Add/Remove Groups

Data Type

Interval

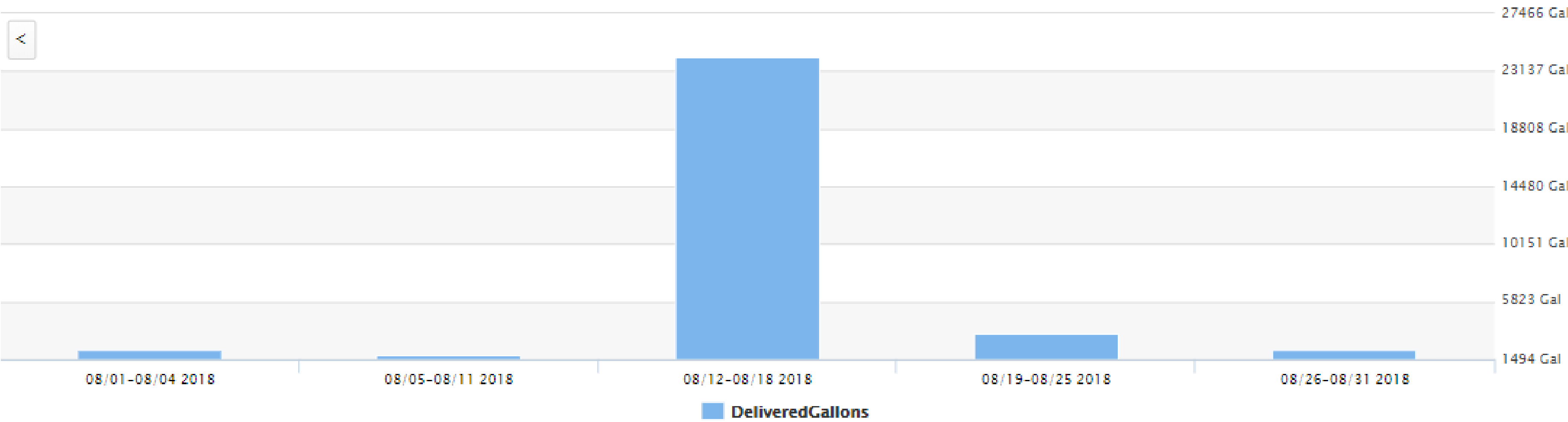
Consumption from 07/01/2018 to 09/30/2018:
DeliveredGallons: 33770.0000

Date Range Detail Level: Monthly, Weekly, Daily, Hourly

View Type: Graph, Table

Print All Graphs

Download



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SENSUSANALYTICS **svage** WATER todd.bredesen@coreandmain.com | Logout

07/01/2018 | 09/30/2018 | Only Active | Customer Name

Device Number	83226630	Account Number	030256000
Device Type	Meter	Customer Name	Ross Bredesen
Meter Type	Water	Parent	Unspecified
Radio ID	87799440	Location	9258 Woodridge Way Savage MN 55378
Status	Active	Latest Read	317793 GAL 03/19/20 01:00 PM
Product Type	Unspecified		

Data | Alarms 1 | Watch Me | Map | Details | Actions | Add/Remove Groups

Data Type

Interval

Consumption from 07/01/2018 to 09/30/2018:
DeliveredGallons: **24240.0000**

Date Range Detail Level

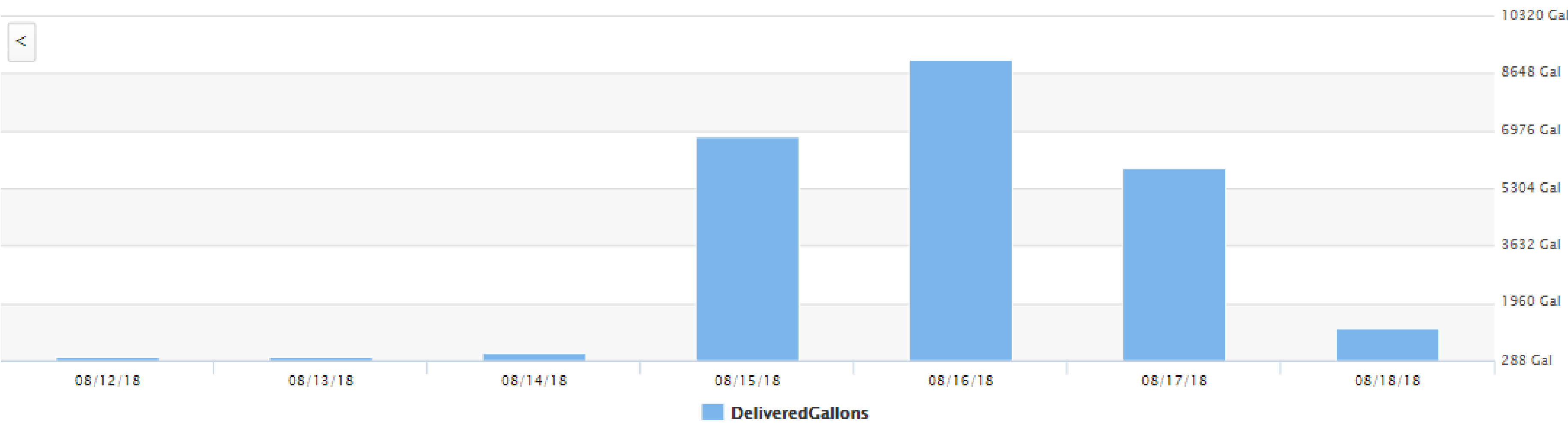
Monthly | Weekly | Daily | Hourly

View Type

Graph | Table

Print All Graphs

Download



SENSUSANALYTICS   svage WATER   todd.bredesen@coreandmain.com | Logout |

07/01/2018   09/30/2018   Only Active   Customer Name

Device Number	83226630	Account Number	030256000
Device Type	Meter	Customer Name	Ross Bredesen
Meter Type	Water	Parent	Unspecified
Radio ID	87799440	Location	9258 Woodridge Way Savage MN 55378
Status	Active	Latest Read	317793 GAL 03/19/20 01:00 PM
Product Type	Unspecified		

Data | Alarms 1 | Watch Me | Map | Details | Actions | Add/Remove Groups

Data Type

Interval

Consumption from 07/01/2018 to 09/30/2018:
DeliveredGallons: **6820.0000**

Date Range Detail Level

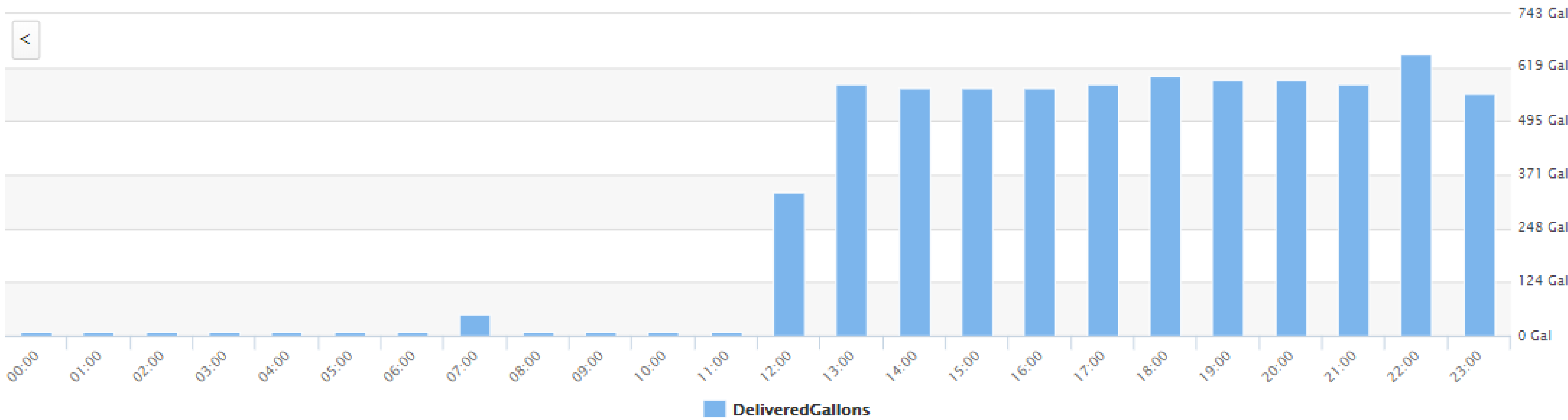
Monthly Weekly Daily Hourly

View Type

Graph Table

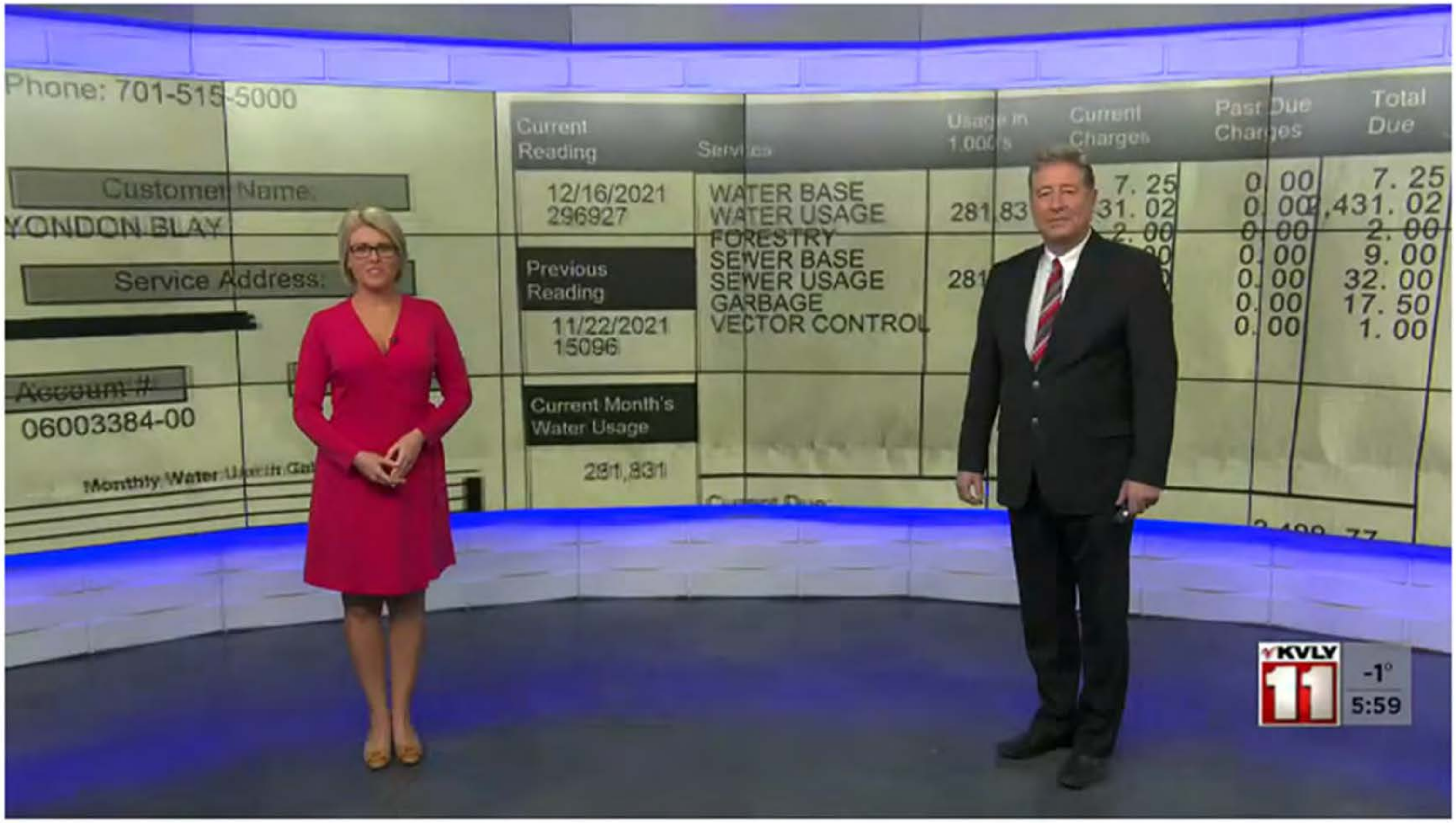
Print All Graphs

Download



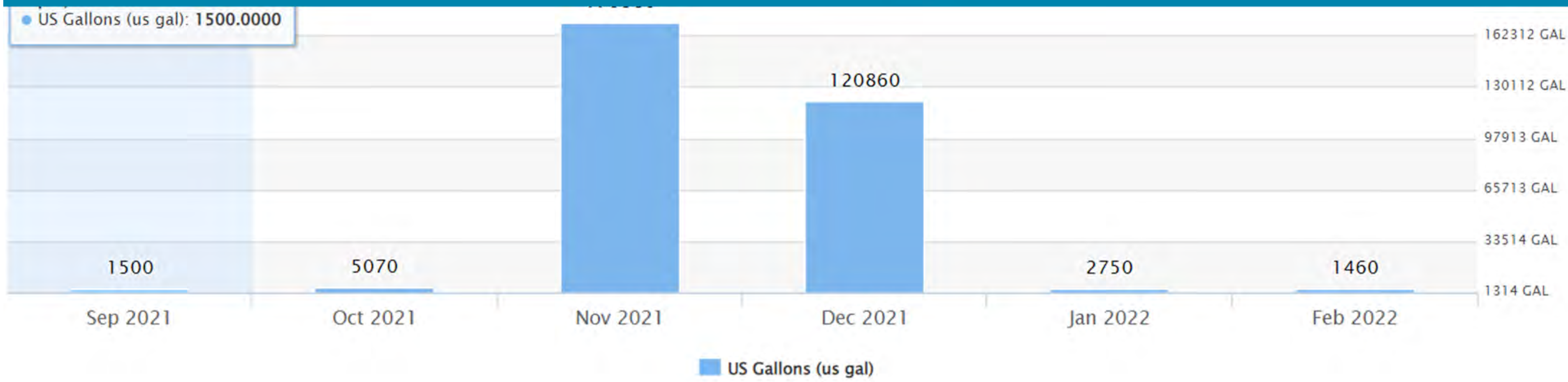
West Fargo, ND

‘That’s more than our mortgage.’: Sneaky leak leaves WF family with expensive water bill



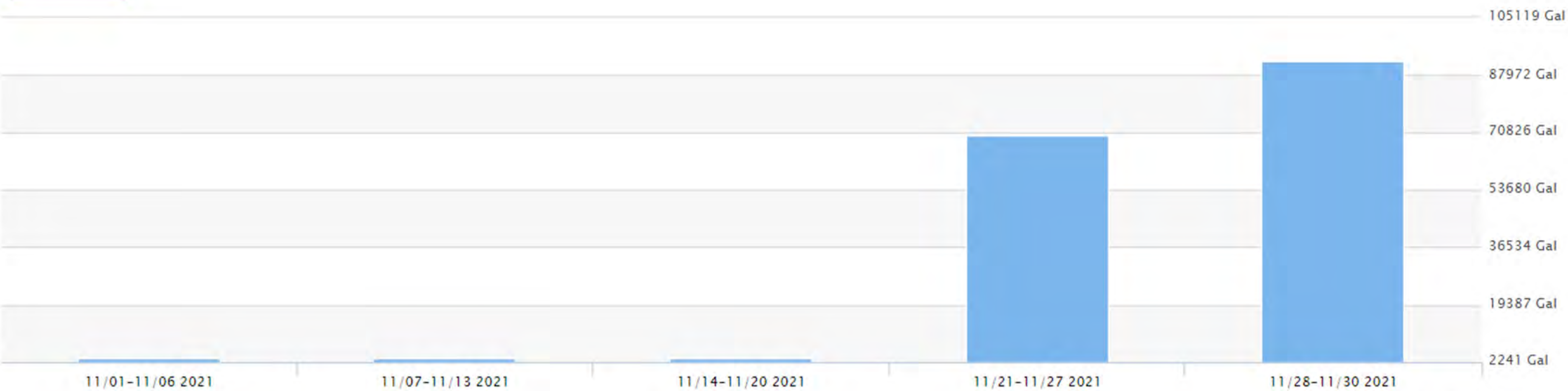
https://www.valleynewslive.com/2022/01/10/thats-more-than-our-mortgage-sneaky-leak-leaves-wf-family-with-expensive-water-bill/

West Fargo, ND



Volume (Gal)

Download



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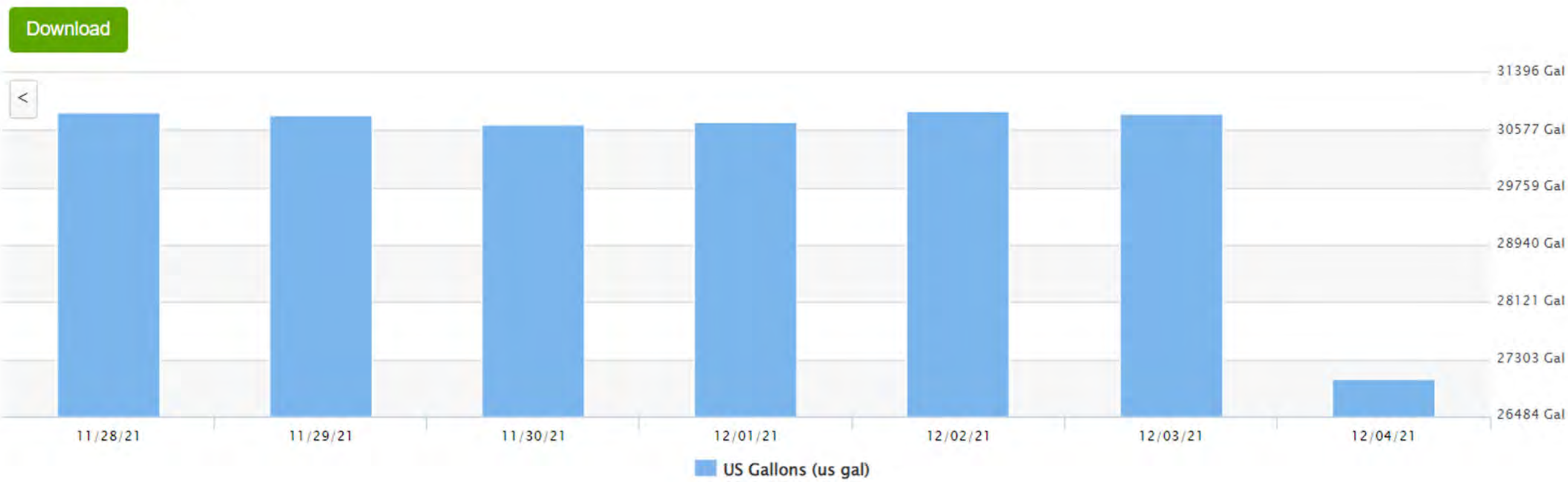
West Fargo, ND

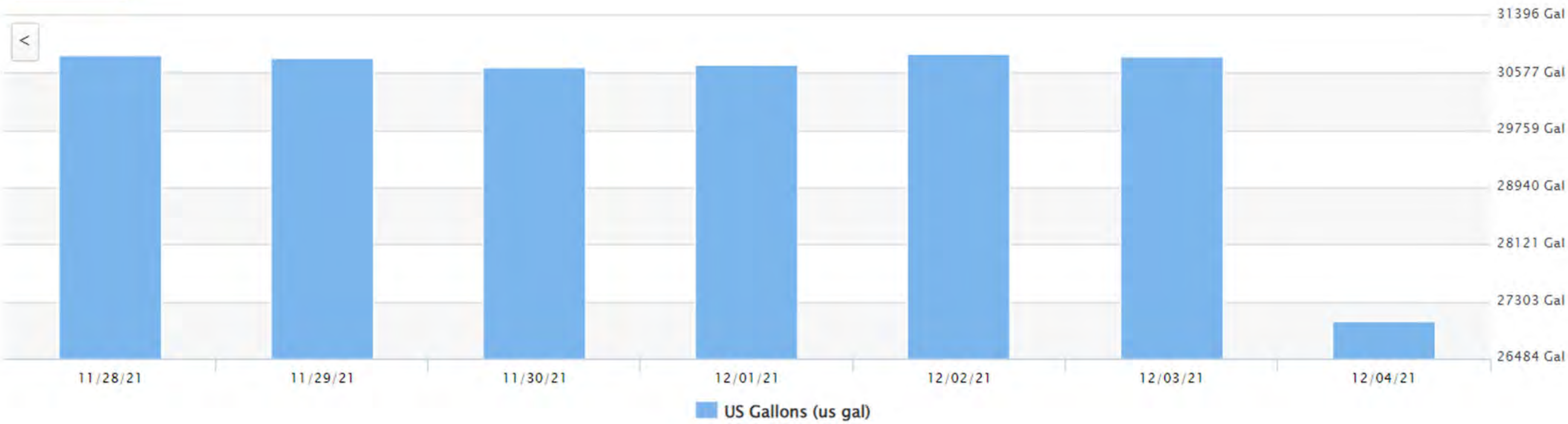
Volume (Gal)



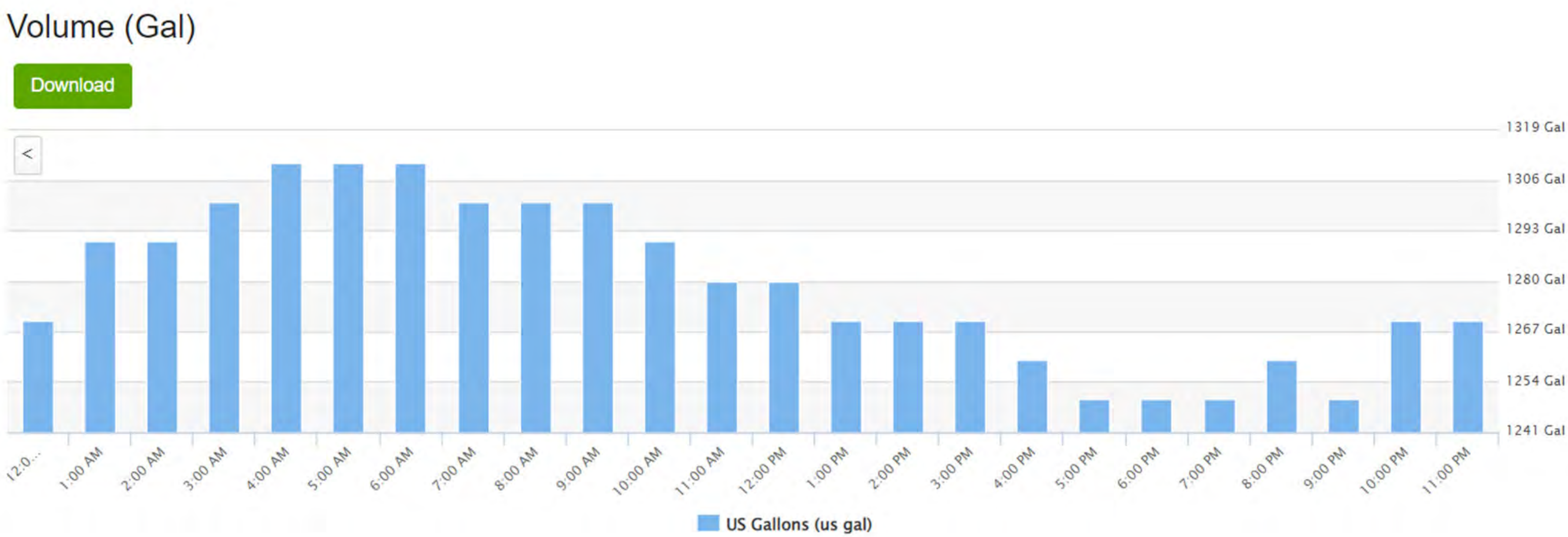
West Fargo, ND

Volume (Gal)

Download



West Fargo, ND



Approximately 20 – 21.5 gallons / minute!

sensus
a xylem brand

West Fargo, ND

Data | Alarms 6 | Watch Me | Map | Details | Actions | Add/Remove Groups

Copy | Print | CSV | Excel | PDF

Show 100 entries

Alarms	Event Time
Continuous Flow	12/04/21 08:10:00 AM CST
Continuous Flow	12/03/21 10:52:00 PM CST
Continuous Flow	11/27/21 09:38:00 PM CST
Continuous Flow	11/27/21 11:50:00 AM CST
Continuous Flow	11/26/21 06:00:00 PM CST
Continuous Flow	11/26/21 05:00:00 PM CST

Approximately 20 – 21.5 gallons / minute!

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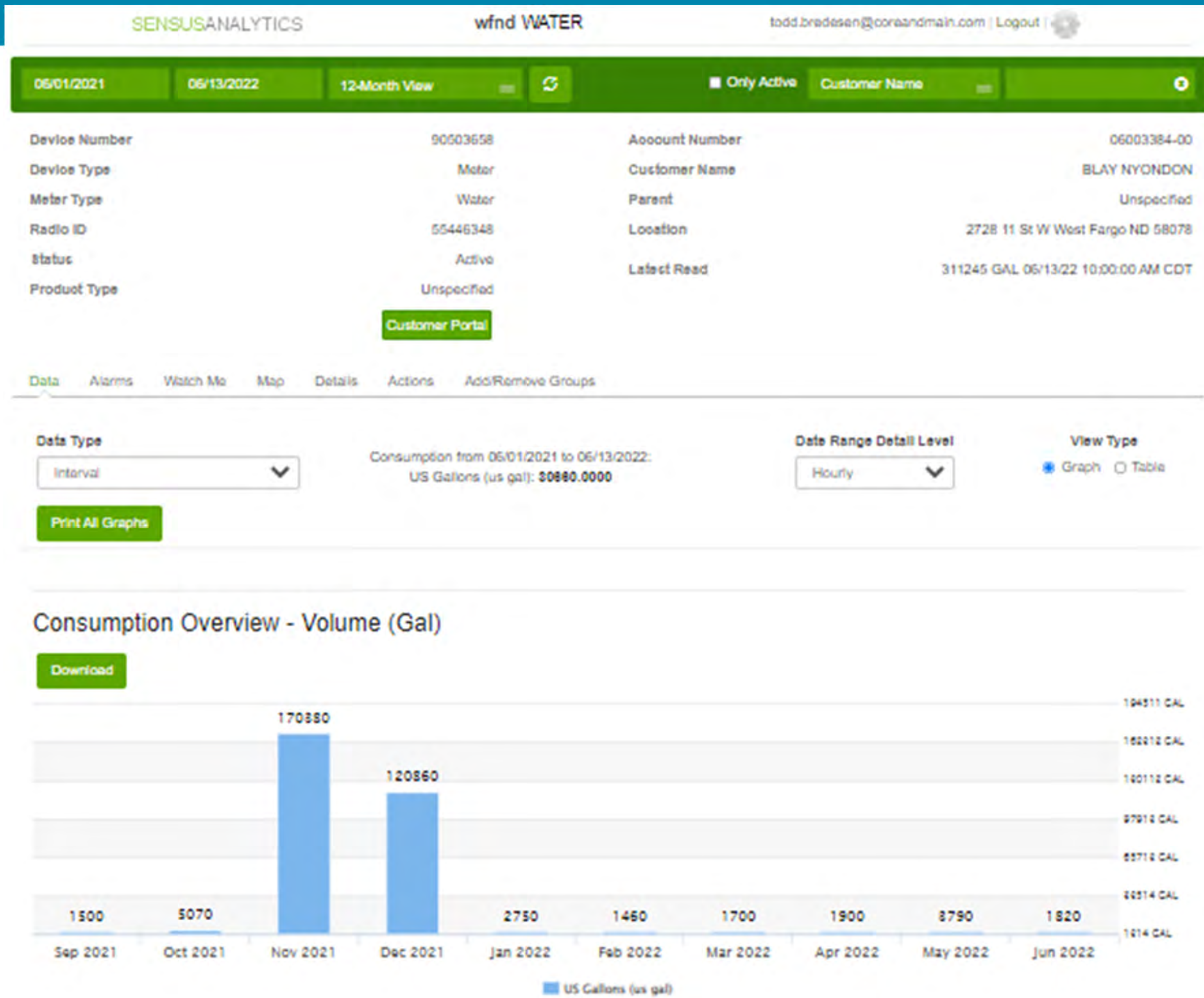
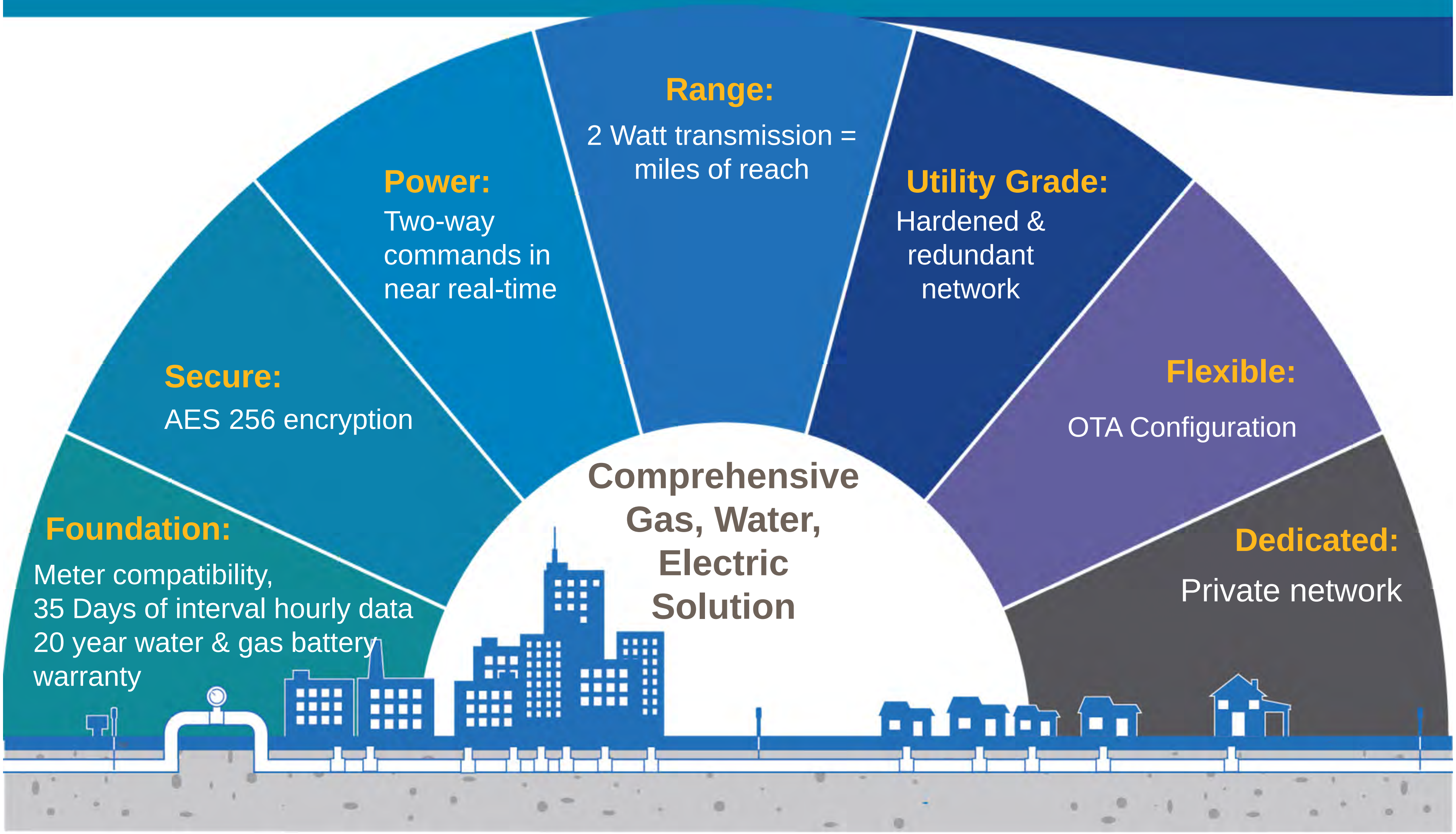
a xylem brand

Sensus Analytics



Secure, Reliable, Flexible Platform



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Thank You!

Village of Somers

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VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: April 15, 2025

TO: Village President Stoner and Board of Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator
Josh Sullivan, Public Works Superintendent

REVIEWED BY: Jason J. Peters, Administrator

AGENDA ITEM: #8 Review and Discuss Request from Public Works Superintendent Sullivan and Fire Chief Andersen to sell assorted equipment at the Wisconsin Surplus Auction.

BACKGROUND:

In the past, the Public Works Department as well as the Somers Fire & Rescue Department have requested authorization to sell various equipment that is no longer of use to the Village at the Wisconsin Surplus Auction.

UPDATE:

Public Works Superintendent Sullivan identified the items below as no longer being needed by the Village and seeks authorization to sell them at auction:

- 2008 Freightliner M2 5-Yard Dump Truck
- Alkota 4355E Pressure Washer
- 2018 Ford 450 Front Bumper
- X2 Front Semi Bumpers from Peterbilt Trucks (2)
- Monroe Salter Pan
- Western 8.6 MVP Plus V Plow

Somers Fire & Rescue Chief Andersen identified the items below:

- Old Training Room Chairs
- Old Refrigerator from Fire Department kitchen
- Old Plymovent exhaust removal system parts that don’t work with our system anymore

- Obsolete equipment that is out of service and can't be repaired (fire helmets, turnout gear, fires hoses and assorted obsolete EMS equipment)

ATTACHMENTS:

None

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VILLAGE OF SOMERS
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM

WORK SESSION: April 15th, 2025

TO: Village President Stoner and Village Trustees

PREPARED BY: Kevin Poirier, Assistant Administrator

AGENDA ITEM: #9 Discuss reappointment of David Barnes to the Board of Appeals for 3-year term expiring 06/01/2026

BACKGROUND:

Board of Appeals members serve a 3-year term. David Barnes appoint has expired and he is willing to serve another 3-year term. The re-appointed term would be until as follows:

David Barnes 04/22/2028

ATTACHMENTS:

None

Village of Somers
7511 12th Street
Somers, WI 53171

Village Board Meeting
Tentative Agenda
Tuesday, April 22nd, 2025
5:30 p.m.

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on April 8th, 2025, Vouchers dated April 10th, 2025 and April 17th, 2025
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Action on proposed development agreement with Somers Gateway LLC
8	Action on proposed Resolution No. 2025-006, a Resolution to Amend the 2024 Village of Somers Adopted General Fund Budget
9	Action on Request from Public Works Superintendent Sullivan and Fire Chief Andersen to sell assorted equipment at the Wisconsin Surplus Auction.
10	Action on Operator's Licenses: NONE
11	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the April 22nd, 2025 Village Board Meeting & Tentative Agenda in 1 public place & on the Village website.

Dated this 11th day of April, 2025 Wendy Burnette, Clerk-Treasurer

Requests from person with disabilities who need assistance to participate in this meeting should be made to the Clerk's Office at 262-859-2822 with as much notice as possible. **Notice is hereby given that members of the Village Board may participate telephonically. Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken.**

Original Post Date: April 11th, 2025