

## NOTICE

A meeting of the City of Evansville Common Council will be held at the location, on the date, and at the time stated below. Notice is further given that members of the Plan Commission and Economic Development Committee may be in attendance. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall at (608)-882-2266 with as much notice as possible. Please turn off all cell phones while the meeting is in session. Agendas, minutes, and packets can be found here: [www.ci.evansville.wi.gov/councilmeetings](http://www.ci.evansville.wi.gov/councilmeetings).

**City of Evansville Common Council**  
**Regular Meeting**  
City Hall, 31 S Madison St, Evansville WI 53536  
Tuesday, December 12, 2023, 6:00 p.m.

### AGENDA

1. Call to order
2. Roll call
3. Motion to Approve the Agenda
4. Motion to waive the reading of the minutes of the November 14, 2023 regular meeting, the November 30, 2023 Special Budget Hearing minutes, and the December, 2, 2023 Committee of the Whole minutes and approve as presented.
5. Civility Reminder
6. Citizen Appearances
7. Reports of Committees
  - A. Library Board Report
  - B. Parks and Recreation Board Report
  - C. Plan Commission Report
    - 1) Motion to approve a certified survey map to divide parcel 6-27-533.505 into two lots for a two-family twin residence addressed at 648 and 650 Locust Lane, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the following conditions:
      - i) The final CSM and joint maintenance is recorded with Rock County Register of Deeds.
      - ii) The applicant records a joint cross access and maintenance agreement for each of the new lots made by CSM.
    - 2) Second Reading and Motion to Approve Ordinance 2023-14, Annexing and Rezoning Territory from the Town of Union to the City of Evansville Parcel 6-20-232.
    - 3) Second Reading and Motion to Approve Ordinance 2023-15, Amending Chapter 130 (Zoning) of the City of Evansville Municipal Code
  - D. Finance and Labor Relations Committee Report
    - 1) Motion to accept the November 2023 City bills as presented in the amount of \$3,130,684.91.
    - 2) Motion to Approve Resolution 2023-41, Allocating City of Evansville's ARPA Funds
  - E. Public Safety Committee Report
  - F. Municipal Services Report
    - 1) Motion to Approve Resolution 2023-39, Commending Mark Sendelbach for his Service to the City of Evansville
    - 2) Second Reading and Motion to Recommend Ordinance 2023-12, Amending Chapter 106 - Streets Sidewalks and Other Public Places.
    - 3) Second Reading and Motion to Recommend Ordinance 2023-13, Amending Chapter 122 - Traffic and Vehicles.

- G. Economic Development Committee
  - H. Youth Center Advisory Board Report
  - I. Historic Preservation Commission
  - J. Fire District Report
  - K. Police Commission Report
  - L. Energy Independence Team Report
  - M. Board of Appeals Report
8. Unfinished Business
  9. Communications and Recommendations of the Administrator
  10. Communications and Recommendations of the Mayor
    - A. Motion to Approve the Citizen Appointment of Idalia Winger, 315 W Liberty St, to fill the unexpired three-year term of Greg Lipes to the Eager Free Public Library Board of Trustees ending 2025.
  11. New Business
    - A. Motion to Approve the Appointments of Election Inspectors for 2024-2025.
    - B. Update on CHS Oilseed Processing Facility
    - C. Closed Session: Motion to convene in closed session pursuant to section 19.85(1)(e) of the Wisconsin statutes where discussion in open session would negatively impact the city's competitive or bargaining position and pursuant to Sec. 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Upon completion, the Common Council will reconvene in open session.
    - D. Possible Discussion and Possible Motion on Development Agreement between CHS and the City of Evansville
    - E. Consideration and possible action on Resolution 2023-40, a “Resolution Creating Tax Incremental District No. 10, Approving its Project Plan and Establishing its Boundaries.”
  12. Upcoming Meeting Reminder:
    - A. City Holiday Gathering: Creekside, Friday, December 15, 2023, at 2:00 p.m.
    - B. Regular Council meeting: January 9, 2024 at 6:00 p.m., City Hall
  13. Adjourn

*Dianne C. Duggan, Mayor*

**City of Evansville Common Council**  
**Regular Meeting**  
City Hall, 31 S Madison St, Evansville WI 53536  
Tuesday, November 14, 2023, 6:00 p.m.

**MINUTES**

1. **Call to order:** Duggan called the meeting to order at 6:00 p.m.

2. **Roll call:**

Members	Present/Absent	Others Present
Aldersperson, Abbey Barnes	P	Leah Hurtley, City Clerk
Aldersperson, Jim Brooks	P	Mark Kopp, City Attorney
Aldersperson, Ben Corridon	P	Jason Sergeant, City Administrator
Mayor, Dianne Duggan	P	Julie Roberts, City Treasurer
Aldersperson, Ben Ladick	P	John Leuzinger, Public Works
Aldersperson, Gene Lewis	P	Ryan Nass, Public Works
Aldersperson, Joy Morrison	P	Heidi Schulz, Rock Valley Publishing
Aldersperson, Corey Neeley	P	
Aldersperson, Erika Stuart	P	

3. **Motion to Approve the Agenda, with changing the date in agenda number 4 to April 23, 2024, by Brooks, seconded by Morrison. Motion passed 8-0.**

4. **Motion to Appoint the Janesville Gazette as the City of Evansville's Official Newspaper for the unexpired term of one year, ending on April 16, 2023 April 23, 2024, by Brooks, seconded by Corridon. Motion passed 8-0.**

Prior to the vote, Duggan invited Heidi Schultz from the Evansville Examiner, to say a few words of introduction. Schultz shared that the first edition was hitting the press the next day. Schultz shared that the paper would be distributed by mail, e-subscription, and newsstands.

**Motion to amend to Appoint the Janesville Gazette as the City of Evansville's Official Newspaper for the unexpired term of one year on the interim basis, ending no later than April 23, 2024, by Brooks, seconded by Corridon. Motion passed 8-0.**

5. **Motion to waive the reading of the minutes of the October 10, 2023 regular meeting and approve as presented, by Brooks, seconded by Morrison. Motion passed 8-0.**

6. **Civility Reminder:** Duggan noted the City's commitment to civility and decorum at Council Meetings.

7. **Citizen Appearances:** None

8. **Reports of Committees**

A. **Library Board Report:** No report was received.

B. **Parks and Recreation Board Report:** Neeley reported that it was shared that the Stoughton Trailers foundation had donated the \$100,000 for the Larson Acres Park Project. The original goal for the new Aquatic Center had been reached, and a new stretch goal has been created.

C. **Plan Commission Report:**

- 1) **Second Reading and possible Motion to Approve Ordinance 2023-11, Annexing and Rezoning Territory from the Town of Union to the City of Evansville Parcel 6-20-302.2, by Brooks, seconded by Stuart. Motion passed 8-0.**

Spranger reported that the property owner has wanted access to the City Utility services.

- 2) **Discussion on Parcel 6-20-232**

Spranger shared this will be another annexation, this time for the Maas Farm on County Road C. There is interest from a developer to provide multi-family units on an approximate 45 acres of land.

D. **Finance and Labor Relations Committee Report**

- 1) **Motion to Accept the October 2023 City bills as presented in the amount of \$3,185,816.77, by Brooks, seconded by Morrison. Motion passed by Roll Call 8-0.**

- 2) **Quarterly Treasurer's Report:** Roberts reported that there wasn't anything that was out of the ordinary in the bills. Interest revenues were coming in nicely. All items seem to be right on track. There was additional discussion on how some items may be over budget, but then there are other items that are coming under budget.

- 3) **Motion to accept Resolution 2023-38, ~~Adopting~~ Accepting 2024 Operating and Capital Budget and Setting Tax Levies, by Brooks, seconded by Ladick. Motion passed by Roll Call 8-0.**

- 4) **Motion to Approve the Memorandum of Understanding Agreement with TDS, by Brooks, seconded by Morrison. Motion passed by Roll Call 8-0.**

Sergeant shared that this would hold TDS to move underground when the City moves the electrical underground in that area by the creek on Water Street.

- 5) **Motion to approve the Joint Powers Agreement between Rock County and the City of Evansville, by Brooks, seconded by Morrison. Motion passed by Roll Call 8-0.**

Brooks explained that this is an annual renewal of the 911 service.

- 6) **Discussion and possible Motion to Approve the updated Personnel Policies and Employee Handbook, by Brooks, seconded by Neeley. Motion passed by Roll Call 8-0.**

**Motion to Amend section 3-15, the final sentence to add "Mayor and/or Council President, and with formal input from Common Council, shall conduct the review of the City Administrator, consistent with the existing employment contract." by Brooks, seconded by Stuart. Motion passed 8-0.**

**Motion to Amend section 5-5, paragraph 2, to include bereavement and sick pay, and not including vacation, or other non-worked hours; to strike changes to 5-7 to leave at two hours pay; and 5-11 to include the words "full-time Municipal Services Department Supervisors and field employees"; and 7-2 to strike the first sentence and start with "A full-time" by Brooks, seconded by Neeley. Motion passed 8-0.**

There was discussion around the inclusion of the Common Council to the performance appraisal of the City Administrator. There was additional discussion on the reduction of the mission statement that included employee input from all departments.

#### E. Public Safety Committee Report

- 1) **Motion to Approve Resolution 2023-35 Amending the City of Evansville's Fee Schedule – Chapter 42 – Emergency Services, by Stuart, seconded by Corridon. Motion passed by Roll Call 8-0.**

There was a discussion as to the definition of BLS (Basic Life Support) and ALS (Advanced Life Support). The staff has been undergoing training with the intention that next year, they would be able to offer a higher level of service, and bill accordingly. The proposed fee schedule, would negate the cost difference of non/resident, and instead offer a cost difference between the two service levels. There was additional discussion on the cost of the fee's and what the appeals process would be for someone that wouldn't or couldn't afford a service.

**Motion to Amend the wording to state “Now, therefore, be it here resolved by the City of Evansville's Ambulance District Fee Schedule is amended”, by Brooks, seconded by Corridon. Motion passed 8-0.**

Stuart shared that there were some Operator Licenses that were approved. The full police report has not been getting attained as the Rock County system has been down.

#### F. Municipal Services Report

- 1) **Motion to approve Resolution 2023-37, Petition for the Establishment of a New At-Grade Crossing, by Brooks, seconded by Morrison. Motion passed 8-0.**

Brooks explained that this would allow the installation of a sidewalk across the railroad tracks. Sergeant went on to explain that there has been an unimproved crossing at the east side of Madison Street. When the Office of Railroad Commissioners had been approached to pave the crossing, they had come back to state that the crossing had been put in illegally and needed to be removed. In the interim, the city has put up barricades to block off the area. Also, there has been discussions with Mark Poca's office, and there is an Appropriations Bill that has money in it to address the crossing. This resolution will allow more pressure to be applied to help move the process along quicker.

- 2) **Motion to Approve United Liquid Waste Recycling, Inc Contract, by Brooks, seconded by Neeley. Motion passed by Roll Call 8-0.**

- 3) **Motion to Approve Condition Assessment for Youth Center, by Brooks, seconded by Morrison. Motion passed by Roll Call 8-0.**

Ladick expressed concern on spending \$4,800 for an assessment. Corridon would like to have the building assessed to justify why they need a new building. There was discussion on getting a basic commercial inspection instead. Sergeant explained that to do an inspection, he would recommend going through the proper channels. The inspection results may cause some uncomfortable conversations and it would be best to have everything documented accordingly.

- 4) **Motion to Approve Stairway Assessment for City Hall, by Brooks, seconded by Neeley. Motion passed by Roll call 8-0.**

The prior building inspector had brought up that the stairway at City Hall was not up to code. There have been concerns brought up about small children. The current need is to understand what could be done and work with someone that could navigate the State Historical Building exceptions. Eventually, it may need to go through the Historical Preservation, pending what the discoveries would be.

Brooks also shared that in addition there was discussion at the Municipal Services meeting on the fees for the Street Closures. It has been put on hold until it could be discussed with Tourism Commission and Economic Development.

- G. **Economic Development Committee:** The Business Summit occurred on October 13<sup>th</sup> with 75 people in attendance. It was a half day of networking and sharing of information. It was a successful event.
  - H. **Youth Center Advisory Board Report:** Corridon shared that the meeting was lightly attended, and there wasn't much to report.
  - I. **Historic Preservation Commission:** Did not meet.
  - J. **Fire District Report:** Brooks shared that the calls are down a small amount compared to 2022. There was discussion on the full-time Operator position description, with the hope to hire the first full-time employee after the first of the year.
  - K. **Police Commission Report:** Did not meet.
  - L. **Energy Independence Team Report:** Brooks shared that there was a presentation from Slipstream on the efficiency project that was undertaken. They will be presenting to Council in the near future.
  - M. **Board of Appeals Report:** The Board met to have an organizational meeting to appoint a public member and a Chair. This will be to decide if to do a Tax Incremental District number 10, that will encompass CHS if they decide to come to the region.
9. **Unfinished Business**
10. **Communications and Recommendations of the Administrator:** Sergeant shared that the interview process for a Building Inspector had begun. The High School Green Team had a tour of the Wind Turbine to see how it works. There has been a lot of hard work happening at City Hall with the conclusion of the Budget process, and getting everything ready for taxes.
11. **Communications and Recommendations of the Mayor**
- A. **Mayoral Proclamation 2023-06 In Recognition of Evansville Veterans' Participation in the Badger Honor Flight Program.**  
Brooks announced the Proclamation.
  - B. **Mayoral Proclamation 2023-07 In Recognition of The Evansville Review.**  
Brooks announced the Proclamation.
  - C. **Motion to approve the citizen appointment of Jonathan Hollingsworth, 671 Windsor Lane, to fill the unexpired three-year term of Amanda Firgens to the Eager Free Public Library Board of Trustees ending 2025, by Brooks, seconded by Neeley. Motion passed by Roll Call 8-0.**
  - D. **Motion to approve the citizen appointment of Dierdre Beltran, 417 Higgins Dr, to Sue Wilbur's unexpired five-year term to the Housing Authority ending 2028, by Brooks, seconded by Morrison. Motion passed by Roll Call 8-0.**

There was additional discussion of the appointment process and how information could be gathered for Council, as to the qualifications and experience of the appointments.

12. **New Business:** None
13. **Introduction of New Ordinances**
  - A. **First Reading of Ordinance 2023-12, Amending Chapter 106 - Streets Sidewalks and Other Public Places.**  
Read by Brooks.
  - B. **First Reading of Ordinance 2023-13, Amending Chapter 122 - Traffic and Vehicles.**  
Read by Brooks.
  - C. **First Reading of Ordinance 2023-14, Annexing and Rezoning Territory from the Town of Union to the City of Evansville Parcel 6-20-232.**  
Read by Brooks.
14. **Upcoming Meeting Reminder:**
  - A. Special Meeting Budget Hearing, ~~Tuesday~~ Thursday, November 28 30, 2023, at 6:00 p.m.
  - B. Special Committee of the Whole Meeting, Saturday, December 2, 2023, at 8:00 a.m.
  - C. Regular Common Council Meeting, Tuesday, December 12, 2023, at 6:00 p.m.
  - D. City Holiday Gathering Creekside, Friday, December 15, 2023, at 2:00 p.m.
15. **Closed Session: Motion that the Common Council shall convene in closed session pursuant to section 19.85 (1) (e) of the Wisconsin statutes to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and where discussion in open session would negatively impact the city's competitive or bargaining position. Upon completion, the Common Council will reconvene in open session, by Brooks, seconded by Neeley. Motion passed by Roll Call 8-0 at 7:19 p.m.**
16. Reconvene into Open Session: **Motion to reconvene into Open Session pursuant to Wis. Stats. §19.85(2) for possible discussion and/or action concerning any matter discussed in closed session.**
17. **Adjourn, by Duggan at 7:54 p.m.**





**City of Evansville Common Council**  
**Special Budget Hearing Meeting**  
City Hall, 31 S Madison St, Evansville WI 53536  
Thursday, November 30, 2023, 6:00 p.m.

**MINUTES**

1. **Call to order:** Duggan called the meeting to order at 6:01 p.m.
2. **Roll call:**

<b>Members</b>	<b>Present/Absent</b>	<b>Others Present</b>
<b>Aldersperson, Abbey Barnes</b>	<b>P</b>	Leah Hurtley, City Clerk
<b>Aldersperson, Jim Brooks</b>	<b>P</b>	Jason Sergeant, City Administrator
<b>Aldersperson, Ben Corridon</b>	<b>P</b>	Julie Roberts, City Treasurer
<b>Mayor, Dianne Duggan</b>	<b>P</b>	Carolyn Kleisch, EMS Chief
<b>Aldersperson, Ben Ladick</b>	<b>A</b>	
<b>Aldersperson, Gene Lewis</b>	<b>P</b>	
<b>Aldersperson, Joy Morrison</b>	<b>P</b>	
<b>Aldersperson, Corey Neeley</b>	<b>P</b>	
<b>Aldersperson, Erika Stuart</b>	<b>P</b>	

3. **Motion to approve the revised agenda as presented, by Brooks, seconded by Morrison. Motion passed 7-0.**
4. **Civility reminder:** Duggan noted the City's commitment to civility and decorum at Council Meetings.
5. **Citizen appearances other than agenda items listed:**

**Gene Lewis, 354 Union Street** - has lived in his home since 1992. Lewis states neighbor, Evansville Gas has recently installed high intensity flood lights, lights that illuminate his entire property and beyond. Lewis gave comedic device reference to Christmas Vacation when the neighbors were blinded. Lewis acknowledges Plan Commission has enforcement measures for new construction. However, Lewis believes there is need for Council to create a smart and strong ordinance for new and existing businesses to prevent this from happening.

Neeley, aided the conversation by addressing the city should set precedence with streetlights being dark sky compliant. There was additional discussion with Sergeant about an ordinance that he had proposed a number of years ago in regards to dark-sky compliance. There was discussion to reevaluate that proposal and dark sky compliance at this time.

6. **Reports of Committees**

- A. **Finance and Labor Relations Committee Report**

- 1) **Public Hearing: 2024 Operational Budget**

- i) **Staff Summary:** Sergeant explained that this budget will restore hiring for an apprentice Lineworker for the electric utility. There is an addition for a full-time Police Officer, while reducing their part-time officers from 4 to 1. The Capital Plan has no dollar changes, just more clarification on the items that will be purchased.

- ii) **Public Hearing: Duggan opened Public Hearing for the Budget at 6:12 p.m.**

After hearing no discussion, **Duggan closed Public Hearing for the Budget at 6:13 p.m.**

iii) **Final discussion by Council:** None

iv) **Motion to adopt Resolution 2023-38, Adopting 2024 Operating and Capital Budget and Setting Tax levies, by Brooks, seconded by Neeley. Motion passed by Roll Call 7-0.**

B. **Motion to approve the Evansville EMS Intergovernmental Agreement 2024, by Brooks, seconded by Morrison. Motion passed by Roll Call 7-0.**

C. **Motion to remove references to Municipal Code Section 1.03 (9) from the Employee Handbook, by Brooks, seconded by Morrison. Motion passed 7-0.**

Sergeant explained that after the handbook was approved, he had decided to double check some reference items and found that there was one that has never existed going back to at least 1970's.

7. **Communications and Recommendations of the Administrator:** Sergeant explained that he provided the Friday Report, as no one had received it with the email conversion to Microsoft from Google. There was additional discussion about the email conversion.
8. **Communications and Recommendations of the Mayor:** Duggan thanked everyone for their hard work on the budget. Duggan also gave some insights to upcoming meetings and gatherings.
9. **New Business:** None
10. **Introduction of New Ordinances**
  - A. **First Reading of Ordinance 2023-15. Amending Chapter 130 Zoning. Read by Brooks.**
11. **Upcoming Meeting Reminder:**
  - A. Special Committee of the Whole Meeting, Saturday, December 2, 2023, at 8:00 a.m.
  - B. Regular Common Council Meeting, Tuesday, December 12, 2023, at 6:00 p.m.
  - C. City Holiday Gathering Creekside, Friday, December 15, 2023, at 2:00 p.m.
12. **Closed Session: Motion that the Common Council shall convene in closed session pursuant to section 19.85 (1) (e) of the Wisconsin statutes to deliberate or negotiate the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and where discussion in open session would negatively impact the city's competitive or bargaining position. Upon completion, the Common Council will reconvene in open session, by Brooks, seconded by Neeley. Motion passed by Roll Call 7-0.**
13. **Reconvene into Open Session: Motion to reconvene into Open Session pursuant to Wis. Stats. §19.85(2) for possible discussion and/or action concerning any matter discussed in closed session.**
14. **Adjourn. Duggan adjourned the meeting at 6:44 p.m.**

*Respectfully Submitted,  
Elle Natrop*

## COMMON COUNCIL

Special Meeting of the Committee of the Whole  
 Saturday, December 2, 2023, 8:00 a.m.  
 Public Works Garage at the Municipal Services Campus (dress warm!),  
 535 S Madison St, Evansville, WI 53536

### MINUTES

1. **Call to order:** Duggan called the meeting to order at 8:00 a.m.

2. **Roll call:**

Members	Present/Absent	Others Present
Aldersperson, Jim Brooks	P	Jason Sergeant, City Administrator/Finance Director
Aldersperson, Cory Neeley	P	Colette Spranger, Community Development Director
Aldersperson, Ben Corridon	P	Leah Hurlley, City Clerk
Mayor, Dianne Duggan	P	Patrick Reese, Police Chief
Aldersperson, Ben Ladick	P	Carolyn Kleisch, EMS Chief
Aldersperson, Susan Becker	P	Scott Kriebs, Municipal Services Director
Aldersperson, Gene Lewis	P	Dale Roberts, Public Works Foreperson
Aldersperson, Joy Morrison	P	Julie Roberts, City Treasurer/Utility Accountant
Aldersperson, Erika Stuart	P (arrived 8:03 a.m.)	Brian Berquist, City Engineer
		Hon. Tom Alisankus, Municipal Judge
		Kerry Lindroth, Water & Light Foreperson
		Keri Elliott-Meyer, Evansville EMT
		Lt. Chris Jones, Evansville Police Dept
		Greg Johnson, CIPMA, Ehlers

3. **Motion to Approve the Agenda, by Brooks, seconded by Neeley. Motion passed 7-0.**

4. **Civility Reminder:** Duggan noted the City's commitment to civility and decorum at Council Meetings.

5. **Citizen Appearances:** None

6. **Basics - (5 minutes).**

a. **Practical matters: restrooms, process monitor (timekeeper), break, etc.**

b. **A-ha sheet.**

c. **Parking lot.**

*Dale gave a layout of the building and where the restrooms were. Leah was designated with the timekeeper role to ensure the meeting flowed well. Colette offered to keep the meeting focused with recording parking lot items.*

- 7. Opening Round –Potholes are often top of mind in fall and spring for residents, introduce yourself and tell us a unique way you would fill a pothole! - (30 seconds each; 15 minutes total).**

*Introductions were announced along with clever, practical, and humorous recommendations for filling potholes around the city.*

- 8. TIF 101 – Tax Increment Financing is an economic development tool in the state of WI. We'll learn about this tool, and how it affects Evansville - (60 minutes)**

*Greg Johnson, Ehlers Public Finance Advisor presented the Tax Incremental Finance handout that was included in the packet. Greg has been working with the City of Evansville on Tax Incremental Finance for the longevity of his career with Ehlers (18 years). Greg announced the city is considering creating another TID at the December 12<sup>th</sup> Common Council meeting. He went over the handouts in a three-part process a.) TIF Fundamentals or 101 basics of a Tax Incremental Finance District. b.) Existing TIF districts and c.) Overview of the TID district that is in consideration at the next Council meeting.*

**a. Ehler's Overview of TIF**

*TIF Fundamentals – 2 charts were graphically explained as to how they work from a financial standpoint.*

*Brooks – Asked when the baseline value for the property is set - Johnson – Answered the value is set when the district is created. Meaning if a new district is created the value would be set as of January 2024.*

*Neeley—Asked for the history/origin of TIF/TID.*

*Johnson --Thanked Neeley and clarified that TID and TIF are often used interchangeably that go back to the mid 70's in Wisconsin. Primary economic tool in our state and there is no other tools currently available in Wisconsin.*

*TID Creation –Johnson explained that when the municipality creates a TID, it establishes the base value of all the taxable property within the defined boundaries and the tax rates are the same whether they are in the district or not and this is often a misconception. TID allows a partnership with other taxing jurisdictions because they are agreeing to provide financial resources to accomplish the economic goals of the city. The goal for all taxing jurisdictions would be to increase value and when the TID closes to bring more taxes into the districts for all to get their share. TIF also helps create a partnership with the private sector –Developers are able to offset costs to bring their project to reality or become more profitable.*

*Risk is higher for the municipality than other taxing jurisdictions if TIF district underperforms. However, reversely if there is a surplus the municipality would benefit the most.*

*Julie Roberts –Asked how the money gets split.*

*Johnson –Answers by stating every year there is a Tax Incremental District Worksheet Calculator that identifies the levy for all tax jurisdictions. The portion levy gets allocated on the most recent year.*

*TID creation requirements – The Wis. Stats has many steps that must be taken before a district can be created. One of the steps is the 12% of total Equalized Value test. Meaning the increment value of all existing TID(s) plus the proposed base value of the new district and combined cannot exceed 12% of the city's Equalized Value. It's a tool to prevent a community from putting their entire community into a TIF district.*

*Brooks –Questioned if the 12% limit has been the rate since the TID was created.*

*Johnson—12% has been the limit for over 20 years. Greg also explained that the Legislation has considered raising it to 15% in the past but never moved forward with it.*

*District Types - Johnson went on to explain the different kinds of TID(s) with mixed use being the most common, however there is also Industrial, Blighted Area, Conservation/Rehabilitation, and Environmental Remediation.*

*Project Plan Requirements—Johnson explained the Project Plan Requirements are something Council should expect to see at the December meeting for the proposed TID 10. It's the document that establishes the creation of the district.*

*The “But For” Test—Johnson went in detail how the “But For” test gets applied to each TIF district and each project as well. Due to confidentiality Financial Performance is provided to Ehler's which is kept confidential.*

*Overview—Joint Review Board, Plan Commission and Council—Responsibilities and members were explained in addition to the public hearings and notices.*

*Brooks—Asked if the Joint Review Board was weighted or majority vote. Johnson—Majority rule.*

*Corridon—Asked how the Joint Review Board Community Member was chosen.*

*Johnson—By recommendation and appointment by the mayor.*

*Spranger—Questioned if the TIF was in the downtown area and the city wanted to create and fund a coordinated role, could funds cover the coordinator’s role from the district.*

*Amendments, Expenditure Period and Maximum Life—was also addressed to the Committee of the Whole members and was made available in the packet.*

**b. Current districts**

*TID #5—Downtown Area. \$18.9 million of incremental value. Receives donations from TID #8. Paying off advances. Current projected closure in 2029.*

*TID #6—Commercial area gateway into City. \$7.2 million of incremental value. Donates to TID #5. Projected closure 2028.*

*TID #8—Evansville Manor residential facility. \$3.1 million of incremental value. Donates to TID #5. Projected closure 2028.*

*TID #9—\$1.7 million of incremental value. Repay advances to sewer fund. Projected closure in 2026.*

**c. CHS and TIF 10**

*Johnson gave an overview of the proposed Tax Incremental District (TID) #10.*

*Type of District—Mixed use District. Maximum life of 20 years. At least 50% of the area is suitable for some combination of commercial and industrial development.*

*Challenge—Significant utility and other infrastructure extensions are needed for development. The majority of the costs will be funded by the developer and reimbursed through a pay-as-you-go incentive and the city will not be responsible for any incentive shortfalls.*

*Development—Soybean processing facility. The facility is expected to process 220,000 bushels/day. The utility building, warehouse, production, lab and offices are included.*

*12% Equalized Value Test=*

*Total EV (TID IN) \$669,495,700 x 12% = \$80,339,484*

*Total Existing Increment (Existing TIDS) = \$31,114,800*

*Projected Base of New District = \$625,804*

*Less Value of Any Underlying TID Parcels = \$31,014*

*Total Value Subject to 12% Test = \$31,709,590*

*Compliance = PASS*

*Greg claimed he made staff aware that if the development in TID #10 comes to fruition this development alone could be over 12% of the city’s equalized value. He explained that it could take a couple of years to get there so there could be*

*time for creation of other TID(s) before you could hit the value that this project could generate. There has also been discussion with the Legislative to give the city some exemption due to the possibility of this being a regional economic benefit, however as of now the 12% exclusively applies to the city.*

*Greg explained the boundary map provided on page 20 of the packet handout. There are currently areas in TID #6 that are undeveloped that TID #10 would include (if approved) and be removed from TID #6 as they cannot be in two districts simultaneously.*

*Projects included in project plan (preliminary)—1) Wastewater, street, stormwater, trail/sidewalks. 2) Ongoing annual costs for audit, TID reporting, legal review, etc. 3) Incentives subject to approval of developer agreement by Common Council.*

*Greg anticipates the city will cap the reimbursable cost of the developer at \$55 million. Financial analysis always need to be done and this project would be assessed by the Department of Revenue, which are always reluctant to provide any real concrete numbers in terms of what would be an estimated evaluation for the project. After conversations between the city, developer, and the DOR the agreement was to provide an estimate of \$110 million of new value constructed from this particular project. The increment of \$110 million is not expected to cover all the cost of the developer. The TID should be seen and understand as a mechanism to get some of the costs reimbursed and the developer understands they will be bearing some of that risk.*

*Sergeant commented that the state will value at \$110 million, and the estimated construction cost is \$700 million. Johnson agreed that cost is a horrible predictor of value especially for manufacturing projects.*

*Neeley—Questioned how ratepayers would be impacted if the developer underperforms on the non-TID cost (\$3.9 million electric service cost).*

*Colette—Added “Electric Service to CHS and rates, Development Agreement” to the Parking Lot.*

#### **d. Possible Future Districts**

*Colette presented possible future districts. Spranger iterated what Greg previously cautioned which was within a few years of CHS being up and operating the city could be TIFed Out and over the 12% and unable to create any more districts. Spranger directed the committee’s attention to the maps in the packet, Potential TID Districts which included areas called Maas Farms, N. Union St/Capstone Ridge, 155 East Main, Hotel, and Future TID 10. By Spranger’s calculations the city may only have 2 years where strategic planning of TIF districts can occur where the city may want some redevelopment.*

*Spranger started by explaining a developer is in the process of purchasing and annexing the Maas Farm on County Road C where they may be able to benefit from a TID. Spranger said that areas that are not currently in the city but could benefit from being in a TID could see this as an opportunity to annex into booster development in the area.*

**9. Break (15 minutes)**

**10. Mainstreet 101 – Downtowns are economic and social engines for a community, WEDC will share programs they offer, and we can discuss how these programs may position Evansville’s downtown for even more success! (60 minutes)**

**a. Connect Communities, BIDs, and Main Street**

*Errin Welty, Senior Director of Downtown Development at WEDC presented the handout provided in the packet called Main Streets 101. Welty works with 130 communities that are a self-selected group of cute downtowns around the state in all shapes and sizes. The City of Evansville has been a member of the Connect Communities for 13 years which is considered an onramp to the Main Street. The two programs exist to assist Wisconsin communities with revitalization efforts: Main Street and Connect Communities. These programs help local leaders leverage the unique assets of their downtowns and commercial districts, providing access to resources and networking opportunities to support local initiatives. The Main Street program offers the following: downtown development team technical assistance, specialized consulting assistance, staff professional development, participation in national list serve and discussion groups, and Main Street award nominations (8 per year). Welty states downtown equates to 2% of the land area, but a large part of the economic impact. Discussions occurred surrounding draws, lighting, experiences, and TIDs.*

**11. Break (15 minutes)**

~~**12. Elected Official 101 – Open records, open meetings, and conflict of interest 101; questions for City Attorney (we all need the refresher!) (15 minutes).**~~

~~**a. Attorney Advice**~~

~~**b. Roberts Rules of Orders Discussion**~~

**13. Municipal Services Campus 101 – The campus is comprised of 3 buildings in varying conditions. (60 minutes)**

**a. 2018 Facility Study (30 minutes)**

*Sergeant explained that an Architectural and Engineering Services Study occurred for the Municipal Service Campus back in February 2018 and that nothing had been done. Sergeant shared the results from the study and stated that*



*something will have to be done at some point and invited the members to tour the buildings.*

**14. Check out - (15 minutes).**

a. New parking lot items.

1) Electric Service to CHS and rates, Development Agreement

2) Main Street Program/Coordinator

b. A-ha sheets.

c. **Tour of Public Works, Water, and Light Buildings (30 minutes)**

**15. Adjournment at 11:13 a.m.**

*Meeting Location and Building Entrance:*





**APPLICATION FOR PRELIMINARY AND FINAL DIVISION - STAFF REPORT**

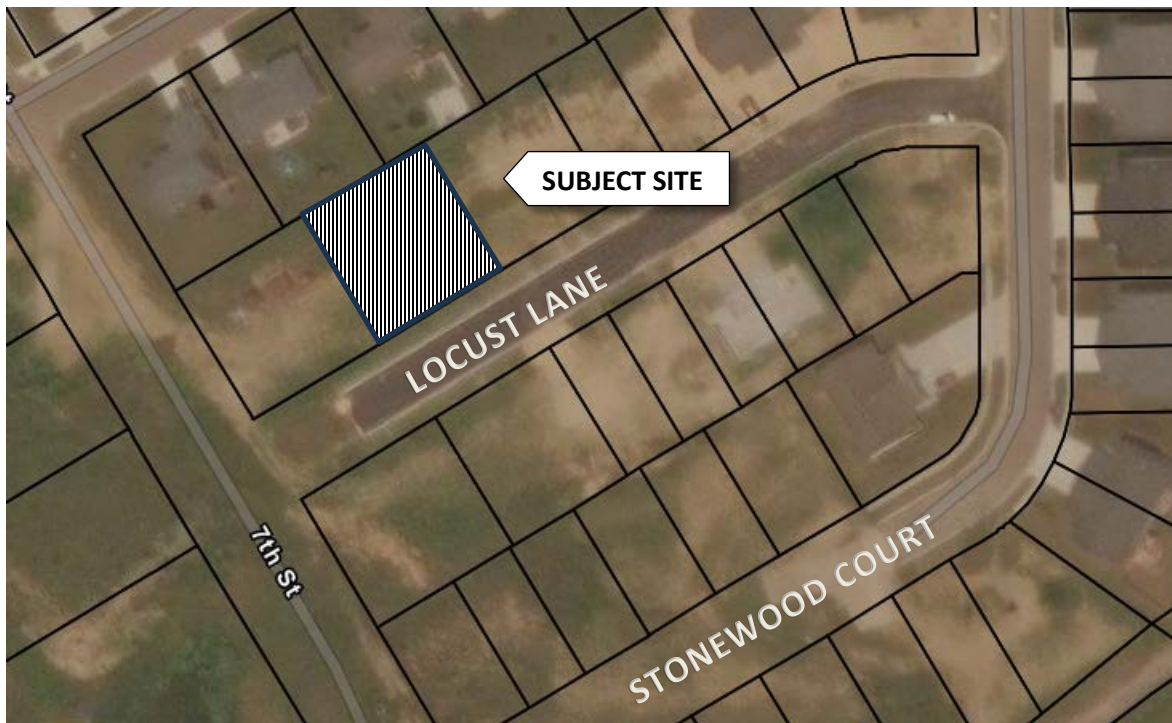
**Application:** LD-2023-0353

**Applicant:** RM Berg General Contractors

Parcel 6-27-553.505

**Presented:** December 12<sup>th</sup>, 2023

Prepared by: Colette Spranger, Community Development Director  
Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263



*Figure 1 Approximate Location Map*

**Location:** Lot 5, Stonewood Grove (648 and 650 Locust Lane)

**Description of request:** An application has been made to divide the lot along the shared wall of the duplex that is already built.

**Existing Uses:** The existing 0.25 acre parcel has a duplex under construction. In order for the landowner to sell each unit separately, the units must be legally divided. This requires a Certified Survey Map.

**Existing Zoning:** R-2 Residential District Two

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 5,400 square feet (0.125 acres) and will include the dwelling unit with the address of 650 Locust Lane. Lot 2 will contain the remaining 5,400 square feet (0.125 acres) and the dwelling unit addressed at 648 Locust Lane. A joint cross-access and maintenance agreement will be required per Section 130-323(5) of the Municipal Code.

Plan Commission held a public hearing regarding the land division on December 5<sup>th</sup>, 2023. There were no comments. Staff remarked that there are three lots remaining on Locust Lane that will be split along the zero lot line. Staff also updated Plan Commission on the required joint cross access and maintenance agreement, a requirement per the Zoning code. Upon consultation with the applicant's legal team, it was understood that the joint maintenance agreement could not be recorded with the CSM, but instead with each lot once the CSM was approved and recorded. This adjustment will be made going forward.

**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the Land Division and Zoning Ordinances.

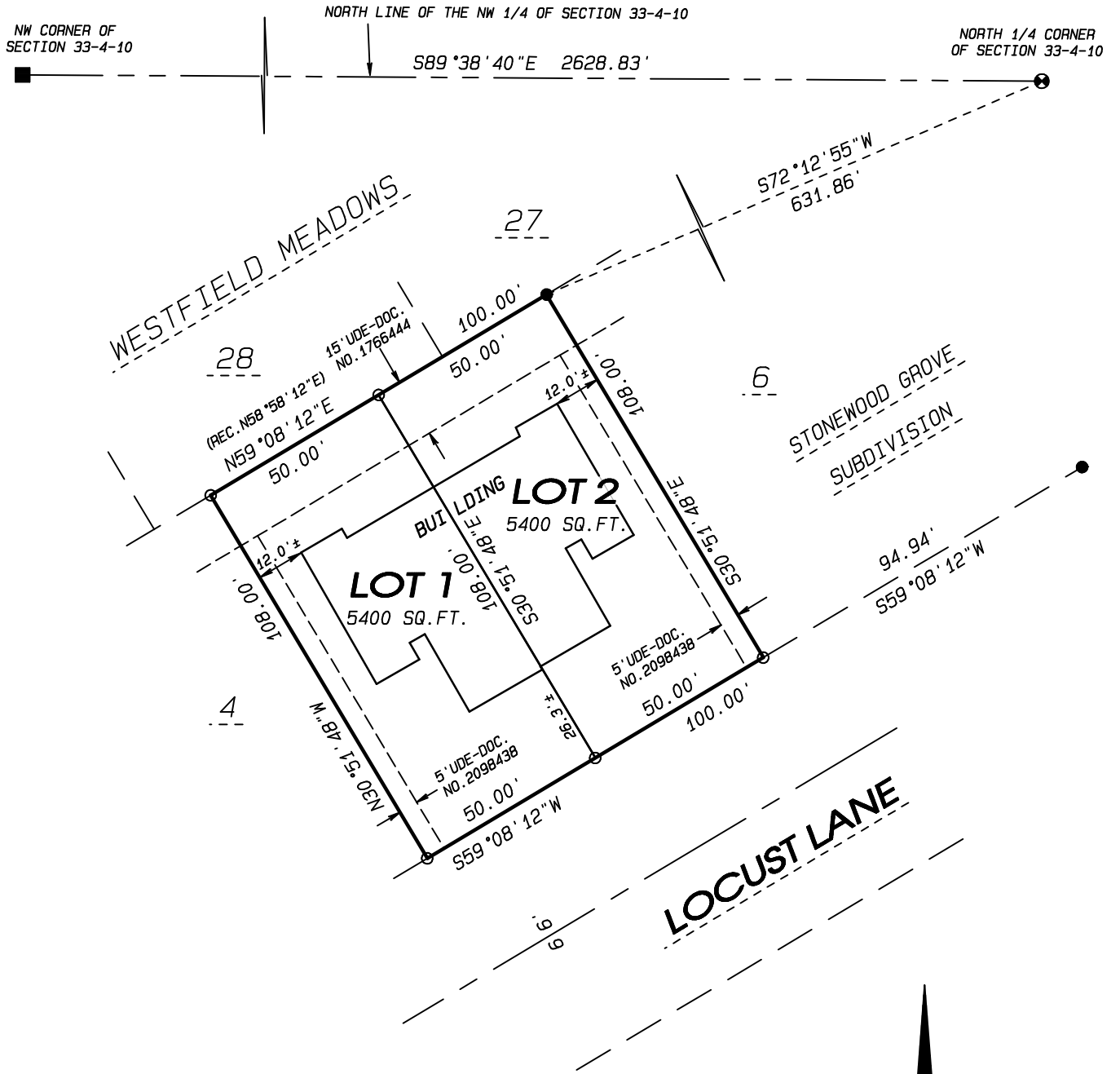
**Recommended Motion:**

***Motion to approve a certified survey map to divide parcel 6-27-533.505 into two lots for a two-family twin residence addressed at 648 and 650 Locust Lane, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the following conditions:***

- 1. The final CSM and joint maintenance is recorded with Rock County Register of Deeds.***
- 2. The applicant records a joint cross access and maintenance agreement for each of the new lots made by CSM.***

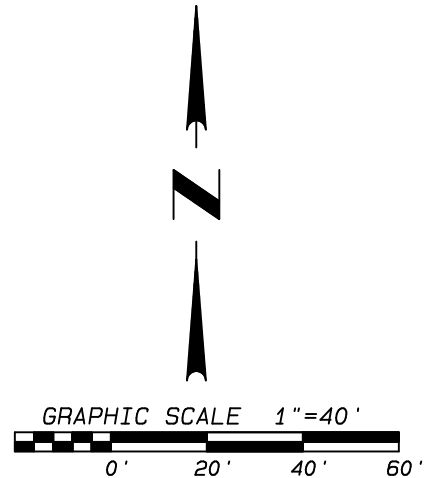
# CERTIFIED SURVEY MAP

LOT 5, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. FORMERLY BEING A PART OF LOT 30, WESTFIELD MEADOWS.



## LEGEND:

- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT.
- FOUND 3/4" IRON PIN
- ⊗ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE
- UDE UTILITY & DRAINAGE EASEMENT



NOTE: FIELDWORK COMPLETED \_\_\_\_\_

NOTE: ASSUMED S89°38'40"E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 33-4-10.

Project No. 123 - 447 For: BERG

SHEET 1 OF 4 SHEETS

**Combs & Associates**

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
www.combsurvey.com

tel: 608 752-0575  
fax: 608 752-0534

# CERTIFIED SURVEY MAP

LOT 5, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. FORMERLY BEING A PART OF LOT 30, WESTFIELD MEADOWS.

## OWNER'S CERTIFICATE - GROVE HOMES LLC

As owners, we hereby certify that we have caused the land described on this map to be surveyed, divided and mapped as represented hereon.

x\_\_\_\_\_ (AUTHORIZED SIGNATURE)

State of Wisconsin  
County of Rock SS.

Personally came before me this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (PRINT NAME)

to me well known to be the person who executed the owner's certificate hereon shown and acknowledged the same.

Notary Public, Rock County, Wisconsin x\_\_\_\_\_

My Commission \_\_\_\_\_



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.  
Janesville, WI 53548  
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# CERTIFIED SURVEY MAP

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## CITY OF EVANSVILLE APPROVAL

Approved by the Common Council this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

Authorized Signature x \_\_\_\_\_

## ROCK COUNTY TREASURER'S CERTIFICATE

I hereby certify that the Property Taxes on the parent parcel are current and have been paid as of \_\_\_\_\_ , 20\_\_\_\_ .

Rock County Treasurer x \_\_\_\_\_



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

# CERTIFIED SURVEY MAP

LOT 5, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. FORMERLY BEING A PART OF LOT 30, WESTFIELD MEADOWS.

## SURVEYOR'S CERTIFICATE

State of Wisconsin  
County of Rock SS. I, RYAN M. COMBS, Professional Land Surveyor No.2677, do hereby certify that I have surveyed, divided and mapped:

LOT 5, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. FORMERLY BEING A PART OF LOT 30, WESTFIELD MEADOWS. CONTAINING 10800 SQ.FT.

That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division and map by the direction of GROVE HOMES LLC and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing and mapping the same.

Given under his hand and seal this 25TH day of OCTOBER, 2023  
at Janesville, Wisconsin.

## RECORDING DATA

No. \_\_\_\_\_ received for record this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.M., and recorded as \_\_\_\_\_,  
of Certified Survey Maps of Rock County, Wisconsin.

Register of Deeds \_\_\_\_\_



109 W. Milwaukee St.  
Janesville, WI 53548  
www.combsurvey.com  
tel: 608 752-0575  
fax: 608 752-0534



**APPLICATION FOR PETITION FOR ANNEXATION – STAFF REPORT**

Application No.: A-2023-0344 Applicant: Premier Evansville LLC

Parcel 6-20-232 (Tax ID 040 043004)

Presented December 12<sup>th</sup>, 2023

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: [colette.spranger@ci.evansville.wi.gov](mailto:colette.spranger@ci.evansville.wi.gov) or 608-882-2263



*Figure 1: Location Map*

**Description of request:** The applicant has submitted a petition to annex approximately 47.19 acres from the Town of Union into the City of Evansville. The subject property is located on County Road C as generally depicted in the map above. The parcel is proposed to temporarily be in the City’s A Agriculture zoning district. Formal rezoning is expected to occur when a land division application is submitted.

**Staff Analysis of Request:** The applicant is looking to annex the subject parcel to build a multifamily apartment development within City limits on part, not all, of the 47 acres. Part of City approval will be executing an annexation agreement with the landowner and/or agent. The proposed annexation agreement includes the amount of taxes owed to the Town of Union, to be covered by the applicant, and acknowledges timing of connections to City utilities will be negotiated and decided later via a developer’s agreement.



While the City has not received a formal application for any kind of development, the following list represents comments made by City residents and staff regarding infrastructure needs and traffic patterns. While not directly related to the annexation, these and other issues ought to be explored in advance of further development occurring.

- **Water.** It has long been understood that a booster station is needed to provide water to this area. A booster station would have the benefit of improving water pressure to existing development adjacent to this land. Generally, costs to construct new infrastructure are paid for by the entities needing and using it. A booster station was last estimated to cost \$600,000 in 2018. Staff anticipates that cost has increased. A specific location has also not yet been established.
- **Street Extensions:** Existing streets, such as North Sixth Street and Windmill Ridge Road, are currently depicted on the Transportation Plan map of the Comprehensive Plan as providing eventual extension to County Highway C. It has long been a policy of the City to encourage road extensions to improve connectivity. (e.g. not approving new cul-de-sacs, connecting dead end roads, etc.).
- **Traffic Along County C.** Commuting patterns and population growth suggest that this road has seen increased traffic in recent years. The City intends to work with Rock County and the police department to address road conditions, traffic speed, and limiting conflicts for the wide range of uses experienced in this corridor.
- **Future uses.** The Future Land Use Map designates "Mixed Use" for these lands. Mixed use is defined as highly walkable development with a mix of neighborhood commercial and housing. While the applicant demonstrates intention to build multifamily housing, what is planned on the rest of the property is yet to be determined.

Plan Commission held a public hearing on December 5<sup>th</sup>, 2023. City residents who submitted comments echoed some of the above concerns and wished to know more about what was specifically going to be built on the land. There was some trepidation about building sizes in this area. Staff responded that future applications for site specific alterations, such as land division, rezoning, and conditional uses, would all require further public hearings and they would be noticed.

A number of Town of Union residents also attended the December 5<sup>th</sup> meeting. Some were concerned about their own property getting annexed into the City without their consent. Staff responded with a brief overview of annexation law in Wisconsin – namely, that annexation typically requires landowner and elector approval. Annexation by referendum is a method sometimes used by municipalities to enlarge its territory, but such a method is time consuming, expensive, and politically divisive. Specific to Evansville, annexation is landowner driven. If a Town property is close enough to be connected to City utility infrastructure for sewer and water service and is otherwise contiguous to existing City properties, then annexation into the City is a requirement in order to receive those services.

Town residents also expressed concerns about the company involved with the land purchase, Pre-3/Premier Real Estate Management, stating that they were involved in a significant number of court cases around the state and questioning their appropriateness for the Evansville community. City staff investigated those concerns and found that the court cases in question were by and large small claims cases, which is not atypical for a company that manages

thousands of apartment units around the state. The management company does not appear to have had lawsuits against any of the municipalities in which it has residential communities. Staff have no concerns about the reputation and professional nature of Pre-3/Premier Real Estate Management.

One plan commission member questioned if it was typical of the City to initiate an annexation agreement with the applicant and not the landowner. In this case, the current landowner (Phillip Maas) and the applicant (Pre-3 dba Premier Evansville LLC) have a purchase agreement for the land that is contingent on annexation approval. This is similar another recent annexation the City approved with CHS for its oilseed processing facility.

Specific to annexation, City decision makers should consider the following items:

1. **Consistency with Comprehensive Plan:** The proposed annexation is consistent with the City's future land use map, which depicts the property within the City's 2035 expected land use boundary.
2. **Environmental constraints:** The land has some slope to it. There appear to be drainage ways and environmentally significant areas present, especially in the western part of the parcel. Some reports from neighboring properties, especially at the City/Town boundary, report stormwater issues.
3. **Man-made constraints:** To the best of staff's knowledge, the subject properties do not contain underground storage tanks or contaminated soils, buried waste, or other man-made constraints to development. Future development requiring utilities will be properly supplied to the parcel per approval and coordination with the City Engineer.
4. **Septic systems and wells:** Per the application and consistent with records kept by the DNR, there are no septic systems or wells on site.
5. **Payment to Town of Union:** The subject property is currently located in the Town of Union. Pursuant to State law, the City must pay the Town the property taxes that would have been paid over the next five years. The applicant will pay this amount to the City to cover this expense as a condition of annexation.
6. **Proposed zoning:** The land is currently zoned for agriculture within the Town of Union. Staff suggests the parcel remain zoned for Agriculture until formal plans for development or land division are submitted.
7. **Wisconsin Department of Administration:** Consistent with State law, the petition must be forwarded to the Department of Administration (DOA) for its review. The annexation is currently in review with the DOA.

**Site Plan Summary:** Planning staff finds the proposed annexation largely complies with state law, city ordinances and Comprehensive Plan. The City is also waiting on the DOA for its determination. Staff recommends approval of the annexation and annexation agreement with conditions.

**Staff recommended motion:** *Finding the annexation is consistent with the Comprehensive Plan, Common Council approves Ordinance 2023-14 and the annexation agreement with the following conditions:*

1. *DOA deems annexation to be in the public interest.*
2. *The applicant signs and accepts the Annexation agreement.*

**Annexation Agreement with Premier Evansville WI, LLC and the  
City of Evansville, Rock County, Wisconsin**

THIS AGREEMENT is entered into between the City of Evansville (City), a Wisconsin municipal corporation, and Premier Evansville WI, LLC (Developer), regarding annexation of the following described lands (subject property):

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE N 3/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 10 EAST, OF THE 4TH P.M., TOWN OF UNION, COUNTY OF ROCK, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S 89° 50' 10" E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 1321.55 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, ALSO BEING AT THE PLACE OF BEGINNING FOR THE LAND TO BE HEREIN DESCRIBED; THENCE S. 89° 50' 10" E., CONTINUING ALONG SAID NORTH LINE, 700.18 FEET TO THE NORTHWEST CORNER OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 2, ON PAGES 17 AND 18, AS DOCUMENT NO. 764217; THENCE S. 0° 08' 27" W. 510.91 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE S. 89° 50' 10" E. 341.0 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE N. 0°09' 43" E. 510.91 FEET TO THE NORTHEAST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE S. 89° 50' 10" E., ALONG SAID NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 99.44 FEET TO THE CENTERLINE OF C.T.H. "C"; THENCE SOUTHEASTERLY, ALONG SAID CENTERLINE, ALONG A CURVE TO THE RIGHT, 175.08 FEET, HAVING A RADIUS OF 537.0 FEET AND A CHORD BEARING S. 68° 38' 03" E, 174.30 FEET; THENCE S. 59°17' 39" E., CONTINUING ALONG SAID CENTERLINE, 754.27 FEET TO THE NORTHWEST CORNER OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 2, ON PAGES 206 AND 207 AS DOCUMENT NO 780270; THENCE S. 0° 55' 10" E. 556.14FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE N. 89° 46' 27" W., ALONG THE NORTH LINE OF "WEST KNOLL" AND "WEST KNOLL FIRST ADDITION", 633 42 FEET TO AN IRON PIN AT THE NORTHWEST CORNER OF SAID "WEST KNOLL FIRST ADDITION"; THENCE S. 0° 15' 12" E. 333.98 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID "WEST KNOLL FIRST ADDITION"; THENCE N. 89° 52' 43" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, 1325.23 FEET TO AN IRON PIN ON SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N. 0° 08' 43" W., ALONG

SAID WEST LINE, 1336.67 FEET TO THE PLACE OF BEGINNING, EXCEPTING THAT PART CONVEYED FOR ROADWAY PURPOSES.

WHEREAS, the Developer wishes to annex the subject property into the City;

NOW, THEREFORE, the parties agree that this agreement is binding on the Developer and all successors in interest as follows:

1. The Developer agrees to pay for the actual amount of \$143.20 in taxes that are to be paid to the Town of Union over the next five year period as provided for in 66.0217(14)(a) of the Wisconsin Statutes. The Developer shall pay the \$143.20 in a lump sum upon annexation into the City.
2. A timeline and plan for upgrades, costs, and connections to City sanitary, water, and other utilities to be detailed and agreed upon by separate agreement between the City and Developer in conjunction with application approvals for future development.
3. Within two months of connecting to the City’s sanitary sewer system, unless otherwise identified in development agreement, the Developer agrees to abandon any existing septic systems consistent with the requirements of SPS 383.33 of Wisconsin Administrative Code, and other state and federal laws that may apply.
4. Within two months of connecting to the City’s water system, the Developer agrees to remove from service and seal any existing wells, as per NR 812.26 of Wisconsin Administrative Code.
5. The Developer agrees to reimburse the City for any costs incurred by the City for engineering, inspection, planning, legal, and administrative expenses in connection with this annexation and development.

IN WITNESS THEREOF, the parties have executed this Agreement on the \_\_\_ day of \_\_\_, 2023

*City of Evansville*

*Developer*

\_\_\_\_\_

\_\_\_\_\_

Dianne Duggan, Mayor

Premier Evansville WI, LLC

Calvin M. Akin, Sole Member

ATTEST: \_\_\_\_\_

Leah Hurtley, City Clerk

PETITION FOR DIRECT ANNEXATION  
BY UNANIMOUS CONSENT  
PURSUANT TO SECTION 66.0217(2) OF THE WISCONSIN STATUTES

TO: City of Evansville  
Attn: Leah Hurlley, City Clerk  
31 S. Madison Street  
P.O. Box 529  
Evansville, WI 53536

Town of Union  
Attn: Regina Riedel, Clerk  
15331 W. Green Bay Rd  
Evansville, WI 53536

State of Wisconsin  
Department of Administration  
101 E. Wilson St FL 9  
P.O. Box 1645  
Madison, Wisconsin 53701

The undersigned, constituting all of the owners of, and electors residing within, the real property described on Exhibit A and depicted on the scale map attached as Exhibit B (the "Annexation Property") hereby petition (the "Petition") the Common Council of the City of Evansville to annex the said Annexation Property to the City of Evansville (the "Annexation"). The Annexation Property is currently located in the Town of Union and is contiguous to the City of Evansville.

The Annexation Property consists of Tax Parcel Number 040 043004/6-20-232. There are no electors residing within the Annexation Property and the population of the Annexation Property is zero.

The undersigned requests that this Annexation be approved and take effect in the manner provided for by law.

This Petition has been executed by all of the owners and electors of the Annexation Property and is filed pursuant to Wis. Stats. Section 66.0217(2).

[Signature Page Follows]

NOTE: A copy of this Petition, together with the legal description of the Annexation Property and scale map described herein will be filed with the Clerk of the City of Evansville and with the Clerk of the Town of Union. A copy of this Petition will also be delivered to the State of Wisconsin Department of Administration.

## EXHIBIT A

### LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE N 3/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 10 EAST, OF THE 4TH P.M., TOWN OF UNION, COUNTY OF ROCK, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S 89° 50' 10" E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 1321.55 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, ALSO BEING AT THE PLACE OF BEGINNING FOR THE LAND TO BE HEREIN DESCRIBED; THENCE S. 89° 50' 10" E., CONTINUING ALONG SAID NORTH LINE, 700.18 FEET TO THE NORTHWEST CORNER OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 2, ON PAGES 17 AND 18, AS DOCUMENT NO. 764217; THENCE S. 0° 08' 27" W. 510.91 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE S. 89° 50' 10" E. 341.0 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE N. 0°09' 43" E. 510.91 FEET TO THE NORTHEAST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE S. 89° 50' 10" E , ALONG SAID NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 99.44 FEET TO THE CENTERLINE OF C.T.H. "C"; THENCE SOUTHEASTERLY, ALONG SAID CENTERLINE, ALONG

A CURVE TO THE RIGHT, 175.08 FEET, HAVING A RADIUS OF 537.0 FEET AND A CHORD BEARING S. 68° 38' 03" E, 174.30 FEET; THENCE S. 59°17' 39" E., CONTINUING ALONG SAID CENTERLINE, 754.27 FEET TO THE NORTHWEST CORNER OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 2, ON PAGES 206 AND 207 AS DOCUMENT NO 780270; THENCE S. 0° 55' 10" E. 556.14FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE N. 89° 46' 27" W., ALONG THE NORTH LINE OF "WEST KNOLL" AND "WEST KNOLL FIRST ADDITION", 633 42 FEET TO AN IRON PIN AT THE NORTHWEST CORNER OF SAID "WEST KNOLL FIRST ADDITION"; THENCE S. 0° 15' 12" E. 333.98 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID "WEST KNOLL FIRST ADDITION"; THENCE N. 89° 52' 43" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, 1325.23 FEET TO AN IRON PIN ON SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N. 0° 08' 43" W., ALONG SAID WEST LINE, 1336.67 FEET TO THE PLACE OF BEGINNING, EXCEPTING THAT PART CONVEYED FOR ROADWAY PURPOSES.

For informational purposes only:

Property Address: Vacant land-County Rd C, Evansville, WI 53536

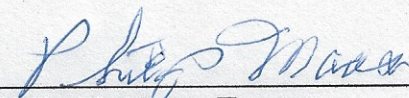
Tax Key Number: 040 043004 / 6-20-232

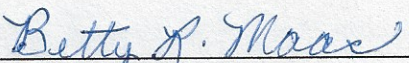
[Signature Page to Petition]

Dated this 11<sup>th</sup> day of October, 2023.

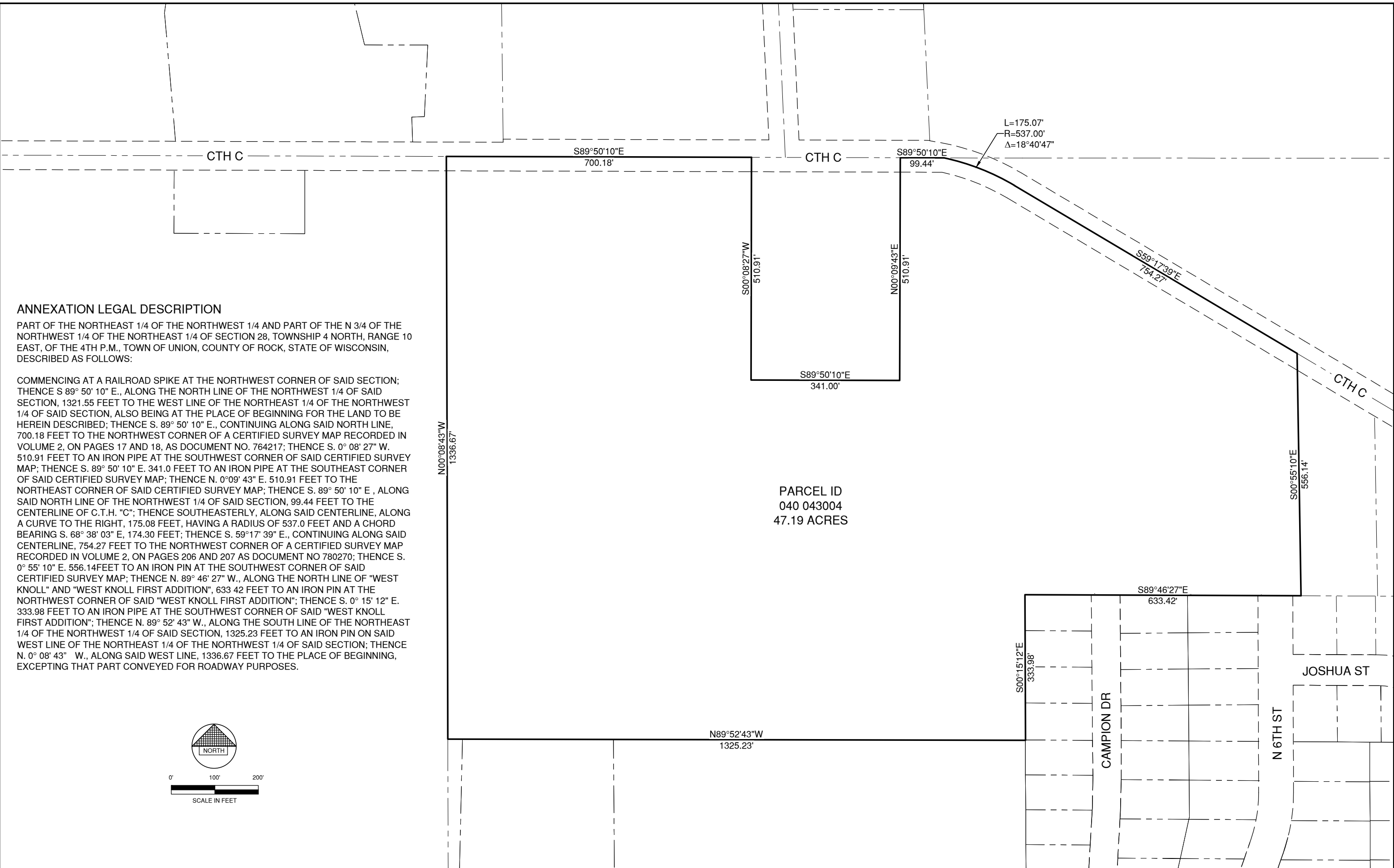
Owner:

Maas Family Revocable Living Trust dated October 6, 2017

By:   
Philip M. Maas, Trustee

By:   
Betty R. Maas, Trustee

File: \\fs000\p13\9915019\_Very\9915019\_1018\_annexation.dwg  
Plot Date: Oct 05, 2023 - 12:58pm  
LWDJR 11/17

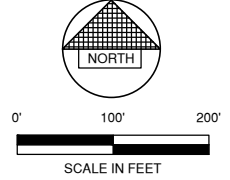


**ANNEXATION LEGAL DESCRIPTION**

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE N 3/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 10 EAST, OF THE 4TH P.M., TOWN OF UNION, COUNTY OF ROCK, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S 89° 50' 10" E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 1321.55 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, ALSO BEING AT THE PLACE OF BEGINNING FOR THE LAND TO BE HEREIN DESCRIBED; THENCE S. 89° 50' 10" E., CONTINUING ALONG SAID NORTH LINE, 700.18 FEET TO THE NORTHWEST CORNER OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 2, ON PAGES 17 AND 18, AS DOCUMENT NO. 764217; THENCE S. 0° 08' 27" W. 510.91 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE S. 89° 50' 10" E. 341.0 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE N. 0° 09' 43" E. 510.91 FEET TO THE NORTHEAST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE S. 89° 50' 10" E., ALONG SAID NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 99.44 FEET TO THE CENTERLINE OF C.T.H. "C"; THENCE SOUTHEASTERLY, ALONG SAID CENTERLINE, ALONG A CURVE TO THE RIGHT, 175.08 FEET, HAVING A RADIUS OF 537.0 FEET AND A CHORD BEARING S. 68° 38' 03" E, 174.30 FEET; THENCE S. 59° 17' 39" E., CONTINUING ALONG SAID CENTERLINE, 754.27 FEET TO THE NORTHWEST CORNER OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 2, ON PAGES 206 AND 207 AS DOCUMENT NO 780270; THENCE S. 0° 55' 10" E. 556.14 FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE N. 89° 46' 27" W., ALONG THE NORTH LINE OF "WEST KNOLL" AND "WEST KNOLL FIRST ADDITION", 633.42 FEET TO AN IRON PIN AT THE NORTHWEST CORNER OF SAID "WEST KNOLL FIRST ADDITION"; THENCE S. 0° 15' 12" E. 333.98 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID "WEST KNOLL FIRST ADDITION"; THENCE N. 89° 52' 43" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, 1325.23 FEET TO AN IRON PIN ON SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N. 0° 08' 43" W., ALONG SAID WEST LINE, 1336.67 FEET TO THE PLACE OF BEGINNING, EXCEPTING THAT PART CONVEYED FOR ROADWAY PURPOSES.

PARCEL ID  
040 043004  
47.19 ACRES



NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION

DRAWN KDC
CHECKED ---
DESIGNED JGS

SITE DEVELOPMENT  
FOR PARCEL 040 043004  
TOWN OF EVANSVILLE  
ROCK COUNTY, WISCONSIN

ANNEXATION SKETCH

DATE 10/20/23
FILE 9915019 ANNEXATION
JOB NO. 9915019

**REL Robert E. Lee & Associates, Inc.**  
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

SHEET NO.  
**1**



CITY OF EVANSVILLE  
ORDINANCE # 2023-14

AN ORDINANCE ANNEXING AND REZONING TERRITORY FROM THE TOWN OF  
UNION TO THE  
CITY OF EVANSVILLE, WISCONSIN  
(Parcel 6-20-232 or 040 043004)

The Common Council of the City of Evansville, Rock County, Wisconsin, do ordain as follows:

**SECTION 1. Territory Annexed.** In accordance with Sec. 66.0217(2) of the Wisconsin Statutes and the Petition of Property Owners for Direct Annexation filed with the City Clerk on October 12, 2023, and the findings of the Common Council that such annexation is in the best interest of the City and all necessary notices having been given and the Department of Administration not stating the proposed annexation to be against public interest, and the plan commission having reviewed and recommended for approval the temporary zoning district classifications, the following described territory located in the Town of Union, Rock County, Wisconsin, with boundaries contiguous to the City as shown on the attached scale map, is hereby annexed to the City of Evansville, Rock County, Wisconsin, to wit:

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE N 3/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 10 EAST, OF THE 4TH P.M., TOWN OF UNION, COUNTY OF ROCK, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S 89° 50' 10" E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 1321.55 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, ALSO BEING AT THE PLACE OF BEGINNING FOR THE LAND TO BE HEREIN DESCRIBED; THENCE S. 89° 50' 10" E., CONTINUING ALONG SAID NORTH LINE, 700.18 FEET TO THE NORTHWEST CORNER OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 2, ON PAGES 17 AND 18, AS DOCUMENT NO. 764217; THENCE S. 0° 08' 27" W. 510.91 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE S. 89° 50' 10" E. 341.0 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE N. 0°09' 43" E. 510.91 FEET TO THE NORTHEAST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE S. 89° 50' 10" E , ALONG SAID NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 99.44 FEET TO THE CENTERLINE OF C.T.H. "C"; THENCE SOUTHEASTERLY, ALONG SAID CENTERLINE, ALONG A CURVE TO THE RIGHT, 175.08 FEET, HAVING A RADIUS OF 537.0 FEET AND A CHORD BEARING S. 68° 38' 03" E, 174.30 FEET; THENCE S. 59°17' 39" E., CONTINUING ALONG SAID CENTERLINE, 754.27 FEET TO THE NORTHWEST CORNER OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 2, ON PAGES 206 AND 207 AS DOCUMENT NO 780270; THENCE S. 0° 55' 10" E. 556.14FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP; THENCE N. 89° 46' 27" W., ALONG THE NORTH LINE OF "WEST KNOLL" AND "WEST KNOLL FIRST ADDITION", 633 42 FEET TO AN IRON PIN AT THE NORTHWEST CORNER OF SAID "WEST KNOLL FIRST ADDITION"; THENCE S. 0° 15' 12" E. 333.98 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID "WEST KNOLL FIRST ADDITION"; THENCE N. 89° 52' 43" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, 1325.23 FEET TO AN IRON PIN ON SAID WEST LINE OF THE NORTHEAST 1/4 OF THE

NORTHWEST 1/4 OF SAID SECTION; THENCE N. 0° 08' 43" W., ALONG SAID WEST LINE, 1336.67 FEET TO THE PLACE OF BEGINNING, EXCEPTING THAT PART CONVEYED FOR ROADWAY PURPOSES.

Said land contains 47.19 acres more or less.

**SECTION 2. Population of Territory.** At the time the annexation petition was submitted to the city, the population of the territory was 0.

**SECTION 3. Payments to Town of Union.** Pursuant to Sec. 66.0217(14)(a) of the Wisconsin Statutes, the City of Evansville agrees to pay annually to the Town of Union, for five (5) years, an amount equal to the amount of property taxes levied by the Town of Union on the annexed territory, as shown by the tax roll, in the year in which the annexation is final. The City of Evansville intends to recover such payments from the property owner consistent with the annexation agreement with the City.

**SECTION 4. Effect of Annexation.** From and after the date of this ordinance, the territory described in Section 1 shall be part of the City of Evansville for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Evansville and shall be exempt from further taxation and assessment by the Town of Union.

**SECTION 5. Temporary Zoning Classification.** Upon recommendation of the plan commission, the territory annexed to the City is temporarily designated as A Agriculture, which is consistent with the City's comprehensive plan.

**SECTION 6. Election District Designation.** The territory annexed by this ordinance is hereby made part of Ward 11, Aldermanic District 1 subject to the ordinances and rules and regulations regarding such wards and districts.

**SECTION 7. Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of the ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

**SECTION 8. Effective Date.** This ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this 12th day of December, 2023

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Dianne Duggan, Mayor

ATTEST:

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Leah Hurtley, City Clerk

Introduced: 11/14/2023  
Notices published: 11/20/2023 and 11/27/2023  
Public hearing held: 12/5/2023  
Adopted: 12/12/2023  
Published: 12/20/2023

*Sponsors: This is a citizen-initiated ordinance.  
Drafted on November 9<sup>th</sup>, 2023 by Colette Spranger, Community Development Director*

CITY OF EVANSVILLE  
ORDINANCE # 2023-15

AN ORDINANCE AMENDING CHAPTER 130 OF THE CITY OF EVANSVILLE  
MUNICIPAL CODE

SECTION 1. The City of Evansville Common Council and Plan Commission have deemed it is in the City's best interest and that of its citizens to amend the Chapter 130 of the City of Evansville Municipal Code, specifically related to enabling housing development at greater densities and providing greater clarity for residential development requirements to ensure development occurs in an orderly, consistent, and economical fashion throughout the City, with respect to 2023 Wisconsin Act 16.

SECTION 2. The governing bodies have also deemed it is in the best interest of the City and that of its citizens to amend the Chapter 130 from time to time in order to accurately reflect current state legislation and regulation concerning child care facilities and controlled substances, to correct grammatical and scrivener's errors, and to address issues of consistency and continuity between chapter divisions and section.

SECTION 3. The Evansville Plan Commission held a public hearing on December 5, 2023, in compliance with the requirements of Section 62.23(7)(d)(2), Wis. Stats., regarding the proposed amendment of the zoning ordinance, and by unanimous vote of the entire commission, has recommended Ordinance 2023-15 be approved by Common Council.

SECTION 4. The changes proposed in Ordinance 2023-15 are consistent with the City's adopted Smart Growth Comprehensive Plan.

The Common Council of the City of Evansville, Rock County, Wisconsin, do hereby amend Chapter 130 as follows:

## **FROM ARTICLE V, DIVISION 4. INSTITUTIONAL LAND USES**

### **Sec. 130-373. Indoor institutional uses.**

Indoor institutional land uses include all indoor public and not-for-profit recreational facilities (such as gyms, swimming pools, libraries, museums, and community centers), group day care centers (nine or more children), schools, ~~churches~~places of worship, nonprofit clubs, nonprofit fraternal organizations, convention centers, hospitals, jails, prisons, and similar land uses. The following regulations are applicable to this use:

- (1) Permitted by right: All nonresidential districts, except A, B-5, I-2 and I-3.
  - a. Such uses shall provide an off-street passenger loading area if the majority of the users will be children (as in the case of a school, daycare, ~~church~~places of worship, library, or similar land use).
  - b. All structures shall be located a minimum of 50 feet from any residentially zoned property.
- (2) Conditional use regulations: Residential districts and B-5.
  - a. Such uses shall meet all regulations listed in subsection (1) of this section.
  - b. Such uses shall comply with article II, division 4 of this chapter, pertaining to standards and procedures applicable to all conditional uses.
- (3) Parking requirements: Generally, one space per three expected patrons at maximum capacity. However, see the following additional specific requirements. These requirements shall be waived for businesses in the B-2 district.
  - a. ~~Church:~~Places of worship: One space per five seats at the maximum capacity.
  - b. Community or recreation center: One space per 250 square feet of gross floor area, or one space per four patrons to the maximum capacity, whichever is greater, plus one space per employee on the largest work shift.
  - d. Group day care center (nine or more children): One space per five students, plus one space for each employee on the largest work shift.
  - c. Funeral home: One space per three patron seats at the maximum capacity, plus one space per employee on the largest work shift.
  - d. Hospital: Two spaces per three patient beds, plus one space per staff doctor and each other employee on the largest work shift.
  - e. Library or museum: One space per 250 square feet of gross floor area or one space per four seats to the maximum capacity, whichever is greater, plus one space per employee on the largest work shift.
  - f. Elementary and junior high: One space per teacher and per staff member, plus one space per two classrooms.

- g. Senior high: One space per teacher and staff member, plus one space per five non-bused students.
- h. College or trade school: One space per staff member on the largest work shift, plus one space per two students of the largest class attendance period.

(Ord. No. 1997-18, § 13(17.70(3)(c)), 1-19-1998; Ord. No. 1998-12, § 5(17.70(3)(c)), 9-8-1998, Ord. 2004-17, Ord. 2005-44, Ord. 2012-18)

DRAFT

**FROM ARTICLE V, DIVISION 5. COMMERCIAL LAND USES.**

**Sec. 130-413. Group day care center (nine or more children).**

Group day care centers are land uses in which qualified persons provide child care services for nine or more children. Examples of such land uses include day care centers and nursery schools. Such land uses shall not be located within a residential building. Such land uses may be operated on a for-profit or a not-for-profit basis. Such land uses may be operated in conjunction with ~~another principal~~ an established indoor land ~~institutional land~~ use on the same environs, such as a ~~church~~ place of worship, school, ~~business~~, or civic organization. In such instances, group day care centers are ~~not~~ considered as accessory uses and therefore do not require review as a separate land use so long as the primary function of the shared building space is for the principal land use. The following regulations are applicable to group day care centers caring for nine or more children:

(1) Permitted by right:

a. All nonresidential districts, except A, C-1, C-2, I-2 and I-3.

a-b. As an accessory use to an indoor institutional principal land use regardless of zoning district. Not applicable.

~~(1)-(2) Conditional use regulations: R-3, TND. All nonresidential districts except A.~~

a. The facility shall provide a bufferyard along all property borders abutting residentially zoned property with a minimum opacity per section 130-270.

a-b. Such uses shall comply with article II, division 4 of this chapter, pertaining to standards and procedures applicable to all conditional uses.

b-c. The property owner's permission is required as part of the conditional use permit application.

(3) Parking requirements: One space per five students, plus one space for each employee on the largest work shift. These requirements may be waived by the plan commission for businesses in the B-2 district, following a request from the applicant.

(4) Other requirements: Operators of group day care centers must obtain and remain in compliance with any group child care license issued from the Department of Children and Families.

(Ord. No. 1997-18, § 13(17.70(4)(m)), 1-19-1998; Ord. No. 1998-12, § 5(17.70(4)(m)), 9-8-1998, Ord. 2004-18, Ord. 2012-18)

**Secs. 130-424. Tobacco/e-cigarette/hemp retailer.**

Tobacco, e-cigarette, or CBD retailer means an establishment in which 10 percent or more of the gross public floor area is devoted to, or 10 percent or more of the stock in trade consists of, the following: cigarettes, tobacco products, e-cigarette products such as propylene glycol, glycerin, nicotine, flavorings, or other products for use in electronic cigarettes, personal vaporizers, or electronic nicotine delivery system, or any device used to ingest cigarettes, tobacco products, e-cigarette products, or products derived from hemp as defined by s. 94.55 Wis. Stats. This term does not include a tobacco bar as defined in s. 101.123 Wis. Stats.

- (1) Permitted by right: Not applicable.
- (2) Conditional use regulations: B-4, I-3.
- (3) Standards. The following use standards shall apply:
  - a. Such uses shall be located a minimum of 1,000 feet from:
    - i. any property zoned B-2 Central Business District
    - ii. from any school, place of worship, City park, or outdoor recreational facility.
  - b. Such use shall comply with the performance standards contained in article III of this chapter.
  - c. Such uses shall comply with article II, division 4 of this chapter, pertaining to standards and procedures applicable to all conditional uses.
  - d. Such uses cannot be operated as part of a sexually oriented land use per sec. 130-416.

**Secs. 130-425 --130-450. Reserved.**

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**FROM ARTICLE V, DIVISION 9. ACCESSORY LAND USES.**

**Sec. 130-532. Family day care home (four to eight children)\*.**

Family day care homes are occupied residences in which a qualified person provides child care for four to eight children. The care of less than four children is not subject to the regulations of this chapter. The following regulations are applicable to family day care homes:

(1) Permitted by right: Agricultural ~~and, all~~ residential districts, B-1.

(2) Conditional use regulations: Not applicable.

(Ord. No. 1997-18, § 13(17.70(8)(k)), 1-19-1998)

**Sec. 130-533 Group child care center (nine or more children).\***

Group day care centers that meet the standards of Section 130-413 with more than nine children may be permitted as an accessory use by right only when located on a property whose principal land use is indoor institutional.

(1) Permitted by right: Within a building whose principal land use is designated as indoor institutional.

(Ord. No. 1997-18, § 13(17.70(8)(k)), 1-19-1998)

**~~Sec. 130-533. Intermediate day care home (nine to 15 children)\*.~~**

~~Intermediate day care homes are occupied residences in which a qualified person provides child care for nine to 15 children. The following regulations are applicable to this use:~~

~~(1) Permitted by right: Not applicable.~~

~~(2) Conditional use regulations: Agricultural and residential districts.~~

~~(Ord. No. 1997-18, § 13(17.70(8)(l)), 1-19-1998)~~

**Sec. 130-540(c)(4). Fences, Materials**

*(4) Materials.* A fence shall be constructed of building materials commonly used for fence construction in the region, except for those specifically prohibited in this section. A fence located in a front yard or in a side yard that abuts a street right-of-way shall have a maximum opacity of 50 percent. All other fences may be solid from the ground to the maximum height. Snow fences constructed of wood and wire, and/or plastic shall be permitted only as temporary fences. Fences in the Historic Districts shall be 50% open in front and side yards.

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\* **State law references:** Family day care homes, Wis. Stats. § ~~66.30448.65~~ and Chapter DCF 250.-

\* **State law references:** Group child care center, Wis. Stats. § 48.65 and Chapter DCF 251.

\* ~~**State law references:** Family day care homes, Wis. Stats. § 66.304(2).~~

**Sec. 130-540(d)(2). Fences, Location specifications.**

A fence shall not be closer than ~~12~~ **2** feet to the front lot line or other property boundary line when adjoining a pedestrian walkway or the like

**Sec. 130-541(f). Chicken Keeping.**

f. The coop and run shall be located in a rear yard only and shall be a minimum of ten (10) feet from any residential structure ~~on~~ **or** any adjacent lot. The coop and run shall not be located in side, street side or front yards, or setback areas.

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## **FROM ARTICLE VIII, DIVISION 5. LOCAL BUSINESS DISTRICT (B-1)**

### **Sec. 130-766. Requirements for all uses.**

Within the B-1 district, the following standards shall apply:

- (1) Maximum zoning district: Two acres.
- (2) Maximum building size: 5,000 square feet per floor, with no more than two stories.
- (3) No parking is permitted in required setbacks for principal buildings.
- (4) Residential architectural and landscaping requirements include foundation planting, pitched roof, 15 percent window covering, and natural materials (brick, wood, or stone).
- (5) Minimum landscape surface ratio: 25 percent for one-story; 30 percent for two-story.
- (6) Operating hours: No earlier than 6:00 a.m. and no later than 11:00 p.m.
- ~~(7) A neighborhood-oriented amenity shall be provided, per plan commission direction (i.e., outdoor neighborhood gathering area, public art, etc.).~~

(Code 1986, § 17.32; Ord. No. 1997-18, § 4(17.32(1)), 1-19-1998)

### **Sec. 130-767. Requirements for residential uses.**

The following regulations are applicable to residential uses in the B-1 district:

- (1) Residential density and intensity requirements for institutional residential development:
  - ~~a. Maximum gross density: Up to 50.00 per limits of the conditional use permit.~~
  - b. Minimum landscape surface ratio: 50 percent.
  - c. Maximum building coverage: 40 percent.
  - d. Maximum accessory building coverage: Ten percent.
  - e. Maximum building size: 5,000 square feet.
- (2) Residential ~~bulk~~ requirements:
  - a. For single-family and two-family dwellings, see the R-2 district regulations.
  - b. For townhouses, multiplexes, and apartments, and residential uses with more than one principal building see the R-2-R-3 district regulations.
  - c. For institutional residential development, see the B-3 community business district regulations.
- (3) Residential landscaping requirements:
  - ~~a. Not applicable for single family uses. Single Family: not applicable.~~
  - b. See the nonresidential landscaping requirements for two Two-family and multifamily residential uses; see Section 130-768(6)

(Code 1986, § 17.32; Ord. No. 1997-18, § 4(17.32(3)), 1-19-1998)

### **Sec. 130-768. Requirements for nonresidential uses.**

The following regulations are applicable to nonresidential uses in the B-1 district:

- (1) Nonresidential intensity requirements:
  - a. Maximum number of floors: Two.
  - b. Minimum landscape surface ratio: 30 percent.
  - c. Maximum floor area ratio: 0.275.
  - d. Minimum lot area: 7,500 square feet.
  - e. Maximum building size: 5,000 square feet.
- (2) Nonresidential bulk and lot dimension requirements:
  - a. Minimum lot area: 7,500 square feet.
  - b. Minimum lot width: 75 feet.
  - c. Minimum street frontage: 50 feet.
- (3) Minimum setbacks and building separation:
  - a. Building to front lot line: ~~5-10~~ feet, 40 feet for a lot adjacent to a street with an

officially mapped right-of-way equal to or exceeding 100 feet.

Building to street side lot line: ~~25-15~~ feet, 40 feet for a lot adjacent to a street with an officially mapped right-of-way equal to or exceeding 100 feet.

b. Building to residential side lot line: ~~Ten-10~~ feet.

c. Building to residential rear lot line: 30 feet.

d. Building to nonresidential side lot line: Not applicable.

e. Building to nonresidential rear lot line: 12 feet.

f. Minimum paved surface setback: ~~Five-5~~ feet from side or rear; ~~ten-10~~ feet from street.

g. Minimum building separation: ~~20-10~~ feet or zero feet on the zero lot line side where two nonresidential structures are adjacent.

h. Minimum accessory building setback: ~~Five-5~~ feet.

(4) Maximum building height: 35 feet.

(5) Minimum number of off-street parking spaces required on the lot: See parking lot requirements per specific land use in article V of this chapter.

(6) Nonresidential landscaping requirements (nonresidential, two-family and multifamily uses):

a. Forty landscaping points per 100 linear feet of building foundation.

b. Fifteen landscaping points per 1,000 square feet of gross floor area.

c. Forty landscaping points per 100 linear feet of street frontage.

d. Eighty landscaping points per 10,000 square feet of paved area/20 stalls.

(Code 1986, § 17.32; Ord. No. 1997-18, § 4(17.32(4)), 1-19-1998, Ord. 2005-1)

## **FROM ARTICLE VIII, DIVISION 15. RESIDENTIAL DISTRICT (R-1)**

### **Sec. 130-982. Uses permitted by right.**

The following uses are permitted in the R-1 district:

- (1) One single-family dwelling unit. One or more private garages for each residential lot. The total area of any attached garages shall not exceed the area of the foundation of the dwelling. The total area of any detached garages shall not exceed the area of the foundation of the dwelling. In addition, the total area of the private garage(s) shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.
- (2) ~~Churches~~ Places of worship and all affiliated uses, all grade schools, libraries, water storage facilities and related structures.
- (3) Municipal buildings, except sewage plants, garbage incinerators, warehouses, garages, shops, and storage yards.
- (4) Public parks and playgrounds and recreational and community center buildings and grounds.
- (5) Accessory buildings clearly incidental to the residential use of the property; provided, however, that no accessory building may exceed 200 square feet.
- (6) Uses customarily incidental to any of the uses listed in subsections (1)--(5) of this section; provided that no such use generates traffic or noise that would create a public or private nuisance.
- (7) Not over four boarders or lodgers not members of the family.
- (8) Greenhouses.
- (9) Home occupation, when meeting all of the criteria of section 130-531.
- (9) Family day care home (per section 130-532)
- (10) Community living arrangement (one to eight residents) (per section 130-377).
- (11) One two-family dwelling unit, subject to site plan approval, only on those lots denoted for such use on the face of a final subdivision plat or certified survey map which were approved by the common council after September 30, 2005. One or more private garages may be provided for each residential unit as provided for in this subsection. The total area of any attached garages for each residential unit shall not exceed the area of the foundation of the residential unit. The total area of any detached garages for each residential unit shall not exceed the area of the foundation of the residential unit. In addition, the total area of the private garage(s) for each residential unit shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.
- (12) Accessory Dwelling Unit as defined in Section 130-6 that is also located within or adjacent to a city designated Historic Conservation Overlay District or locally landmarked/plaques parcel. .

(Code 1986, § 17.39(2); Ord. No. 2002-4, § 12, 4-9-2002; Ord. No. 2003-7, § 7, 10-14-2003, Ord. 2005-28, Ord. 2005-38, Ord. 2016-18, Ord. 2020-13)

### **Sec. 130-984. Requirements for all uses.**

Within the R-1 district, the following standards shall apply:

- (1) Maximum building height: 35 feet.
- (2) Setbacks and Building Separation
  - a. ~~Minimum front and street side yard setback: 25 or 20 feet when alternate standards are met (see Sec. 130-984(3)).~~
    - a. .
    - b. Maximum front yard and street side yard setback: 30 feet.
    - c. Minimum rear yard setback: 20 feet.
    - d. Minimum side yard setback: ~~Eight 8 feet, total of 20 feet on both sides or 8 feet when alternate standards are met (see Sec. 130-984(3)).~~
    - e. Minimum side yard setback: ~~Eight 8 feet on both sides when any two of the following standards are met:~~
      - ~~1. Linear garage frontage does not exceed 40% of the building's front elevation.~~
      - ~~2.1. Building is a two-story structure~~
      - ~~3.1. Front Porch at least 25 square feet in size~~
      - ~~4.1. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.~~
      - ~~5.1. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.~~
    - f. Occupied dwelling units shall maintain 10 feet of building separation, unless fireproofed
    - g. Driveway side and rear yard setbacks: 3 feet
  - (3) Alternative setback standards referenced in this section may be used when any of the two following standards are met:
    - a. Linear garage frontage does not exceed 40% of the building's front elevation.
    - b. Building is a two-story structure
    - c. Front Porch at least 25 square feet in size
    - d. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.
    - e. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.
  - (3)(4) Detached ADU, garage and accessory building side yard and street side yard setback:
    - a. ~~Three 3~~ feet for side yards, five (5) feet for ADUs only.
    - b. 20 feet for street side yards.
    - c. Five (5) feet for rear yards.
  - (4)(5) Minimum lot width at front setback line: 70 feet for lots platted after December 31, 2000; 60 feet for lots platted before January 1, 2001.

- ~~(5)~~(6) Minimum lot frontage on public road: 50 feet.
- ~~(6)~~(7) Minimum lot area for single-family dwelling: 8,000 square feet for lots platted after December 31, 2000; 6,000 square feet for lots platted before January 1, 2001.
- ~~(7)~~(8) Minimum lot area for two-family dwelling: 10,000 square feet for lots platted after December 31, 2000; 8,000 square feet for lots platted before January 1, 2001.
- ~~(8)~~(9) Minimum above-grade floor area for single-family dwelling: 1,000 square feet.
- ~~(9)~~(10) Minimum floor area for two-family dwelling: 700 square feet per unit.
- ~~(10) Minimum street side yard setback: 20-15 feet.~~
- (11) Height of detached garages and accessory buildings: Shall not exceed the height of the principal structure.
- (12) ~~(Buildings and Structures Lot Coverage Standards~~
- a. Maximum lot coverage by impervious surfaces shall be forty five percent (45%) of lot area.
  - b. ~~Effective January, 1, 2022:~~ Maximum front yard coverage by impervious surfaces shall be forty five percent (45%) of lot area, provided maximum lot coverages are not exceeded.
  - c. ~~Effective January, 1, 2022:~~ Maximum linear garage coverage, as measured across the street facing façade, on a building's front elevation shall be fifty five percent (55%)
  - d. ~~Effective January, 1, 2022:~~ Front facing façade of garage recessed from, or no more than, ~~twelve-eight (128)~~ feet offset from primary façade at ground level.
  - e. Maximum Driveway Width at sidewalk of twenty (20) feet.

(Code 1986, § 17.39(4); Ord. No. 2003-9, § 4, 9-9-2003; Ord. No. 2003-11, § 4, 10-14-2003, Ord. 2004-2, Ord. 2005-1, Ord. 2005-9, Ord. 2005-50, Ord. 2007-21, Ord. 2012-16, Ord. 2020-13, Ord. 2021-08)

## **FROM ARTICLE VIII, DIVISION 16. RESIDENTIAL DISTRICT TWO (R-2)**

### **Sec. 130-1002. Uses permitted by right.**

The following uses are permitted in the R-2 district:

- (1) Single-family dwellings.
- (2) Two-family dwellings (per section 130-324).
- (3) Two-family twin dwellings (per section 130-323).
- (4) ~~Churches~~ Places of worship and all affiliated uses, all grade schools, libraries and hospitals, water storage facilities and related structures.
- (5) Municipal buildings, except sewage plants, garbage incinerators, warehouses, garages, shops, and storage yards.
- (6) Public parks, playgrounds, and recreational and community center buildings and grounds.
- (7) One or more private garages and one accessory building clearly incidental to the residential use of the property; provided, however, that no accessory building may exceed ~~150~~ 200 square feet. The total area of any attached garages shall not exceed the area of the foundation of the dwelling. The total area of any detached garages shall not exceed the area of the foundation of the dwelling. In addition, the total area of the private garage(s) shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.
- (8) Uses customarily incidental to any of the uses listed in subsections (1)--~~(56)~~ of this section; provided that no such use generates traffic or noise that would create a public or private nuisance.
- (9) Not over four boarders or lodgers not members of the family.
- (10) Home occupation, when meeting all of the criteria of section 130-531.
- (11) Community living arrangement (one to eight residents) (per section 130-377).
- ~~(12)~~ (12) Community living arrangement (nine to 15 residents) (per section 130-378).
- ~~(12)(13)~~ (13) Family day care home (per section 130-532)

(Code 1986, § 17.40(2); Ord. No. 2002-4, § 14, 4-9-2002; Ord. No. 2003-7, § 9, 10-14-2003, Ord. 2005-28, Ord. 2012-02, Ord. 2020-13)

### **Sec. 130-1003. Uses permitted as conditional use.**

The following conditional uses shall be allowed in the R-2 district only after issuance of a conditional use permit as prescribed by article II, division 4 of this chapter:

- (1) Home occupation, which does not meet all of the criteria of section 130-531.
- (2) Public buildings such as colleges and universities, including private music, dancing, business, and vocational schools, but not to include sewage plants, garbage incinerators, warehouses, garages or storage areas.
- (3) Institutions of a charitable or philanthropic nature, hospitals, clinics and sanitariums; and libraries, museums and community buildings, private clubs and fraternities,



except those whose principal activity is a service customarily carried on as a business, and except also riding clubs.

- (4) Telephone, telegraph and electric transmission lines, buildings or structures.
- (5) Indoor institutional uses (per section 130-373) and indoor residential uses (per section 130-376).
- (6) Funeral homes, undertaking establishments and cemetery memorial retail businesses.
- (7) Three-family and four-family dwelling units.
- ~~(8) Group day care center (nine or more children). (per section 130-413) Day-care centers and nursery schools (less than nine children).~~
- ~~(9)(8) Railroad line (per section 130-485).~~
- ~~(10) Single-family dwelling units with an above-grade floor area of at least 900 and less than 1,200 square feet.~~

(Code 1986, § 17.40(3), Ord. 2005-23, Ord. 2005-44, 2007-21)

**Sec. 130-1004. Requirements for all uses.**

Within the R-2 district, the following standards shall apply:

- (1) Maximum building height: 35 feet.
- (2) Setbacks and Building Separation
  - ~~A.a.~~ Minimum front yard and street side yard setback: 25 feet or 20 feet when alternate standards are met (see Sec.130-1004(8)).
  - ~~B.b.~~ Maximum front yard and street side yard setback: 30 feet.
  - ~~C.c.~~ Minimum rear yard setback: 20 feet.
  - ~~D.d.~~ Minimum side yard setback: ~~Eight~~ 8 feet, total of 20 feet on both sides.
  - ~~E.e.~~ Detached garage and accessory building side yard and street side yard setback:
    - ~~C.1.~~ Three 3 feet for side yards.
    - ~~D.2.~~ 20 feet for street side yards.
    - ~~E.3.~~ Five 5 feet for rear yards.
- (3) Minimum lot width at front setback line: 90 feet for lots platted after December 31, 2000; 60 feet for lots platted before January 1, 2001. Two-family twin lots shall have a minimum of 35 feet per lot.
- (4) Minimum lot frontage on public road: 75 feet, except that two-family twin lots shall have a minimum of 25 feet per lot.
- (5) Minimum lot area:
  - a. Single-family: 8,000 square feet for lots platted after December 31, 2000; 6,000 square feet for lots platted before January 1, 2001.
  - b. Two-family: 10,000 square feet for lots platted after December 31, 2000; 8,000 square feet for lots platted before January 1, 2001.
  - c. Two-family twin: 5,000 square feet per lot.
  - d. Three-family: 12,000 square feet.

- e. Four-family: 14,000 square feet.
- (6) Minimum side yard setback:
- a. Single-family, two-family, three-family, and four-family: ~~Eight 8t~~ feet; total 20 feet on both sides.
  - b. Two-family twin: Zero feet on the interior (common wall) lot line. ~~Ten 10~~ feet on exterior side lot lines or 8 feet on both sides when alternate standards are met (see Sec.130-1004(8)).
  - ~~c. Two family twin: Alternate side yard setback: Eight 8 feet on both sides when any two of the following standards are met:~~
    - ~~1. Linear garage frontage does not exceed 40% of the building's front elevation.~~
    - ~~2.1. Building is a two-story structure~~
    - ~~3.1. Front Porch at least 25 square feet in size~~
    - ~~4.1. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.~~
    - ~~5.1. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.~~
  - ~~d.c.~~ Detached occupied dwelling units shall maintain 10 feet of building separation, unless fireproofed
  - ~~e.d.~~ Driveway side and rear yard setbacks: 3 feet
- ~~— Minimum street side yard setback: 20 feet.~~
- (7) Maximum front yard and street side yard setback: ~~35-30~~ feet.
- (8) Alternative setback standards referenced in this section may be used when any of the two following standards are met:
- a. Linear garage frontage does not exceed 40% of the building's front elevation.
  - b. Building is a two-story structure
  - c. Front Porch at least 25 square feet in size
  - d. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.
  - e. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.
- ~~(7)(9)~~ Usable open space: Usable open space shall be provided on each lot used for multifamily dwellings of three or more units. Usable open space shall compose at least 25 percent of the gross land area of the lot area and shall be used for recreational, park or environmental amenity for collective enjoyment by occupants of the development, but shall not include public or private streets, drives or drainageways.
- ~~(8)(10)~~ Height of detached garages and accessory buildings: Shall not exceed the height of the principal structure.
- ~~(9)(11)~~ Minimum above-grade floor area for single-family dwelling: 1,000 square feet.
- ~~(10)(12)~~ Buildings and Structures Lot Coverage Standards

- a. Maximum lot coverage by impervious surfaces shall be fifty percent (~~40~~50%) of lot area.
- b. ~~Effective January, 1, 2022:~~ Maximum front yard coverage by impervious surfaces shall be fifty percent (50%) of lot area, provided maximum lot coverages are not exceeded.
- c. ~~Effective January, 1, 2022:~~ Maximum linear garage coverage on a building's front elevation shall be fifty five percent (55%)
- d. ~~Effective January, 1, 2022:~~ Front facing façade of garage recessed from, or no more than ~~twelve-eight (128)~~ feet offset from primary façade at ground level.
- e. Maximum Driveway Width at sidewalk of 20 feet.

(Code 1986, § 17.40(4); Ord. No. 2003-9, § 5, 9-9-2003; Ord. No. 2003-11, § 5, 10-14-2003, Ord. 2005-1, Ord. 2005-9, Ord. 2005-50, Ord. 2007-21, Ord. 2012-02, Ord. 2012-16, Ord. 2020-13, Ord. 2021-08)

**Secs. 130-1005--130-1020. Reserved.**

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## **FROM ARTICLE VIII, DIVISION 17. RESIDENTIAL DISTRICT THREE (R-3)**

### **Sec. 130-1021. Purpose and intent.**

The purpose of the R-3 district is to provide a means of obtaining the residential goals and objectives of the Smart Growth Comprehensive Plan development guide. The R-3 district is intended to protect and enhance the character and value of residential areas primarily occupied by varied dwelling types of moderate density and to accommodate areas planned for new residential development of moderate density.

(Code 1986, § 17.41(1))

### **Sec. 130-1022. Uses permitted by right.**

The following uses are permitted in the R-3 district:

- ~~(1)~~ Single family and two family dwellings.
- ~~(2)~~ (1) Churches Places of worship and all affiliated uses, all grade schools, libraries and hospitals, water storage facilities and related structures.
- ~~(3)~~ (2) Municipal buildings, except sewage plants, garbage incinerators, warehouses, garages, shops and storage yards.
- ~~(4)~~ (3) Public parks, playgrounds, and recreational and community center buildings and grounds.
- (4) One or more private garages and one accessory building per principal building clearly incidental to the residential use of the property. ~~Additionally; provided, however, that,~~
  - a. No accessory building may exceed 150-200 square feet. ~~T~~
  - b. The total area of any attached garages shall not exceed the area of the foundation of the dwelling.
  - c. The total area of any detached garages shall not exceed the area of the foundation of the dwelling. In addition, t
  - d. The total area of the private garage(s) shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.
- (5) Uses customarily incidental to any of the uses listed in subsections (1)--(5) of this section, provided that no such use generates traffic or noise that would create a public or private nuisance.
- (6) Not over four boarders or lodgers not members of the family.
- (7) Multiple-family dwellings up to eight-four units.
- (8) Roominghouses, boardinghouses or lodging houses for not more than 15 roomers or boarders.
- (9) Home occupation, when meeting all of the criteria of section 130-531.
- (10) Community living arrangement (one to eight residents) (per section 130-377).
- (11) Community living arrangement (nine to 15 residents) (per section 130-378).

~~(11)~~(12) Family day care home (per section 130-532)

(Code 1986, § 17.41(2); Ord. No. 2002-4, § 15, 4-9-2002; Ord. No. 2003-7, § 10, 10-14-2003, Ord. 2005-28)

**Sec. 130-1023. Uses permitted as conditional use.**

The following conditional uses shall be allowed in the R-3 district only after issuance of a conditional use permit as prescribed by article II, division 4 of this chapter:

- (1) Home occupation, which does not meet all of the criteria of section 130-531.
- (2) Public buildings, such as colleges and universities, including private music, dancing, business, and vocational schools, but not to include sewage plants, garbage incinerators, warehouses, garages or storage areas.
- (3) Institutions of a charitable or philanthropic nature, hospitals, clinics and sanitariums; and libraries, museums and community buildings, private clubs and fraternities, except those whose principal activity is a service customarily carried on as a business, and except also riding clubs.
- (4) Telephone, telegraph and electric transmission lines, buildings or structures.
- (5) Indoor institutional uses (per section 130-373) and indoor recreational uses (per section 130-376).
- (6) Group day care center (per section 130-413)~~Day care centers and nursery schools (less than 9 children).~~
- (7) Funeral homes, undertaking establishments and cemetery memorial retail businesses.
- (8) Multiple-family dwellings greater than ~~eight~~four units and multiple-family dwellings where there are more than one principal-land-use structures on the same lot.
- (9) Community living arrangement (16 or more residents) (per section 130-379).
- (10) Railroad line (per section 130-485).

~~(11) Single family dwelling units with an above-grade floor area of at least 900 and less than 1,200 square feet.~~

(Code 1986, § 17.41(3), Ord. 2005-1, Ord. 2005-23, Ord. 2005-28, Ord. 2005-44, Ord. 2007-21)

**Sec. 130-1024. Requirements for all uses.**

Within the R-3 district, the following standards shall apply:

- (1) Maximum building height: 35 feet.
- ~~(2)~~ Minimum front and street side yard setback: ~~25-20~~ feet.
- ~~(2)~~~~(3)~~ Maximum front yard and street side yard setback: 25 feet for building closest to street.
- ~~(3)~~~~(4)~~ Minimum rear yard setback: 25 feet.
- ~~(4)~~~~(5)~~ Minimum side yard setback: ~~Ten-10~~ feet per side; ~~25 feet for both yards.~~
- ~~(5)~~~~(6)~~ Detached garage and accessory building side yard and street side yard setback:
  - a. ~~Three-3~~ feet for side yards.
  - b. 20 feet for street side yards.

(7) Minimum lot width at setback line: 70 feet.

~~(6)(8) Minimum building separation: 10 feet~~

~~(7)(9) Minimum lot frontage on public road: 50 feet.~~

~~(8)(10) Minimum lot area:~~

- a. Single-family: 8,000 square feet.
- b. Two-family: 10,000 square feet.
- c. Multifamily dwelling units ~~larger than~~ between two and four units, but eight units or less: 10,000 square feet plus 1,500 ~~3,000 square feet for each additional unit over two per unit.~~
- d. Units containing more than ~~eight~~ four dwelling units: 2,500 square feet per unit.

~~(9) Minimum street side yard setback: 20 feet~~

~~(11) - Height of detached garages and accessory buildings: Shall not exceed the height of the principal structure~~

~~(12) Minimum above-grade floor area for a dwelling unit: 1,000 square feet.~~

### **Sec. 130-1025. Requirements for multifamily developments.**

This section applies to multifamily buildings with more than four units and/or with more than one principal land use structure on a single lot:

(1) Buildings shall have primary entrances that face the front or street side right-of-way and connect to City sidewalk with a pedestrian walk.

(2) Parking Areas

- a. Minimum paved surface setback: 5 feet from side or rear, 10 feet from street.
- b. Parking areas and/or garages are not permitted in front or side yards.
- c. Parking areas with drives in excess of 100 feet should be inter connected.

(3) Usable open space: Usable open space shall be provided on each lot used for multifamily dwellings ~~of three or more units~~. Usable open space shall compose at least 25 percent of the gross land area of the lot area and shall be used for recreational, park or environmental amenity for ~~collective~~ enjoyment by occupants of the development, but shall not include public or private streets, drives or drainageways.

(4) Each unit must have its own dedicated outdoor area (such as a patio or balcony) of at least 24 square feet. The total of these dedicated outdoor areas may be used towards the usable open space requirement in (c) above.

(5) Outdoor refuse and recyclable storage areas shall be located on a concrete pad and surrounded by a fence or enclosure constructed of durable, weatherproof materials that match or compliment the materials used on the principal structures.

(6) Building size and massing shall be compatible with other structures on the lot and of those on adjoining properties.

(7) Building materials and exterior roofing shall be compatible with materials and colors with other buildings on the lot and on adjoining properties. Building materials shall include at least 50% durable materials (such as stone, clay or masonry brick, decorative

concrete masonry) on street facing facades.

(8) Mailbox installations shall comply with USPS regulations and are not permitted on City-owned parcels or within the right-of-way.

(+)(9) City Staff or Plan Commission may require building orientation to be adjusted to meet site-specific concerns or address aesthetic considerations of nearby properties.

f. Height of detached garages and accessory buildings: Shall not exceed the height of the principal structure.

g. Minimum above-grade floor area for single family dwelling: 1,200 square feet.

(Code 1986, § 17.41(4); Ord. No. 2003-9, § 6, 9-9-2003; Ord. No. 2003-11, § 6, 10-14-2003, Ord. 2007-21, Ord. 2012-16)

**Secs. 130-~~1025~~1026--130-1040. Reserved.**

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**FROM ARTICLE VI, PARKING.**

**Sec. 130-1302 Parking requirements.**

All new nonresidential parking lots in excess of four stalls and all alterations of existing lots shall be subject to the approval of the plan commission. Requests for such parking lots shall be accompanied with detailed plans on landscaping, parking layout, drainage provision, and driveway locations. In all districts there shall be provided at the time any use or building is erected, enlarged, extended, or increased off-street parking stalls for all vehicles in accordance with the following:

- (a) *Access.* Adequate access to a public street shall be provided for each parking space.
- (b) *Design standards.* The size of each parking space shall be not less than 162 square feet (9 feet by 18 feet) exclusive of the space required for ingress and egress. Handicapped parking stalls may be 8 feet wide with the required access aisle specified under (k) below. Minimum width of aisles providing access to stalls for one-way traffic shall be as follows: 11 feet for 30-degree parking; and 20 feet for 90-degree parking. Minimum width of aisles providing access to stalls for two-way traffic shall be 24 feet. No parking area of more than two spaces shall be designed as to require any vehicle to back into a public street. The plan commission may authorize stalls sized for smaller vehicles (eight feet by 16 feet) where the number of stalls being provided exceeds the minimum number required and where all of the minimum required stalls are full sized (nine feet by 18 feet).
- (c) *Location.*
  - (1) Location shall be on the same lot as the principal use or not over 500 feet from the principal use.
  - (2) Off-street parking is permitted in all yards of all districts except in the front yards of single-family and two-family residence districts, but shall not be closer than five feet to a nonresidential side lot line, right-of-way line, or rear lot line. No parking space or driveway, except in residential districts, shall be closer than 25 feet to a residential district lot line.
  - (3) Off-street parking in the single-family and two-family residence districts is permitted in the front yard only on the driveway. No parking is allowed on the front yard lawn areas.
- (d) *Surfacing.* All off-street parking areas, except a single parking space accessory to a single-family dwelling, shall be surfaced with a dustless all-weather material capable of carrying a wheel load of 4,000 pounds (normally, a two-inch blacktop on a four-inch base or five inches of Portland cement will meet this requirement). Any parking area for more than five vehicles shall have the aisles and spaces clearly marked. Compacted stone or gravel may be used only with the approval of the plan commission. Completion of surfacing is required prior to the issuance of an occupancy permit. However, for required surfacing during the period between November 1 and June 1, the owner shall enter into an agreement with the City agreeing to complete all required surfacing by no later than the following June 1.



- (e) *Repair and service.* No commercial motor vehicle repair work or service of any kind shall be permitted in association with parking facilities provided in residence districts.
- (f) *Lighting.* Any lighting used to illuminate off-street parking areas shall be directed away from residential properties and public streets in such a way as not to create a nuisance. However, in no case shall such lighting exceed three foot-candles measured at the lot line.
- (g) *Curbs.* Concrete curbing is required for parking lots in excess of four stalls. Such curbing should be positioned to facilitate the direction and flow of storm water and to maintain the pavement edge. Curbs or barriers shall be installed a minimum of four feet from a property line so as to prevent the parked vehicles from extending over any lot lines.
- (h) *Number of stalls.* The minimum number of parking stalls required are shown in the following table. Apart from one and two family dwelling units, no land use may exceed fifteen (15) percent of the minimum required number of parking stalls.:

<b>LAND USE</b>	<b>PARKING REQUIREMENT</b>
<del>Residential</del> —One and Two Family Dwelling	2 spaces per dwelling unit
<u>Accessory Dwelling Unit (ADU)</u>	<u>1 space per ADU</u>
<del>Residential- Apartment – 2 and 2+ bedroom units</del> <u>Multifamily Dwelling</u>	2 spaces per dwelling unit
<u>Apartment - Studio and 1 bedroom dwelling unit</u>	<u>1.5 spaces per dwelling unit</u>
<del>Residential- Apartment - Senior</del>	1 spaced per dwelling unit
Institutional Living	1 space per resident or patient capacity
Community Living	1 space per resident capacity
Hospital	1 space per patient bed
Institutional Uses	1 space per 4 persons maximum seating capacity
Churches	1 space per 4 persons maximum seating capacity
Community or Recreation Center	1 space per 4 persons maximum seating capacity
Funeral Home	1 space per 4 persons maximum seating capacity
Library or Museum	1 space per 300 square feet of gross floor area
Day Care	1 space per 5 students
School - Elem or Middle	1 space per staff, plus 2 spaces per classroom
School - High School	1 space per staff, plus 1 space per 5 students
College or Trade School	1 space per staff, plus 1 space per 2 students at peak attendance period.
Golf Course	36 spaces per 9 holes, plus 50 percent of spaces otherwise required for any accessory uses (e.g. bars, restaurant)
Swimming Pool	1 space per 75 square feet of gross water surface

<b><i>LAND USE</i></b>	<b><i>PARKING REQUIREMENT</i></b>
	area
Tennis court	3 spaces per court
Retail Sales And Services	1 space per 300 square feet of gross floor area.
Business or Professional Offices	1 space per 300 square feet of gross floor area.
Drive-Up or In-Vehicle Sales and Service	2 spaces per drive-up lane
Indoor Eating and Drinking Establishments	1 space per 300 square feet of gross floor area
Outside Eating or Drinking Areas	1 space per 300 square feet of serving area.
Commercial Animal Boarding	1 space per 1,000 square feet of gross floor area.
Motels and Hotels	1 space per bedroom
Bed & Breakfast Establishment	1 space per bedroom
Campground	1.5 spaces per campsite
Mini-Warehouse Storage Facility	1 space per 1,000 square feet of gross floor area
Warehouse and Distribution Center	1 space per 1,000 square feet of gross floor area.
Industrial and Manufacturing	1 space per 1,000 square feet of gross floor area.
Utilities	1 space per 1,000 square feet of gross floor area.

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This Ordinance shall be in full force and effect upon passage and publication.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Dianne Duggan, Mayor

ATTEST:

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Leah Hurlley, City Clerk

Introduced: 11/30/2023  
Notices published: 11/20/2023 and 11/27/2023  
Public hearing held: 12/5/2023  
Adopted: 12/12/2023  
Published: 12/20/2023

*Sponsors: This is a staff-initiated ordinance.  
Drafted on November 17<sup>th</sup>, 2023 by Colette Spranger, Community Development Director  
Updated on December 7<sup>th</sup>, 2023 by Colette Spranger, Community Development Director  
following Plan Commission and public hearing suggested edits*

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
01-1000130	UTILITY CASH CLEARING	922872	GREG GRUBER	UTILITY REFUND	2023 REFUN	11/28/2023	15.68	51423	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	GREG GRUBER	UTILITY REFUND	2023 REFUN	11/28/2023	73.27	51423	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	OASIS BIBLE CHURCH	UTILITY REFUND	2023 REFUN	11/02/2023	152.00	51343	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	RM BERG GENERAL CONT	UTILITY REFUND	2023 REFUN	11/02/2023	223.49	51347	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	GLORIA GEIGER	UTILITY REFUND	2023 REFUN	11/02/2023	124.78	51329	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	BRENT & LINDSAY WALME	UTILITY REFUND	2023 REFUN	11/02/2023	34.30	51317	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	HANSON ELECTRONICS L	UTILITY REFUND	2023 REFUN	11/02/2023	5,394.68	51331	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	KEITH & MICHELLE FREY	UTILITY REFUND	2023 REFUN	11/02/2023	125.19	51334	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	BRADLEY MILLER	UTILITY REFUND	2023 REFUN	11/02/2023	44.62	51316	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	RYKER BROWN	UTILITY REFUND	2023 REFUN	11/02/2023	11.21	51349	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	STEPHEN & PATRICIA CRA	UTILITY REFUND	2023 REFUN	11/02/2023	288.76	51352	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	MATTHEW TRUNKHILL	UTILITY REFUND	2023 REFUN	11/02/2023	204.09	51338	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	KARIN RETHLEFSEN	UTILITY REFUND	2023 REFUN	11/02/2023	36.19	51333	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	DENISE KLUG	UTILITY REFUND	2023 REFUN	11/28/2023	319.58	51418	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	RM BERG GENERAL CONT	UTILITY REFUND	2023 REFUN	11/02/2023	148.71	51347	.00	0	
01-1000130	UTILITY CASH CLEARING	922872	RM BERG GENERAL CONT	UTILITY REFUND	2023 REFUN	11/02/2023	16.91	51347	.00	0	
Total 011000130:							7,213.46		.00		
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	70.10	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	53.61	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	82.86	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	2,760.42	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	121.86	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	1,106.07	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	272.97	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	487.43	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	10.00	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	23.61	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	1,187.24	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	374.34	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	127.85	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	333.74	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	35.82	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	398.16	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	9.21	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	478.58	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	3,854.71	51471	.00	0	

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10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	66.83	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	951.33	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	132.94	51471	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	2,387.79	51471	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	4.17	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	9.17	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	455.83	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	143.33	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	49.17	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	128.33	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	14.17	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	152.50	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	3.33	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	184.17	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	1,480.00	51464	.00	0	
10-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	25.83	51464	.00	0	
Total 101650000:							17,977.47		.00		
10-2127000	DEPOSIT-STREET OPENING	9133	FORSTER ELECTRICAL E	E02-23C PROJECT ORANGE	24948	11/02/2023	3,392.50	51328	.00	0	
10-2127000	DEPOSIT-STREET OPENING	922921	ANGELA CLARK	RIGHT OF WAY DEPOSIT REFUND	2023-11	11/30/2023	800.00	51466	.00	0	
Total 102127000:							4,192.50		.00		
10-2127500	REIMBURSABLE DEV COSTS	1885	CONSIGNY LAW FIRM SC	ATTY FEES-	9831-69-10	11/13/2023	660.00	51368	.00	0	
10-2127500	REIMBURSABLE DEV COSTS	922920	BOARDMAN & CLARK LLP	CHS REVIEW LETTER & SERVICE RULES, SUBSTATION AGREEMENT	275754	11/28/2023	750.00	51412	.00	0	
Total 102127500:							1,410.00		.00		
10-2127511	465 W MAIN STREET COSTS	1885	CONSIGNY LAW FIRM SC	ATTY FEES-	58667	11/13/2023	429.00	51368	.00	0	
Total 102127511:							429.00		.00		

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10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 10/20/2023	PR1020231	11/13/2023	10,911.91	51399	.00	0	
10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 11/3/2023	PR1103231	11/29/2023	11,597.37	20132151	.00	0	
Total 102131100:							22,509.28		.00		
10-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 10/20/2023	PR1020231	11/13/2023	4,806.28	51403	.00	0	
10-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 11/3/2023	PR1103231	11/29/2023	4,984.04	20132154	.00	0	
Total 102131200:							9,790.32		.00		
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 10/20/2023	PR1020231	11/13/2023	25,536.00	51404	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 10/20/2023	PR1020231	11/13/2023	254.28	51404	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 10/20/2023	PR1020231	11/13/2023	2,460.71	51404	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 10/20/2023	PR1020231	11/13/2023	3,715.40	51404	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP RETIREE HEALTH CARE PAYMENTS Pay Period: 11/3/2023	PR1103231	11/13/2023	2,025.50	51404	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 11/3/2023	PR1103231	11/13/2023	254.28	51404	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 11/3/2023	PR1103231	11/13/2023	2,460.71	51404	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 11/3/2023	PR1103231	11/13/2023	3,417.90	51404	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 11/3/2023	PR1103231	11/13/2023	24,672.00	51404	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS ADJUSTMENT	PR1020231-	11/13/2023	1,161.50	51404	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS ADDITION	PR1020231-	11/13/2023	823.38-	51404	.00	0	
Total 102132110:							65,134.90		.00		
10-2132120	DENTAL INSURANCE	1998	DELTA DENTAL OF WISCO	DENTAL INS DED/EXP DENTAL INSURANCE Employer Pay Period: 11/17/2023	PR1117231	11/30/2023	149.15	51475	.00	0	
10-2132120	DENTAL INSURANCE	1998	DELTA DENTAL OF WISCO	ADJUSTMENT	PR1117231-	11/30/2023	39.24-	51475	.00	0	

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10-2132120	DENTAL INSURANCE	1998	DELTA DENTAL OF WISCO	DENTAL INS DED/EXP DENTAL INSURANCE Employer Pay Period: 11/3/2023	PR1103231	11/30/2023	3,880.97	51475	.00	0	
Total 102132120:							3,990.88		.00		
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 10/6/2023	PR1006230	11/13/2023	67.81	51407	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 10/6/2023	PR1006230	11/13/2023	5,456.66	51407	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 10/6/2023	PR1006230	11/13/2023	5,456.66	51407	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 10/6/2023	PR1006230	11/13/2023	2,014.53	51407	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 10/6/2023	PR1006230	11/13/2023	3,916.49	51407	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 10/6/2023	PR1006230	11/13/2023	67.81	51407	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 10/20/2023	PR1020230	11/13/2023	4,353.08	51407	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 10/20/2023	PR1020230	11/13/2023	5,498.87	51407	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 10/20/2023	PR1020230	11/13/2023	5,498.87	51407	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 10/20/2023	PR1020230	11/13/2023	2,239.11	51407	.00	0	
Total 102132130:							34,569.89		.00		
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 10/20/2023	PR1020231	11/13/2023	7,469.90	51399	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 10/20/2023	PR1020231	11/13/2023	6,742.96	51399	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 10/20/2023	PR1020231	11/13/2023	1,577.01	51399	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 10/20/2023	PR1020231	11/13/2023	1,577.01	51399	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 11/3/2023	PR1103231	11/29/2023	7,905.01	20132151	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 11/3/2023	PR1103231	11/29/2023	7,235.39	20132151	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 11/3/2023	PR1103231	11/29/2023	1,692.16	20132151	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 11/3/2023	PR1103231	11/29/2023	1,692.16	20132151	.00	0	
Total 102133100:							35,891.60		.00		
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 11/3/2023	PR1103233	11/28/2023	403.62	51438	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 11/3/2023	PR1103233	11/28/2023	910.55	51438	.00	0	

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10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT	PR1103233-	11/28/2023	176.40-	51438	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT	PR1103233-	11/28/2023	8.45	51438	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT	PR1103233-	11/28/2023	9.22	51438	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT	PR1103233-	11/28/2023	.01	51438	.00	0	
Total 102134300:							1,155.45		.00		
10-2136100	UNION DUES DEDUCTIONS	5603	WI PROFESSIONAL POLIC	UNION DUES POLICE UNION DUES- POLICE Pay Period: 11/3/2023	PR1103231	11/28/2023	344.00	51447	.00	0	
Total 102136100:							344.00		.00		
10-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 11/17/2023	PR1117232	11/29/2023	693.43	20132155	.00	0	
10-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 11/3/2023	PR1103232	11/13/2023	693.43	51405	.00	0	
10-2137000	PAYROLL DEDUCTION MISC	1088	WISCONSIN DEPARTMEN	GARNISHMENT Pay Period: 11/3/2023	PR1103231	11/13/2023	88.25	51406	.00	0	
Total 102137000:							1,475.11		.00		
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 11/3/2023	PR1103231	11/13/2023	1,521.33	51400	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT	POLICE/VIBA DEFERRED - SBG - AMOUNT Pay Period: 11/17/2023	PR1117230	11/29/2023	350.00	20132152	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 11/17/2023	PR1117231	11/29/2023	1,570.00	20132153	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2855	MISSION SQUARE RETIRE	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 11/3/2023	PR1103231	11/28/2023	250.00	51430	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2855	MISSION SQUARE RETIRE	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 10/20/2023	PR1020231	11/02/2023	250.00	51341	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2855	MISSION SQUARE RETIRE	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 11/17/2023	PR1117231	11/30/2023	250.00	51483	.00	0	
Total 102138000:							4,191.33		.00		
10-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 11/3/2023	PR1103231	11/29/2023	12.42	20132150	.00	0	
10-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 11/17/2023	PR1117231	11/29/2023	12.42	20132150	.00	0	
Total 102140000:							24.84		.00		
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC MEDICAL Pay Period: 11/3/2023	PR1103231	11/29/2023	28.28	20132150	.00	0	
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC Pay							



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				Period: 11/17/2023	PR1117231	11/29/2023	28.27	20132150	.00	0	
	Total 102141000:						56.55		.00		
10-2142000	EMPLOYEES REIMBURSEMENT	3598	MATTHEW NANKEE	EMPLOYEE REIMB PAYMENT AFLAC-MN	2023-10	11/02/2023	40.40	51337	.00	0	
10-2142000	EMPLOYEES REIMBURSEMENT	921882	MEGAN KLOECKNER	REIMB-AFLAC DEPENDENT CARE	2023 -10 AFL	11/02/2023	1,588.00	51339	.00	0	
10-2142000	EMPLOYEES REIMBURSEMENT	922879	MICHELLE NATROP	AFLAC REIMBURSEMENTS	2023-11	11/30/2023	83.48	51481	.00	0	
	Total 102142000:						1,711.88		.00		
10-44300-520	BUILDING PERMITS	922922	DANIEL EMERY	BUILDING PERMIT OVER PAYMENT	2023-11	11/30/2023	30.00	51474	.00	0	
	Total 1044300520:						30.00		.00		
10-45110-520	COURT PENALTIES & COSTS	4700	ST OF WIS CONTROLLER'	COURT FINES/ASSESS-	2023-10	11/13/2023	1,642.94	51390	.00	0	
10-45110-520	COURT PENALTIES & COSTS	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0608898253	11/02/2023	4.33	51356	.00	0	
10-45110-520	COURT PENALTIES & COSTS	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0614907933	11/30/2023	4.09	51486	.00	0	
	Total 1045110520:						1,651.36		.00		
10-51010-300	COUNCIL EXPENSES & SUPPL	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	14.52	51422	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	170.40	51402	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	33.74	51416	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	91.87	51416	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	2.58	51433	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	5.56	51388	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	3.81	51388	.00	0	
	Total 1051010300:						322.48		.00		
10-51020-300	MAYOR EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.97	51422	.00	0	
10-51020-300	MAYOR EXPENSES	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	28.40	51402	.00	0	
10-51020-300	MAYOR EXPENSES	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	5.62	51416	.00	0	
10-51020-300	MAYOR EXPENSES	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	15.31	51416	.00	0	
10-51020-300	MAYOR EXPENSES	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	.02	51433	.00	0	
10-51020-300	MAYOR EXPENSES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	.03	51388	.00	0	
	Total 1051020300:						50.35		.00		
10-51030-281	MUNI COURT FINES/ASSESS	4320	ROCK COUNTY TREASUR	COURT FINES/ASSESS-OCT	2023-10 CO	11/13/2023	778.54	51389	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	922628	KAETHER, MAX	REDIRECTED RESTITUTION	2023-10	11/13/2023	20.00	51381	.00	0	

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Total 1051030281:							798.54		.00		
10-51030-300	MUNICIPAL COURT EXPENSE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.91	51422	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	28.40	51402	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	AMAZON MICROSOFT NATURAL ERGONOMIC KEYBOARD 4000	6004-0929	11/13/2023	420.89	51402	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	ZOOM. US	6004-1003	11/13/2023	15.99	51402	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	HILTON	6004-1020	11/13/2023	90.00	51402	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	5.62	51416	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	15.31	51416	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	1090	AT&T	MONTHLY AT&T CHARGES	60888222811	11/28/2023	11.02	51411	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	3114	SHANNON KRUEGER	REIMB REGISTRATION-SEMINAR	2023-09	11/28/2023	40.00	51440	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	3.19	51433	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	6.88	51388	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT- FINANCE	Q1050203	11/13/2023	4.71	51388	.00	0	
Total 1051030300:							642.92		.00		
10-51030-511	MUNI COURT LIABILITY INSUR	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	44.67	51471	.00	0	
10-51030-511	MUNI COURT LIABILITY INSUR	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	.67	51464	.00	0	
Total 1051030511:							45.34		.00		
10-51030-512	MUNI COURT WORKERS COM	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	4.60	51471	.00	0	
Total 1051030512:							4.60		.00		
10-51040-210	LEGAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-	9831-70-10	11/13/2023	1,171.50	51368	.00	0	
Total 1051040210:							1,171.50		.00		
10-51040-215	LEGAL SERVICES MUNI COUR	1885	CONSIGNY LAW FIRM SC	ATTY FEES-	9831-01-10	11/13/2023	846.00	51368	.00	0	
Total 1051040215:							846.00		.00		
10-51070-300	CLERK ELECTION EXP	9017	US BANK	DANE COUNTY PARKING RAMP	6887-1011	11/13/2023	6.40	51402	.00	0	
10-51070-300	CLERK ELECTION EXP	9017	US BANK	DANE COUNTY PARKING RAMP	6887-1011	11/13/2023	6.60	51402	.00	0	
Total 1051070300:							13.00		.00		

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10-51100-210	ASSESSOR SERVICES	1220	ASSOCIATED APPRAISAL	INTERNET POSTING OF PARCELS BY ASSESSMENT TECHNOLOGIES	171071	11/02/2023	43.20	51313	.00	0	
10-51100-210	ASSESSOR SERVICES	1220	ASSOCIATED APPRAISAL	PROFESSIONAL SERVICES-NOV	171071	11/02/2023	1,783.33	51313	.00	0	
Total 1051100210:							1,826.53		.00		
10-51100-310	ASSESSOR SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	2.81	51422	.00	0	
Total 1051100310:							2.81		.00		
10-51110-290	FINANCE PUBLISHING CONTR	922873	APG OF SOUTHERN WISC	CITY OF EVANSVILLE BUDGET	31209-1123	11/30/2023	27.96	51467	.00	0	
Total 1051110290:							27.96		.00		
10-51110-310	FINANCE OFFICE SUPPLIES &	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	21.54	51422	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	BOUNCIE	6123-1003	11/13/2023	8.00	51402	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	FEBREZE ODOR, SOFTSOAP, TRASH BAGS, ENVELOPES, PAPER TOWEL, TOILET PAPER, GLUE STICKS, GLASS CLEANING SPAY, STAPLES, CHAIR MAT, SCANNER,	1651878411	11/28/2023	1,048.71	51441	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	27.23	51433	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	23.26	51433	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	58.68	51388	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	50.13	51388	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	40.19	51388	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	34.33	51388	.00	0	
Total 1051110310:							1,312.07		.00		
10-51110-330	FINANCE PROFESSIONAL DE	9017	US BANK	WI ECON DEVELOPMENT CORP SUMMIT	6123-0925	11/13/2023	50.00	51402	.00	0	
10-51110-330	FINANCE PROFESSIONAL DE	9017	US BANK	GOVERNMENT FINANCE OFFICE	2200-1016	11/13/2023	478.80	51402	.00	0	
10-51110-330	FINANCE PROFESSIONAL DE	5530		ANNUAL WMCA DUES-CLERK/DEP CLERK	2023-11 LH &	11/28/2023	130.00	51408	.00	0	
Total 1051110330:							658.80		.00		
10-51110-361	FINANCE COMMUNICATIONS	1240	THRYV	ADVERTISING/WHITE PAGES-CITY HALL	800370190-1	11/02/2023	29.00	51353	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	127.80	51402	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	17083050111	11/13/2023	103.49	51393	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	68.91	51416	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	25.30	51416	.00	0	

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10-51110-361	FINANCE COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0614807934	11/30/2023	53.98	51486	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35149583	11/02/2023	238.00	51330	.00	0	
Total 1051110361:							646.48		.00		
10-51110-370	FINANCE ELECTION EXPENS	2154	ELECTION SYS/SOFTWAR	EXPRESSVOTE BMD EXTENDED WARRANTY W/BIENNIAL MAINTENANCE	CD2069209	11/02/2023	102.38	51325	.00	0	
10-51110-370	FINANCE ELECTION EXPENS	2154	ELECTION SYS/SOFTWAR	FIRMWARE LICENSE EXPRESSVOTE BMD RENEWAL LICENSE FEE	CD2069209	11/02/2023	68.25	51325	.00	0	
10-51110-370	FINANCE ELECTION EXPENS	2154	ELECTION SYS/SOFTWAR	FIRMWARE LICENSE DS200	CD2069209	11/02/2023	78.75	51325	.00	0	
10-51110-370	FINANCE ELECTION EXPENS	2154	ELECTION SYS/SOFTWAR	HMA - DS200 EXTENDED WARRANTY WITH BIENNIAL MAINTENANCE	CD2069209	11/02/2023	131.25	51325	.00	0	
Total 1051110370:							380.63		.00		
10-51110-512	FINANCE WORK COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	33.41	51471	.00	0	
Total 1051110512:							33.41		.00		
10-51120-355	MUNICIPAL BUILDINGS	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140276591	11/28/2023	71.55	51410	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	4426	SCHINDLER ELEVATOR C	CONTRACT PRICE	8106396025	11/02/2023	589.74	51350	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	651.10	51398	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	5600	WE ENERGIES	MONTHLY GAS SERVICE	00002-1023	11/02/2023	58.90	51358	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL	645387	11/02/2023	53.00	51344	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1090	AT&T	MONTHLY AT&T CHARGES	60888222811	11/28/2023	11.02	51411	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1825	CLASS 1 AIR INC	APIII 20X16X1, 20X20X1, 25X16X1, 20X14X1, AFP3 19-3/4X24-1/4X4-7/8	77123	11/02/2023	273.35	51321	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1940	CULLIGAN / COMPLETE W	COOLER RENTAL	1011445	11/28/2023	8.00	51417	.00	0	
Total 1051120355:							1,716.66		.00		
10-51140-251	SOFTWARE MAINT AGREEME	1810	CIVIC SYSTEMS LLC	ONSITE TRAINING-1 DAY	CVC23905	11/13/2023	611.86	51367	.00	0	
Total 1051140251:							611.86		.00		
10-51140-285	DOG & CAT EXPENSE	4320	ROCK COUNTY TREASUR	DOG LICENSES - OCT	2023-10 DO	11/13/2023	2.75	51389	.00	0	
10-51140-285	DOG & CAT EXPENSE	4259	HUMANE SOCIETY OF SO	ANIMAL R&B / PICK UP CHARGE	203	11/13/2023	308.33	51377	.00	0	
Total 1051140285:							311.08		.00		
10-51140-511	LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	406.14	51471	.00	0	
10-51140-511	LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	35.05	51471	.00	0	

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10-51140-511	LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	66.47	51471	.00	0	
10-51140-511	LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	5.17	51464	.00	0	
10-51140-511	LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	1.83	51464	.00	0	
Total 1051140511:							514.66		.00		
10-52200-205	Investigative Expenses	9017	US BANK	USPS	9978-0925	11/13/2023	5.40	51402	.00	0	
Total 1052200205:							5.40		.00		
10-52200-210	PROFESSIONAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-	9831-70-10	11/13/2023	412.50	51368	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1004	11/13/2023	21.00	51402	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1010	11/13/2023	28.00	51402	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1017	11/13/2023	7.00	51402	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1018-1	11/13/2023	7.00	51402	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1019	11/13/2023	7.00	51402	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1019-1	11/13/2023	14.00	51402	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1020	11/13/2023	21.00	51402	.00	0	
10-52200-210	PROFESSIONAL SERVICES	3305	MERCY HEALTH SYSTEM	PHYSICAL TYPE 2 & DRUG SCREEN	00024127-00	11/30/2023	101.00	51480	.00	0	
10-52200-210	PROFESSIONAL SERVICES	3780	PERSONNEL EVALUATION	PERSONNEL EVALUATION PROFILES	49435	11/28/2023	8.00	51432	.00	0	
10-52200-210	PROFESSIONAL SERVICES	4107	TRANS UNION RISK AND A	CREDIT CHECK	5729311-202	11/13/2023	110.00	51394	.00	0	
10-52200-210	PROFESSIONAL SERVICES	922423	THE PSYCHOLOGY CENT	BASIC-PRE EMPLOYMENT	281961	11/28/2023	475.00	51443	.00	0	
Total 1052200210:							1,211.50		.00		
10-52200-310	POLICE OFFICE SUPPLIES	1776	CINTAS CORPORATION	RESTOCK MEDICINE CABINET	8406483152	11/02/2023	130.85	51320	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	19.89	51422	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	3980	QUILL CORPORATION	TAPE PACKING CRYSTAL CLEAR, DISPENSER TAPE METAL	35427811	11/28/2023	111.34	51434	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	DOLLAR GENERAL	9978-1011	11/13/2023	22.45	51402	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	10.59	51433	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	22.82	51388	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT- FINANCE	Q1050203	11/13/2023	15.63	51388	.00	0	
Total 1052200310:							333.57		.00		
10-52200-330	POLICE PROFESSIONAL DEV	2553	FOX VALLEY TECH COLLE	OPEN RECORDS OVERVIEW AND ADV	32120	11/28/2023	275.00	51421	.00	0	
10-52200-330	POLICE PROFESSIONAL DEV	3220	LEAGUE OF WIS MUNICIPAL	PFC WORKSHOP REGISTRATION	86552	11/30/2023	150.00	51479	.00	0	
10-52200-330	POLICE PROFESSIONAL DEV	9017	US BANK	LEGAL & LIABILITY RISK MANAGEMENT INSTITUTE	7376-1002	11/13/2023	150.00	51402	.00	0	

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Total 1052200330:							575.00		.00		
10-52200-340	POLICE EQUIPMENT	4427	TOP PACK DEFENSE LLC	UNIFORM GEAR - EYAN ANDERSON	11731	11/02/2023	653.51	51355	.00	0	
Total 1052200340:							653.51		.00		
10-52200-350	POLICE EQUIP MAINTENANCE	3239	LOCKS & UNLOCKS INC	DOUBLE SIDED AUTOMOTIVE KEY	2112869	11/13/2023	134.00	51384	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	9017	US BANK	AMAZON KORG MA-2 ULTI FUNCTION DIGITAL METRONOME	9978-1006	11/13/2023	24.49	51402	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	9017	US BANK	AMAZON RETRACTABLE EXTENSION CORD REEL	9978-1015	11/13/2023	244.93	51402	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	9017	US BANK	AMAZON BENFEI USB TO SERIAL ADAPTER	9978-1018	11/13/2023	16.94	51402	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	3600	NAPA OF OREGON	PEAK 25 DE-ICER	386911	11/30/2023	8.98	51484	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	4350	RT'S AUTOMOTIVE PERFO	SPARK PLUGS, IGNITION COIL	2023-11	11/28/2023	315.75	51436	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	3751	PAPA DUKES-WHO'S CRAZ	PD-VEHICLE WASHES	2023-10	11/13/2023	86.28	51387	.00	0	
Total 1052200350:							831.37		.00		
10-52200-355	POLICE BLDG MAINT	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140268819	11/02/2023	36.73	51312	.00	0	
10-52200-355	POLICE BLDG MAINT	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140276589	11/28/2023	36.73	51410	.00	0	
Total 1052200355:							73.46		.00		
10-52200-360	POLICE BLDG UTILITIES EXPE	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	509.71	51398	.00	0	
10-52200-360	POLICE BLDG UTILITIES EXPE	5600	WE ENERGIES	MONTHLY GAS SERVICE	00005-1023	11/02/2023	40.93	51358	.00	0	
Total 1052200360:							550.64		.00		
10-52200-361	POLICE COMMUNICATIONS	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	269.80	51402	.00	0	
10-52200-361	POLICE COMMUNICATIONS	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	17083050111	11/13/2023	103.49	51393	.00	0	
10-52200-361	POLICE COMMUNICATIONS	1850	COMPUTER KNOW HOW L	PD-BACKUP SERVER/LABOR	BDR-1103	11/28/2023	149.00	51416	.00	0	
10-52200-361	POLICE COMMUNICATIONS	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	145.47	51416	.00	0	
10-52200-361	POLICE COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0616010076	11/30/2023	443.90	51486	.00	0	
10-52200-361	POLICE COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35149583	11/02/2023	278.75	51330	.00	0	
Total 1052200361:							1,390.41		.00		
10-52200-510	POLICE PROPERTY INSURAN	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	475.66	51471	.00	0	

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Total 1052200510:							475.66		.00		
10-52200-511	POLICE LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	754.44	51471	.00	0	
10-52200-511	POLICE LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	296.00	51464	.00	0	
10-52200-511	POLICE LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	9.83	51464	.00	0	
Total 1052200511:							1,060.27		.00		
10-52200-512	POLICE WORKERS COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	1,927.35	51471	.00	0	
Total 1052200512:							1,927.35		.00		
10-52210-210	FIRE DISTRICT CONTRIBUTIO	2280	EVANSVILLE COMMUNITY	CITY OF EVANSVILLE BUDGET SHARE, 35% OF \$286,612.67	EVL-23C	11/28/2023	85,983.81	51420	.00	0	
Total 1052210210:							85,983.81		.00		
10-52230-512	PT - POLICE WORK COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	63.92	51471	.00	0	
Total 1052230512:							63.92		.00		
10-52240-252	BLDG INSP- IT EQUIP	1850	COMPUTER KNOW HOW L	LENOVO THINKCENTRE 50S DESKTOP, KEYBORAD & MOUSE, WEB CAMERA, WIFI	39693	11/28/2023	1,122.50	51416	.00	0	
Total 1052240252:							1,122.50		.00		
10-52240-300	BLDG INSP - MISC EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.09	51422	.00	0	
10-52240-300	BLDG INSP - MISC EXP	9017	US BANK	JOBPOST	0981-1003	11/13/2023	329.00	51402	.00	0	
10-52240-300	BLDG INSP - MISC EXP	1681	CASEY'S BUSINESS MAST	BUILDING INSPECTOR FUEL W/ DISCOUNT	QN366-1023	11/02/2023	78.32	51318	.00	0	
10-52240-300	BLDG INSP - MISC EXP	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	2.47	51433	.00	0	
10-52240-300	BLDG INSP - MISC EXP	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	5.33	51388	.00	0	
10-52240-300	BLDG INSP - MISC EXP	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	3.65	51388	.00	0	
10-52240-300	BLDG INSP - MISC EXP	922889	WISCONSIN MEDIA GROU	HELP WANTED AD - BUILDING INSPECTOR	218195	11/02/2023	257.94	51360	.00	0	
Total 1052240300:							676.80		.00		
10-52240-361	BLDG INSP - COMMUNICATIO	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	14.20	51402	.00	0	
10-52240-361	BLDG INSP - COMMUNICATIO	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	2.83	51416	.00	0	

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10-52240-361	BLDG INSP - COMMUNICATIO	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	7.66	51416	.00	0	
10-52240-361	BLDG INSP - COMMUNICATIO	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0614807934	11/30/2023	97.14	51486	.00	0	
Total 1052240361:							121.83		.00		
10-52240-512	BLDG INSP WORK COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	199.08	51471	.00	0	
Total 1052240512:							199.08		.00		
10-53300-131	PW CLOTHING ALLOWANCE	922917	STREET RAGS	SAFETY ORANGE	2023-10	11/13/2023	92.55	51391	.00	0	
Total 1053300131:							92.55		.00		
10-53300-252	PW - IT EQUIP	1850	COMPUTER KNOW HOW L	LENOVO THINKCENTRE 50S DESKTOP, KEYBORAD & MOUSE, WEB CAMERA, WIFI	39693	11/28/2023	561.25	51416	.00	0	
Total 1053300252:							561.25		.00		
10-53300-280	PW DRUG & ALCOHOL TESTIN	3305	MERCY HEALTH SYSTEM	DRUG TEST	00024089-00	11/30/2023	48.00	51480	.00	0	
Total 1053300280:							48.00		.00		
10-53300-301	STREET TREE REMOVAL	9017	US BANK	AMAZON KLEIN TOOLS RECHARGEABLE LED HEADLAMP	3774-1023	11/13/2023	36.96	51402	.00	0	
10-53300-301	STREET TREE REMOVAL	9017	US BANK	AMAZON VENTED FULL BRIM HARD HAT W/ EARMUFF ATTACHEMENT	3774-1023-1	11/13/2023	79.73	51402	.00	0	
Total 1053300301:							116.69		.00		
10-53300-303	DMV REGISTRATION USEAGE	922870	THUNDER ROAD LLC	MANHOLE MASTIC PATCHING WORK, 15 MANHOLES & 2 WATER SHUT OFFS	2858	11/28/2023	6,600.00	51444	.00	0	
10-53300-303	DMV REGISTRATION USEAGE	922870	THUNDER ROAD LLC	MASTIC PATCHING ON E. MAIN ST.	2858	11/28/2023	8,000.00	51444	.00	0	
Total 1053300303:							14,600.00		.00		
10-53300-310	PW OFFICE SUPPLIES & EXP	1776	CINTAS CORPORATION	RESTOCK MEDICINE CABINET	8406483151	11/13/2023	51.77	51365	.00	0	
10-53300-310	PW OFFICE SUPPLIES & EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.31	51422	.00	0	
10-53300-310	PW OFFICE SUPPLIES & EXP	9017	US BANK	AMAZON STICKY NOTES, CALENDAR, NOTE PADS	3774-1014	11/13/2023	67.32	51402	.00	0	
10-53300-310	PW OFFICE SUPPLIES & EXP	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	.48	51433	.00	0	
10-53300-310	PW OFFICE SUPPLIES & EXP	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	1.03	51388	.00	0	
10-53300-310	PW OFFICE SUPPLIES & EXP	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT- FINANCE	Q1050203	11/13/2023	.71	51388	.00	0	



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Total 1053300310:							121.62		.00		
10-53300-340	PW - TOOLS & EQUIP	3600	NAPA OF OREGON	3JAW OIL FIL WRENCH	385535	11/28/2023	10.49	51431	.00		0
Total 1053300340:							10.49		.00		
10-53300-343	PW VEHICLE FUEL	1681	CASEY'S BUSINESS MAST	DPW FUEL W/ DISCOUNT	QN366-1023	11/02/2023	216.79	51318	.00		0
10-53300-343	PW VEHICLE FUEL	1681	CASEY'S BUSINESS MAST	DPW FUEL W/ DISCOUNT	QN366-1123	11/30/2023	179.64	51469	.00		0
10-53300-343	PW VEHICLE FUEL	1681	CASEY'S BUSINESS MAST	DPW FUEL W/ DISCOUNT	QN366-1123	11/30/2023	205.13	51469	.00		0
10-53300-343	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-10	11/30/2023	78.55	51472	.00		0
10-53300-343	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-10	11/30/2023	181.65	51472	.00		0
10-53300-343	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-10	11/30/2023	111.74	51472	.00		0
10-53300-343	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-10	11/30/2023	384.06	51472	.00		0
10-53300-343	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-10	11/30/2023	119.82	51472	.00		0
10-53300-343	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-10	11/30/2023	74.81	51472	.00		0
10-53300-343	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-10	11/30/2023	184.23	51472	.00		0
Total 1053300343:							1,736.42		.00		
10-53300-355	PW BLDG MAINT & SUPPLIES	1060	EVANSVILLE HARDWARE	AUTO CLEANING CLOTH, CHAMOIS, WAX & DRY	200030-1245	11/13/2023	44.95	51373	.00		0
Total 1053300355:							44.95		.00		
10-53300-360	PW BLDG UTILITIES EXP-HEAT	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	737.74	51398	.00		0
10-53300-360	PW BLDG UTILITIES EXP-HEAT	5600	WE ENERGIES	MONTHLY GAS SERVICE	00001-1023	11/02/2023	35.70	51358	.00		0
Total 1053300360:							773.44		.00		
10-53300-361	PW COMMUNICATIONS	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	42.60	51402	.00		0
10-53300-361	PW COMMUNICATIONS	1730	TIME WARNER CABLE	MONTHLY CHARTER SERVICE	17083030110	11/02/2023	116.97	51354	.00		0
10-53300-361	PW COMMUNICATIONS	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	8.43	51416	.00		0
10-53300-361	PW COMMUNICATIONS	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	22.97	51416	.00		0
10-53300-361	PW COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35149583	11/02/2023	48.33	51330	.00		0
Total 1053300361:							239.30		.00		
10-53300-510	PW PROPERTY INSURANCE	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	1,193.87	51471	.00		0
Total 1053300510:							1,193.87		.00		

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10-53300-511	PW LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	1,880.45	51471	.00	0	
10-53300-511	PW LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	91.17	51464	.00	0	
10-53300-511	PW LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	28.67	51464	.00	0	
Total 1053300511:							2,000.29		.00		
10-53300-512	PW WORKERS COMP INSURA	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	593.74	51471	.00	0	
Total 1053300512:							593.74		.00		
10-53310-290	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	FUEL SURCHARGE	0004277885	11/13/2023	1,056.96	51385	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY TRASH SERVICE/WEEKLY	0004277885	11/13/2023	6,636.93	51385	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY RECYCLE SERVICE/BI-WEEKLY	0004277885	11/13/2023	3,067.20	51385	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY RECYCLE SERVICE/BI-WEEKLY	0004277885	11/13/2023	3,288.72	51385	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY TRASH SERVICE/WEEKLY	0004277885	11/13/2023	6,376.89	51385	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY RECYCLE SERVICE/BI-WEEKLY	0004277885	11/13/2023	3,024.60	51385	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	4 YARD FRONT LOAD TRASH SERVICE	0004277885	11/13/2023	48.22	51385	.00	0	
Total 1053310290:							23,499.52		.00		
10-53310-512	RECYCLING WORK COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	187.17	51471	.00	0	
Total 1053310512:							187.17		.00		
10-53420-300	PW FLEET MAINTENANCE	3600	NAPA OF OREGON	RV ANTI FREEZE, OIL	385375	11/28/2023	61.93	51431	.00	0	
Total 1053420300:							61.93		.00		
10-53470-300	PW STREET LIGHTING EXP	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	6,075.66	51398	.00	0	
Total 1053470300:							6,075.66		.00		
10-54620-212	SENIOR TRANS & SERVICES	2239	CREEKSIDE PLACE INC	SR SERVICE COOR COMPENSATION	40308	11/13/2023	1,925.84	51370	.00	0	
Total 1054620212:							1,925.84		.00		
10-55720-300	PARK MAINT EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.34	51422	.00	0	
10-55720-300	PARK MAINT EXPENSES	3435	MENARD'S-JANESVILLE	2X10-8' FIR	36046	11/02/2023	130.05	51340	.00	0	

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10-55720-300	PARK MAINT EXPENSES	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	7.66	51416	.00	0	
10-55720-300	PARK MAINT EXPENSES	3600	NAPA OF OREGON	NAPA COMMERCIAL BATTERY, CORE DEPOSIT	384617	11/28/2023	209.99	51431	.00	0	
10-55720-300	PARK MAINT EXPENSES	3600	NAPA OF OREGON	OIL FILTER & OIL	385359	11/28/2023	9.32	51431	.00	0	
10-55720-300	PARK MAINT EXPENSES	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	.49	51433	.00	0	
10-55720-300	PARK MAINT EXPENSES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	1.06	51388	.00	0	
10-55720-300	PARK MAINT EXPENSES	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	.73	51388	.00	0	
10-55720-300	PARK MAINT EXPENSES	1295	LRS-BADGERLAND DISPO	WEEKLY STANDARD RESTROOM - SOCCER	0004267288	11/02/2023	121.00	51335	.00	0	
Total 1055720300:							480.64		.00		
10-55720-343	PARKS FUEL	1681	CASEY'S BUSINESS MAST	PARK FUEL W/ DISCOUNT	QN366-1023	11/02/2023	379.08	51318	.00	0	
10-55720-343	PARKS FUEL	1681	CASEY'S BUSINESS MAST	PARK FUEL W/ DISCOUNT	QN366-1123	11/30/2023	151.08	51469	.00	0	
Total 1055720343:							530.16		.00		
10-55720-360	PARK UTILITIES EXPENSE	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	1,210.45	51398	.00	0	
Total 1055720360:							1,210.45		.00		
10-55720-511	PARK LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	101.53	51471	.00	0	
10-55720-511	PARK LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	36.83	51464	.00	0	
10-55720-511	PARK LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	2.83	51464	.00	0	
10-55720-511	PARK LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	30.50	51464	.00	0	
Total 1055720511:							171.69		.00		
10-55720-512	PARK WORKERS COMP INSU	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	239.29	51471	.00	0	
Total 1055720512:							239.29		.00		
10-55730-300	SWIMMING POOL EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.28	51422	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	39.80	51398	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	28.40	51402	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	5.62	51416	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	15.31	51416	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	1090	AT&T	MONTHLY AT&T CHARGES	60888222811	11/28/2023	11.02	51411	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	.96	51433	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	2.06	51388	.00	0	

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10-55730-300	SWIMMING POOL EXPENSES	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	1.41	51388	.00	0	
Total 1055730300:							104.86		.00		
10-55730-511	POOL LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	227.43	51471	.00	0	
10-55730-511	POOL LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	25.67	51464	.00	0	
Total 1055730511:							253.10		.00		
10-55730-512	POOL WORKERS COMP INSU	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	166.87	51471	.00	0	
Total 1055730512:							166.87		.00		
10-55740-300	PARK STORE EXPENSES	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	140.20	51398	.00	0	
Total 1055740300:							140.20		.00		
10-55740-512	PARK STORE WORK COMP IN	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	17.91	51471	.00	0	
Total 1055740512:							17.91		.00		
10-55750-210	YOUTH CENTER PROF SERVI	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.05	51422	.00	0	
Total 1055750210:							.05		.00		
10-55750-300	YOUTH CENTER OPER EXPE	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	14.20	51402	.00	0	
10-55750-300	YOUTH CENTER OPER EXPE	9017	US BANK	SAM'S CLUB	4877-1006	11/13/2023	41.08	51402	.00	0	
10-55750-300	YOUTH CENTER OPER EXPE	9017	US BANK	AMAZON BAKSETBALL, REPLACE RUKU TV, PAINT PENS, SPORTS BALL PUMP	4877-1012	11/13/2023	94.01	51402	.00	0	
10-55750-300	YOUTH CENTER OPER EXPE	9017	US BANK	SAM'S CLUB	4877-1017	11/13/2023	146.16	51402	.00	0	
10-55750-300	YOUTH CENTER OPER EXPE	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	7.66	51416	.00	0	
10-55750-300	YOUTH CENTER OPER EXPE	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	2.81	51416	.00	0	
10-55750-300	YOUTH CENTER OPER EXPE	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	.02	51433	.00	0	
10-55750-300	YOUTH CENTER OPER EXPE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	.04	51388	.00	0	
10-55750-300	YOUTH CENTER OPER EXPE	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	.02	51388	.00	0	
Total 1055750300:							306.00		.00		
10-55750-355	YOUTH CNTR REPAIRS& MAIN	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	339.56	51398	.00	0	
10-55750-355	YOUTH CNTR REPAIRS& MAIN	1825	CLASS 1 AIR INC	APIII 20X16X1, 20X20X1, 25X16X1,							

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				20X14X1, AFP3 19-3/4X24-1/4X4-7/8	77123	11/02/2023	46.68	51321	.00	0	
Total 1055750355:							386.24		.00		
10-55750-511	YOUTH CENTER LIABILITY INS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	69.04	51471	.00	0	
10-55750-511	YOUTH CENTER LIABILITY INS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	.83	51464	.00	0	
Total 1055750511:							69.87		.00		
10-55750-512	YOUTH CENTER WORK COMP	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	5.00	51471	.00	0	
Total 1055750512:							5.00		.00		
10-55760-300	BASEBALL/RECREATON EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	1.19	51422	.00	0	
10-55760-300	BASEBALL/RECREATON EXPE	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	.67	51433	.00	0	
10-55760-300	BASEBALL/RECREATON EXPE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	1.45	51388	.00	0	
10-55760-300	BASEBALL/RECREATON EXPE	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	.99	51388	.00	0	
Total 1055760300:							4.30		.00		
10-56820-300	ECONOMIC DEVELOPMENT E	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.41	51422	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	9017	US BANK	MAIN ST CAFE	0999-0925	11/13/2023	37.53	51402	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	9017	US BANK	CONSTANT CONTACT	0999-0930	11/13/2023	35.00	51402	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	9017	US BANK	MAIN ST CAFE	0999-1002	11/13/2023	24.04	51402	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	.25	51433	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	.53	51388	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	.37	51388	.00	0	
Total 1056820300:							98.13		.00		
10-56840-210	PROFESSIONAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-	58666	11/13/2023	511.50	51368	.00	0	
10-56840-210	PROFESSIONAL SERVICES	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	.02	51433	.00	0	
10-56840-210	PROFESSIONAL SERVICES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	.03	51388	.00	0	
10-56840-210	PROFESSIONAL SERVICES	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	.02	51388	.00	0	
Total 1056840210:							511.57		.00		
10-56840-240	GIS DATA	922795	ESRI-ENVIRONMENTAL SY	COM DEV GIS DATA	94595287	11/13/2023	550.00	51372	.00	0	

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Total 1056840240:							550.00		.00		
10-56840-300	COMMUNITY DEVELOP EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	8.03	51422	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	28.40	51402	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	9017	US BANK	CAFE AQUILA	0999-1024	11/13/2023	10.03	51402	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	15.31	51416	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	5.62	51416	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0614807934	11/30/2023	85.80	51486	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35149583	11/02/2023	9.68	51330	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	3.39	51433	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	7.31	51388	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	5.01	51388	.00	0	
Total 1056840300:							178.58		.00		
10-56840-330	COMMUNITY DEVL PROFESSI	9017	US BANK	TRAVEL GUARD GROUP INC	0999-0927	11/13/2023	21.76	51402	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	9017	US BANK	UNITED	0999-0927-1	11/13/2023	334.80	51402	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	9017	US BANK	UNITED	0999-0927-1	11/13/2023	21.00	51402	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	9017	US BANK	UNITED	0999-0927-1	11/13/2023	21.00	51402	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	9017	US BANK	WIHISTSOCTICKETING	0999-1006	11/13/2023	105.00	51402	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	9017	US BANK	ANNUAL HOUSING WHEDA CONFERENCE	0999-1006-1	11/13/2023	345.00	51402	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	9017	US BANK	WISCONSIN ECONOMIC DEVELOPMENT	0999-1011	11/13/2023	200.00	51402	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	4000	JASON SERGEANT	MILEAGE TO STATE CAPITAL	2023-11	11/28/2023	28.63	51425	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	4000	JASON SERGEANT	MILEAGE WEDC SUMMIT	2023-10	11/13/2023	163.75	51379	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	4525	COLETTE SPRANGER	WEDC MILEAGE	2023-10	11/02/2023	168.75	51322	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	4525	COLETTE SPRANGER	WHEDA CONFERENCE	2023-11	11/28/2023	52.25	51415	.00	0	
10-56840-330	COMMUNITY DEVL PROFESSI	922919	JOLENE KLITZMAN	MILEAGE REIMBURSTMENT	2023-10	11/28/2023	22.14	51426	.00	0	
Total 1056840330:							1,484.08		.00		
10-56840-342	BOARD OF APPEALS EXP	922690	RY LEE THOMPSON	FUNDAMENTALS OF ZONING & LAND USE DECISION MAKING	2023-10	11/02/2023	43.75	51348	.00	0	
Total 1056840342:							43.75		.00		
10-56840-512	COMMUNITY DEVL P WORK C	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	11.81	51471	.00	0	
Total 1056840512:							11.81		.00		
10-56880-300	HISTORIC PRESERVATION EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	3.44	51422	.00	0	

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10-56880-300	HISTORIC PRESERVATION EX	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	2.90	51433	.00	0	
10-56880-300	HISTORIC PRESERVATION EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	6.26	51388	.00	0	
10-56880-300	HISTORIC PRESERVATION EX	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	4.29	51388	.00	0	
Total 1056880300:							16.89		.00		
11-56820-410	ECONOMIC DEVELOPMENT M	1652	C & M PRINTING	HISTORIC EVANSVILLE-WALKING TOUR GUIDES	73505	11/28/2023	2,496.00	51413	.00	0	
Total 1156820410:							2,496.00		.00		
20-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	3,523.62	51471	.00	0	
20-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	1,727.67	51471	.00	0	
20-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	2,614.91	51471	.00	0	
20-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	663.33	51464	.00	0	
Total 201650000:							8,529.53		.00		
20-52220-210	EMS PROFESSIONAL SERVIC	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL	645389	11/02/2023	32.00	51344	.00	0	
Total 2052220210:							32.00		.00		
20-52220-310	EMS OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.07	51422	.00	0	
20-52220-310	EMS OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	2.71	51433	.00	0	
20-52220-310	EMS OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	5.84	51388	.00	0	
20-52220-310	EMS OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	4.00	51388	.00	0	
Total 2052220310:							12.62		.00		
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	B,D,E MEDICAL CYLINDERS & SMALL OXYGEN	3007180	11/02/2023	8.86	51359	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	MEDICAL CYLINDERS	3014454	11/30/2023	9.15	51489	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	125 USP, MEDICAL OXYGEN, HAZMAT	3018345	11/30/2023	236.34	51489	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	DYNAREX SENSI LANCE LANCET	2579772	11/13/2023	10.76	51371	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	DYNAREX MEDIUM ALCHOLO PREP	2579772	11/13/2023	3.18	51371	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	MICRO-TOUCH INTERAFREE NITRILE PF	2579772	11/13/2023	150.32	51371	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	MICROFLEX MIDKNIGHT POWDER FREE	2579772	11/13/2023	139.90	51371	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	CURAPLEX SILVER EMERGENCY BLANKET	2579772	11/13/2023	23.60	51371	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	CURAPLEX NASOPHARYNGELA							

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				AIRWAY	2579772	11/13/2023	11.94	51371	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	WELCH ALLYN ADULT DS66 TRIGGER	2579772	11/13/2023	229.59	51371	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	DYNAREX 2X2 STERILE GAUZE PADS	2593321	11/02/2023	10.17	51326	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	ASURE PLATINUM TEST STRIPS	2593321	11/02/2023	59.76	51326	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	CURAPLEX ALCOHOL PREP PAD	2593321	11/02/2023	5.18	51326	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	ASPIRIN 81MG CHEWABLE TABLETS	2593321	11/02/2023	1.98	51326	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	ASSURE PRISM CONTROL SOLUTION	2593321	11/02/2023	32.98	51326	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	ASSURE PRISM TEST STRIPS	2595354	11/13/2023	47.96	51371	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	STATPACKS G3 BREATHER	2595354	11/13/2023	252.79	51371	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	MICRO-TOUCH NITRAFREE NITRILE	2596046	11/28/2023	60.12	51419	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	DYNAREX SENSI LANCE LANCET	2596046	11/28/2023	10.76	51419	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	MICRO-TOUCH NITRAFREE NITRILE PF	2596046	11/28/2023	150.32	51419	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	CURAPLEX LARYNGOSCOPE HANDLE	2596046	11/28/2023	45.98	51419	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	CURAPLEX BRASS 02 REGULATOR	2596046	11/28/2023	80.78	51419	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	PELICAN HEADSUP LITE	2596046	11/28/2023	98.58	51419	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	CURAPLEX OB KIT BOXED DELUXE	2596046	11/28/2023	45.18	51419	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	STATPACKS G3 OXYGEN	2596046	11/28/2023	50.39	51419	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	TRADE DISCOUNT	2596046	11/28/2023	113.12-	51419	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	DYNAREX INSTANT HOT PACK	2596047	11/28/2023	23.49	51419	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	CURAPLEX OB KIT BOXED DELUXE	2597001	11/30/2023	47.97	51476	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	1548	BOUND TREE MEDICAL LL	I-GEL SUPRAGLOTTIC AIRWAY FOR NEONATES	85136980	11/02/2023	65.04	51315	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	1548	BOUND TREE MEDICAL LL	I-GEL SUPRAGLOTTIC AIRWAY FOR INFANTS	85136980	11/02/2023	65.04	51315	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	1548	BOUND TREE MEDICAL LL	I-GEL SUPRAGLOTTIC AIRWAY FOR LG PEDIATRICS	85136980	11/02/2023	32.52	51315	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	1548	BOUND TREE MEDICAL LL	MFG B/O STERILE WATER FOR IRRIGATION	104870760	11/13/2023	149.99	51364	.00	0	
Total 2052220340:							2,047.50		.00		
20-52220-341	EMS MED EQUIP MAINT	6900	ZOLL MEDICAL CORP GPO	PWBA CARRIER, CONTACT SOCKET, LABOR, BATTERY	3854493	11/30/2023	2,782.00	51491	.00	0	
Total 2052220341:							2,782.00		.00		
20-52220-343	EMS AMBULANCE FUEL	922831	CONSUMERS COOP OIL C	EMS - FUEL	154781-09	11/02/2023	883.83	51323	.00	0	
20-52220-343	EMS AMBULANCE FUEL	922831	CONSUMERS COOP OIL C	EMS - FUEL	154781-10	11/30/2023	781.73	51472	.00	0	
Total 2052220343:							1,665.56		.00		
20-52220-350	EMS AMBULANCE MAINTENA	9017	US BANK	SCHMIDT'S AUTO - TOWING OF AMBULANCE	6903-1024	11/13/2023	385.00	51402	.00	0	



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Total 2052220350:							385.00		.00		
20-52220-355	EMS BUILDING MAINT & REPA	1060	EVANSVILLE HARDWARE	ACE BEST W4, C+K EXT SAT UWB, ACE BEST BRSH	200030-1023	11/13/2023	74.97	51373	.00	0	
20-52220-355	EMS BUILDING MAINT & REPA	1060	EVANSVILLE HARDWARE	PUTTY KNIFE, TROWEL, WATERPROOF SEALNT, HYDRAULIC CMNT	200030-1023	11/13/2023	28.56	51373	.00	0	
Total 2052220355:							103.53		.00		
20-52220-361	EMS COMMUNICATIONS	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	28.40	51402	.00	0	
20-52220-361	EMS COMMUNICATIONS	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	15.31	51416	.00	0	
20-52220-361	EMS COMMUNICATIONS	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	5.62	51416	.00	0	
20-52220-361	EMS COMMUNICATIONS	2630	GENERAL COMMUNICATI	EMS-1/4 WAVE 136-174 MHZ ANTENNA W/SPRING	324799	11/13/2023	193.75	51375	.00	0	
20-52220-361	EMS COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES	60888222811	11/28/2023	22.04	51411	.00	0	
20-52220-361	EMS COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35149583	11/02/2023	34.52	51330	.00	0	
Total 2052220361:							299.64		.00		
20-52220-362	EMS UTILITIES	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	317.41	51398	.00	0	
20-52220-362	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE	00003-1023	11/02/2023	19.08	51358	.00	0	
20-52220-362	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE	00003-1123	11/30/2023	86.93	51488	.00	0	
20-52220-362	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE	00007-1123	11/30/2023	7.44	51488	.00	0	
20-52220-362	EMS UTILITIES	1730	CHARTER COMMUNICATI	MONTHLY CHARTER BUSINESS SERVICE	00359011101	11/30/2023	51.07	51470	.00	0	
20-52220-362	EMS UTILITIES	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0614716425	11/30/2023	123.95	51486	.00	0	
Total 2052220362:							605.88		.00		
20-52220-510	EMS PROPERTY INSURANCE	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	1,307.46	51471	.00	0	
Total 2052220510:							1,307.46		.00		
20-52220-511	EMS LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	2,476.44	51471	.00	0	
20-52220-511	EMS LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	132.67	51464	.00	0	
Total 2052220511:							2,609.11		.00		
20-52220-512	EMS WORKERS COMP INSUR	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	863.84	51471	.00	0	

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Total 2052220512:							863.84		.00		
21-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	136.48	51471	.00	0	
21-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	122.05	51471	.00	0	
21-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	46.67	51464	.00	0	
Total 211650000:							305.20		.00		
21-55700-355	BLDG MAINTENANCE & REPAI	4600	STAPLES BUSINESS CRE	PAPER TOWEL, TRASH BAGS,	1651878411	11/28/2023	162.53	51441	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	4600	STAPLES BUSINESS CRE	SWIFFER CLOTH, STAINLESS STEEL CLEANER	1651878411	11/28/2023	125.53	51441	.00	0	
Total 2155700355:							288.06		.00		
21-55700-361	LIBRARY COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES	60888222811	11/28/2023	22.04	51411	.00	0	
21-55700-361	LIBRARY COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35149583	11/02/2023	75.08	51330	.00	0	
Total 2155700361:							97.12		.00		
21-55700-362	LIBRARY UTILITIES	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	1,347.86	51398	.00	0	
21-55700-362	LIBRARY UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE/LIBRARY	00001-1023	11/02/2023	685.00	51358	.00	0	
Total 2155700362:							2,032.86		.00		
21-55700-372	LIBRARY CHILDREN'S BOOKS	9017	US BANK	AMAZON	6038-1014	11/13/2023	15.26	51402	.00	0	
Total 2155700372:							15.26		.00		
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	DOLLAR GENERAL	2394-1010	11/13/2023	21.00	51402	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	PIGGLY WIGGLY	2394-1017	11/13/2023	11.89	51402	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	AMAZON BEADTIN CRYSTAL TRANSPARENT	6038-1005	11/13/2023	7.58	51402	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	AMAZON DUCK BRAND DUCK TAPE	6038-1005-1	11/13/2023	8.68	51402	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	AMAZON WHITE ADHESIVE FOAM SHEET	6038-1005-2	11/13/2023	20.62	51402	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	AMAZON 16MM OR 5/8 INCH RIBBON CLAMP CRIMPS	6038-1006	11/13/2023	7.99	51402	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	AMAZON	6038-1010	11/13/2023	223.15	51402	.00	0	
Total 2155700376:							300.91		.00		
21-55700-511	LIBRARY LIABILITY INSURANC	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY							

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				INSURANCE	IN000015243	11/30/2023	113.71	51471	.00	0	
21-55700-511	LIBRARY LIABILITY INSURANC	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	9.33	51464	.00	0	
Total 2155700511:							123.04		.00		
21-55700-512	WORKERS COMPENSATION I	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	61.03	51471	.00	0	
Total 2155700512:							61.03		.00		
22-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	542.45	51471	.00	0	
22-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	447.17	51471	.00	0	
22-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	548.03	51471	.00	0	
22-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	171.67	51464	.00	0	
Total 221650000:							1,709.32		.00		
22-54640-343	CEMETERY FUEL	1681	CASEY'S BUSINESS MAST	CEMETERY FUEL W/ DISCOUNT	QN366-1123	11/30/2023	176.48	51469	.00	0	
Total 2254640343:							176.48		.00		
22-54640-350	CEMETERY MAINT EXP	1060	EVANSVILLE HARDWARE	LINCH PINS	124563	11/13/2023	1.18	51373	.00	0	
22-54640-350	CEMETERY MAINT EXP	1060	EVANSVILLE HARDWARE	FIXED EYE QUICK SNAP	124787	11/13/2023	14.99	51373	.00	0	
22-54640-350	CEMETERY MAINT EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.44	51422	.00	0	
22-54640-350	CEMETERY MAINT EXP	3014	KELENY TOP SOIL INC	SHREDDED TOP SOIL	25438	11/13/2023	342.00	51382	.00	0	
22-54640-350	CEMETERY MAINT EXP	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	.11	51433	.00	0	
22-54640-350	CEMETERY MAINT EXP	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	.24	51388	.00	0	
22-54640-350	CEMETERY MAINT EXP	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT- FINANCE	Q1050203	11/13/2023	.16	51388	.00	0	
22-54640-350	CEMETERY MAINT EXP	922795	ESRI-ENVIRONMENTAL SY	CEMETERY MAINT	94595287	11/13/2023	550.00	51372	.00	0	
Total 2254640350:							909.12		.00		
22-54640-360	CEMETERY UTILITIES EXPEN	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	93.76	51398	.00	0	
Total 2254640360:							93.76		.00		
22-54640-510	CEMETERY PROPERTY INSUR	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	274.01	51471	.00	0	
Total 2254640510:							274.01		.00		

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22-54640-511	CEMETERY LIABILITY INSURA	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	355.68	51471	.00	0	
22-54640-511	CEMETERY LIABILITY INSURA	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	34.33	51464	.00	0	
Total 2254640511:							390.01		.00		
22-54640-512	CEMETERY WORKERS COMP	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	223.58	51471	.00	0	
Total 2254640512:							223.58		.00		
25-57900-801	Land Acquisition/Right of Way	5160	CITY OF EVANSVILLE	W&L FOR 170 E CHURCH/12193001	12-1930-01-1	11/13/2023	12.66	51366	.00	0	
25-57900-801	Land Acquisition/Right of Way	5160	CITY OF EVANSVILLE	W&L FOR 170 E CHURCH/12195001	12-1950-01-1	11/13/2023	19.86	51366	.00	0	
25-57900-801	Land Acquisition/Right of Way	5160	CITY OF EVANSVILLE	W&L FOR 170 E CHURCH/30250001	30-2500-01-1	11/13/2023	81.45	51366	.00	0	
Total 2557900801:							113.97		.00		
25-57900-802	Landscaping	9170	FORMECOLOGY LLC	PERFORM LANDSCAPE CARE	23-172-1	11/13/2023	1,593.05	51374	.00	0	
Total 2557900802:							1,593.05		.00		
40-55720-803	Park Improvements	922777	CORPORATE CONTRACT	WEST SIDE PARK	22423-11	11/02/2023	543,685.78	51324	.00	2022001	
40-55720-803	Park Improvements	922916	KESSENICH'S	WEST SIDE PARK	50% DOWN	11/13/2023	4,779.08	51383	.00	2022001	
Total 4055720803:							548,464.86		.00		
40-55730-803	POOL Improvements	922777	CORPORATE CONTRACT	WEST SIDE PARK	22423-11	11/02/2023	1,009,702.17	51324	.00	2022002	
40-55730-803	POOL Improvements	922777	CORPORATE CONTRACT	WEST SIDE PARK	22423-13	11/13/2023	147,011.58	51369	.00	2022001	
40-55730-803	POOL Improvements	922777	CORPORATE CONTRACT	POOL RENOVATION	22423-13	11/13/2023	273,021.50	51369	.00	2022002	
40-55730-803	POOL Improvements	922916	KESSENICH'S	WEST SIDE POOL	50% DOWN	11/13/2023	2,573.35	51383	.00	2022002	
Total 4055730803:							1,432,308.60		.00		
60-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	1,285.46	51471	.00	0	
60-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	1,032.01	51471	.00	0	
60-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	182.27	51471	.00	0	
60-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	773.85	51471	.00	0	
60-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	396.67	51464	.00	0	
60-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	70.00	51464	.00	0	

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Total 601650000:							3,740.26		.00		
60-53500-210	WWTP PROFESSIONAL SERVI	1062	SJE	ELEC SENIOR SERVICE	CD99500683	11/02/2023	283.50	51351	.00	0	
60-53500-210	WWTP PROFESSIONAL SERVI	1062	SJE	MILEAGE	CD99500683	11/02/2023	27.60	51351	.00	0	
60-53500-210	WWTP PROFESSIONAL SERVI	1062	SJE	ENG-M	CD99500683	11/02/2023	30.00	51351	.00	0	
Total 6053500210:							341.10		.00		
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV2981	11/02/2023	196.60	51311	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV3007	11/02/2023	43.50	51311	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV3012	11/02/2023	43.50	51311	.00	0	
Total 6053500214:							283.60		.00		
60-53500-215	SLUDGE HAULING	5104	UNITED LIQUID WASTE RE	CAKE WASTE PICK UP	45088	11/13/2023	2,306.68	51395	.00	0	
Total 6053500215:							2,306.68		.00		
60-53500-251	WWTP IT MAINT & REPAIR	1810	CIVIC SYSTEMS LLC	ONSITE TRAINING-1 DAY	CVC23905	11/13/2023	222.50	51367	.00	0	
Total 6053500251:							222.50		.00		
60-53500-310	WWTP GEN OFFICE SUPPLIE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	.01	51422	.00	0	
Total 6053500310:							.01		.00		
60-53500-330	WWTP PROFESSIONAL DEVL	9017	US BANK	WISCONSIN WASTEWATER OPER CONFERENCE	1069-1003	11/13/2023	60.00	51402	.00	0	
60-53500-330	WWTP PROFESSIONAL DEVL	9017	US BANK	WISCONSIN WASTEWATER OPER CONFERENCE	1069-1003-1	11/13/2023	60.00	51402	.00	0	
Total 6053500330:							120.00		.00		
60-53500-340	WWTP GENERAL PLANT SUPP	9017	US BANK	PIGGLY WIGGLY	1069-1011	11/13/2023	68.74	51402	.00	0	
60-53500-340	WWTP GENERAL PLANT SUPP	2715	HACH COMPANY	DIPHENYL CARBAZONE RGT PP PK/100	13803274	11/13/2023	218.27	51376	.00	0	
60-53500-340	WWTP GENERAL PLANT SUPP	922831	CONSUMERS COOP OIL C	WWTP FUEL	154771-10	11/30/2023	21.52	51472	.00	0	

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Total 6053500340:							308.53		.00		
60-53500-343	WWTP FUEL	922831	CONSUMERS COOP OIL C	WWTP FUEL	154771-10	11/30/2023	51.06	51472	.00	0	
60-53500-343	WWTP FUEL	922831	CONSUMERS COOP OIL C	WWTP FUEL	154771-10	11/30/2023	69.69	51472	.00	0	
Total 6053500343:							120.75		.00		
60-53500-355	WWTP PLANT MAINT & REPAI	2942	JEFF'S PLUMBING & HEAT	COMMERCIAL EDGESTAR ICE MACHINE WITH INLINE FILTER	2023-10	11/02/2023	2,140.00	51332	.00	0	
60-53500-355	WWTP PLANT MAINT & REPAI	3456	MID-STATE EQUIPMENT	OIL FILTERS	I43765	11/28/2023	142.89	51427	.00	0	
Total 6053500355:							2,282.89		.00		
60-53500-361	WWTP COMMUNICATIONS	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	42.60	51402	.00	0	
60-53500-361	WWTP COMMUNICATIONS	1730	CHARTER COMMUNICATI	MONTHLY CHARTER BUSINESS SERVICE	82451160400	11/02/2023	144.97	51319	.00	0	
60-53500-361	WWTP COMMUNICATIONS	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	22.97	51416	.00	0	
60-53500-361	WWTP COMMUNICATIONS	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	8.43	51416	.00	0	
Total 6053500361:							218.97		.00		
60-53500-362	WWTP ELECTRIC/WATER EXP	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	5,913.23	51398	.00	0	
Total 6053500362:							5,913.23		.00		
60-53500-363	WWTP NATURAL GAS EXP	5600	WE ENERGIES	MONTHLY GAS SERVICE	00008-1023	11/02/2023	72.39	51358	.00	0	
Total 6053500363:							72.39		.00		
60-53500-390	WWTP MISCELLANEOUS EXP	3305	MERCY HEALTH SYSTEM	HEPATITIS B IMMUNIZATION	00024089-00	11/30/2023	59.00	51480	.00	0	
Total 6053500390:							59.00		.00		
60-53500-510	WWTP PROPERTY INSURANC	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	386.93	51471	.00	0	
Total 6053500510:							386.93		.00		
60-53500-511	WWTP LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	935.08	51471	.00	0	
60-53500-511	WWTP LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	79.33	51464	.00	0	
60-53500-511	WWTP LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	14.00	51464	.00	0	

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Total 6053500511:							1,028.41		.00		
60-53500-512	WORKERS COMPENSATION I	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	516.00	51471	.00	0	
Total 6053500512:							516.00		.00		
60-53500-620	WWTP INT ON LONG TERM D	5080	LAKE RIDGE BANK	\$270,000 SAN SEWER REVENUE BONDS-INTEREST	2023-10	11/02/2023	2,615.63	51361	.00	0	
60-53500-620	WWTP INT ON LONG TERM D	5080	LAKE RIDGE BANK	\$185,000 SEWER LOAN, 2016, 1ST STREET-INT	2023-10	11/02/2023	554.76	51361	.00	0	
Total 6053500620:							3,170.39		.00		
60-53510-350	SAN SEWER MAINT & REPAIR	1060	EVANSVILLE HARDWARE	ROPE YLLW POLY	124615	11/13/2023	9.59	51373	.00	0	
Total 6053510350:							9.59		.00		
60-53510-512	SAN SEWER WORK COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	91.14	51471	.00	0	
Total 6053510512:							91.14		.00		
60-53510-891	SEWER MAPPING	922795	ESRI-ENVIRONMENTAL SY	SEWER MAPPING	94595287	11/13/2023	550.00	51372	.00	0	
Total 6053510891:							550.00		.00		
60-53520-360	LIFT STATION UTILITIES	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	1,418.71	51398	.00	0	
60-53520-360	LIFT STATION UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE	00006-1023	11/02/2023	12.41	51358	.00	0	
Total 6053520360:							1,431.12		.00		
61-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	270.91	51471	.00	0	
61-1650000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	104.17	51464	.00	0	
Total 611650000:							375.08		.00		
61-53580-251	STWT IT MAINT & REPAIR	1810	CIVIC SYSTEMS LLC	ONSITE TRAINING-1 DAY	CVC23905	11/13/2023	111.25	51367	.00	0	
Total 6153580251:							111.25		.00		
61-53580-301	WATERWAY MAINTENANCE	9433	JEWELL ASSOC ENGINEE	LAKE LEOTA DAM REPAIRS	15362	11/13/2023	350.00	51380	.00	2023020	

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Total 6153580301:							350.00		.00		
61-53580-350	STORMWATER EQUIP MAINT	921738	1ST AYD CORPORATION	SHOWA 13 GUAGE FOAM NITRILE	PSI649001	11/02/2023	113.63	51310	.00	0	
Total 6153580350:							113.63		.00		
61-53580-511	STORMWATER LIABILITY INSU	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	20.83	51464	.00	0	
Total 6153580511:							20.83		.00		
61-53580-512	STORMWATER WORKERS CO	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	135.46	51471	.00	0	
Total 6153580512:							135.46		.00		
61-53580-620	INTEREST ON LONG-TERM DE	5080	LAKE RIDGE BANK	\$655,000 STWT REVENUE BONDS-INTEREST	2023-10	11/02/2023	6,345.31	51361	.00	0	
Total 6153580620:							6,345.31		.00		
61-53580-891	STWT MAPPING	922795	ESRI-ENVIRONMENTAL SY	STWT MAPPING	94595287	11/13/2023	550.00	51372	.00	0	
Total 6153580891:							550.00		.00		
62-1165000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	2,111.76	51471	.00	0	
62-1165000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	2,001.94	51471	.00	0	
62-1165000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	478.33	51464	.00	0	
Total 621165000:							4,592.03		.00		
62-2221000	Current Portion, L-T Debt	5520	WPPI ENERGY	AMI PROJECT LOAN PAYMENT	42-102023	11/29/2023	2,536.72	20132157	.00	0	
Total 622221000:							2,536.72		.00		
62-2238010	FEDERAL WITHHOLDING TAX	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 10/20/2023	PR1020231	11/13/2023	97.98	51399	.00	0	
62-2238010	FEDERAL WITHHOLDING TAX	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 11/3/2023	PR1103231	11/29/2023	140.26	20132151	.00	0	



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Total 622238010:							238.24		.00		
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 10/20/2023	PR1020231	11/13/2023	94.66	51399	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 10/20/2023	PR1020231	11/13/2023	821.60	51399	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 10/20/2023	PR1020231	11/13/2023	192.15	51399	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 10/20/2023	PR1020231	11/13/2023	192.15	51399	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 11/3/2023	PR1103231	11/29/2023	116.50	20132151	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 11/3/2023	PR1103231	11/29/2023	786.12	20132151	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 11/3/2023	PR1103231	11/29/2023	183.85	20132151	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 11/3/2023	PR1103231	11/29/2023	183.85	20132151	.00	0	
Total 622238040:							2,570.88		.00		
62-2238050	WIS WITHHOLDING TAX	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 10/20/2023	PR1020231	11/13/2023	55.50	51403	.00	0	
62-2238050	WIS WITHHOLDING TAX	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 11/3/2023	PR1103231	11/29/2023	77.91	20132154	.00	0	
Total 622238050:							133.41		.00		
62-51930-001	MISC GENERAL EXPENSES	1776	CINTAS CORPORATION	RESTOCK MEDICINE CABINET	8406483151	11/13/2023	62.56	51365	.00	0	
Total 6251930001:							62.56		.00		
62-51930-130	ELC SAFETY & PPE	9017	US BANK	MUNICIPAL ELECTRIC UTILITY	9139-1017	11/13/2023	60.00	51402	.00	0	
Total 6251930130:							60.00		.00		
62-51935-001	MAINT GENERAL PLANT	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140272741	11/28/2023	53.70	51410	.00	0	
Total 6251935001:							53.70		.00		
62-52427-002	INTEREST EXPENSE	2000	THE DEPOSITORY TRUST	\$1,575,000 WATER & ELECTRIC SYSTEM REVENUE BONDS 2019A	2023-10-1	11/13/2023	10,350.00	51401	.00	0	
62-52427-002	INTEREST EXPENSE	2000	THE DEPOSITORY TRUST	\$3,165,000 W&E SYSTEM REVENUE BONDS 2014A-PRINCIPAL	2023-10	11/13/2023	4,500.00	51401	.00	0	

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Total 6252427002:							14,850.00		.00		
62-52622-002	OPER POWER PURCHASED F	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	3,814.84	51398	.00		0
Total 6252622002:							3,814.84		.00		
62-52625-002	MAINT PUMP BUILDINGS & EQ	2175	ENERGENECS INC	NEW BATTERY	0046472-IN	11/02/2023	1,130.00	51327	.00		0
62-52625-002	MAINT PUMP BUILDINGS & EQ	90493	MIDWEST TESTING	WELL HOUSE WATER METER TEST MCCROMETER PROP	5992	11/28/2023	230.00	51428	.00		0
62-52625-002	MAINT PUMP BUILDINGS & EQ	90493	MIDWEST TESTING	WELL HOUSE WATER METER TEST BADGER MAG	5992	11/28/2023	230.00	51428	.00		0
62-52625-002	MAINT PUMP BUILDINGS & EQ	90493	MIDWEST TESTING	SERVICE FEE	5992	11/28/2023	165.00	51428	.00		0
Total 6252625002:							1,755.00		.00		
62-52631-002	OPER WATER TREATMENT CH	9218	WI STATE LABORATORY O	FLUORIDE/FLDFLUOR	758862	11/30/2023	92.00	51490	.00		0
62-52631-002	OPER WATER TREATMENT CH	3342	MARTELLE WATER TREAT	SODIUM HYPOCHLORITE BULK	26037	11/02/2023	878.70	51336	.00		0
62-52631-002	OPER WATER TREATMENT CH	3342	MARTELLE WATER TREAT	HYDROFLUOSILICIC ACID BULK	26037	11/02/2023	255.02	51336	.00		0
62-52631-002	OPER WATER TREATMENT CH	3342	MARTELLE WATER TREAT	AQUA MAG BULK	26037	11/02/2023	1,518.88	51336	.00		0
62-52631-002	OPER WATER TREATMENT CH	3342	MARTELLE WATER TREAT	FUEL SURCHARGE	26037	11/02/2023	30.00	51336	.00		0
Total 6252631002:							2,774.60		.00		
62-52652-002	MAINT SERVICES	9208	CORE & MAIN LP	5/8X1/8 RUBBER METER WASHER	T901214	11/30/2023	30.00	51473	.00		0
Total 6252652002:							30.00		.00		
62-52653-002	MAINT METERS	9208	CORE & MAIN LP	CHFSW11-133-LS #1 COPPERHORN 3/4 CONCAVE STYLE LESS SWIVELS	T901214	11/30/2023	750.00	51473	.00		0
62-52653-002	MAINT METERS	9208	CORE & MAIN LP	CHS8-33 3/4 MIP SWIVEL F/COPP	T901214	11/30/2023	155.00	51473	.00		0
Total 6252653002:							905.00		.00		
62-52902-002	OPER ACCOUNTING & COLLE	9017	US BANK	GOVERNMENT FINANCE OFFICE	2200-1016	11/13/2023	239.40	51402	.00		0
62-52902-002	OPER ACCOUNTING & COLLE	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35149583	11/02/2023	62.53	51330	.00		0
Total 6252902002:							301.93		.00		
62-52903-002	OPER READING & COLLECTIN	90741	STOP PROCESSING CENT	BILLER W1403 - WEBSITE SECURITY/ ACCESS FEE	20143	11/28/2023	18.12	51442	.00		0
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	INSERT PRINT FEE	248535	11/13/2023	596.77	51378	.00		0
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	INSERT PRINT FEE	248535	11/13/2023	143.31	51378	.00		0
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	INSERT PRINT FEE	250340	11/28/2023	596.45	51424	.00		0

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62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	INSERT PRINT FEE	250340	11/28/2023	141.97	51424	.00	0	
62-52903-002	OPER READING & COLLECTIN	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	1.19	51433	.00	0	
62-52903-002	OPER READING & COLLECTIN	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	2.57	51388	.00	0	
62-52903-002	OPER READING & COLLECTIN	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	1.76	51388	.00	0	
Total 6252903002:							1,502.14		.00		
62-52921-002	OPER OFFICE SUPPLIES & EX	1060	EVANSVILLE HARDWARE	BRUSH CUP FINE, MINWAX, EZ FINISH	124743	11/30/2023	51.73	51477	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	9.59	51422	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9196	ANSER SERVICES	BASE RATE	10395-11062	11/28/2023	157.50	51409	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	1090	AT&T	MONTHLY AT&T CHARGES	60888222811	11/28/2023	11.00	51411	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	19.55	51433	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	42.14	51388	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	28.86	51388	.00	0	
Total 6252921002:							320.37		.00		
62-52924-002	OPER PROPERTY INSURANC	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	1,000.97	51471	.00	0	
Total 6252924002:							1,000.97		.00		
62-52925-002	OPER INJURIES & DAMAGE	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	1,407.78	51471	.00	0	
62-52925-002	OPER INJURIES & DAMAGE	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	622.84	51471	.00	0	
62-52925-002	OPER INJURIES & DAMAGE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	95.67	51464	.00	0	
Total 6252925002:							2,126.29		.00		
62-52930-002	OPER MISC GENERAL EXPEN	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	387.89	51398	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	5600	WE ENERGIES	MONTHLY GAS SERVICE	00004-1023	11/02/2023	13.42	51358	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	5600	WE ENERGIES	MONTHLY GAS SERVICE	00009-1023	11/02/2023	38.60	51358	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	56.80	51402	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	30.62	51416	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	11.25	51416	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	922873	APG OF SOUTHERN WISC	PUBLIC NOTICE W & L	31209-1123-	11/30/2023	52.00	51467	.00	0	
Total 6252930002:							590.58		.00		
62-52930-251	IT SERVICE & EQUIP	1810	CIVIC SYSTEMS LLC	ONSITE TRAINING-1 DAY	CVC23905	11/13/2023	222.50	51367	.00	0	
62-52930-251	IT SERVICE & EQUIP	1850	COMPUTER KNOW HOW L	LENOVO THINKCENTRE 50S							

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				DESKTOP, KEYBORAD & MOUSE	39673	11/28/2023	878.00	51416	.00	0	
Total 6252930251:							1,100.50		.00		
62-52933-002	OPER TRANSPORTATIONS EX	3600	NAPA OF OREGON	NAPA OIL FILTER, 5W20 SYNTHETIC MOTOR OIL	384932	11/28/2023	48.82	51431	.00	0	
Total 6252933002:							48.82		.00		
62-52935-002	MAINT MAINTENANCE OF GE	1060	EVANSVILLE HARDWARE	FASTENERS	124509	11/30/2023	5.94	51477	.00	0	
62-52935-002	MAINT MAINTENANCE OF GE	1060	EVANSVILLE HARDWARE	SUBM UTILITY PUMP	124600	11/30/2023	109.99	51477	.00	0	
62-52935-002	MAINT MAINTENANCE OF GE	1060	EVANSVILLE HARDWARE	CEMENT PVC, PIP SCH40	124604	11/30/2023	16.98	51477	.00	0	
62-52935-002	MAINT MAINTENANCE OF GE	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	17083020111	11/28/2023	40.94	51445	.00	0	
Total 6252935002:							173.85		.00		
63-1107001	CONSTRUCTION WIP	90092	BORDER STATES ELECTRI	ALUT - 4/0-4/0-4-0-2/0UD-WAKEFOREST-AL-SN-1K GC	927207787	11/13/2023	4,513.00	51363	.00	0	23-11-0008-E-1
63-1107001	CONSTRUCTION WIP	9369	STUART C IRBY CO	ESNA PCT1-0240-4 15KV TERM W/1/0	S013521107.	11/13/2023	581.44	51392	.00	0	23-11-0008-E-1
63-1107001	CONSTRUCTION WIP	9369	STUART C IRBY CO	RIMA P625JD44U-POINT WAY JUNCTION	S013661687	11/13/2023	2,580.00	51392	.00	0	23-11-0048-M-1
63-1107001	CONSTRUCTION WIP	3457	MID-WEST TREE & EXCAV	13615 W FOREST RIDGE TRAIL - PLOW	21470	11/28/2023	2,419.20	51429	.00	0	23-11-0092-U-1
63-1107001	CONSTRUCTION WIP	3457	MID-WEST TREE & EXCAV	BORE	21470	11/28/2023	1,100.00	51429	.00	0	23-11-0092-U-1
63-1107001	CONSTRUCTION WIP	3457	MID-WEST TREE & EXCAV	PULL IN WIRE	21470	11/28/2023	700.00	51429	.00	0	23-11-0092-U-1
63-1107001	CONSTRUCTION WIP	3457	MID-WEST TREE & EXCAV	18324 HWY 59 LARSON DAIRY -M BORE	21471	11/30/2023	1,210.00	51482	.00	0	23-11-0093-M-1
63-1107001	CONSTRUCTION WIP	3457	MID-WEST TREE & EXCAV	EXPAND BORE 1 2"	21471	11/30/2023	495.00	51482	.00	0	23-11-0093-M-1
63-1107001	CONSTRUCTION WIP	3457	MID-WEST TREE & EXCAV	EXPAND BORE 1 2"	21471	11/30/2023	495.00	51482	.00	0	23-11-0093-M-1
63-1107001	CONSTRUCTION WIP	922915	RAILPROS	STANDARD SHIFT (DAYS)	MJ44288202	11/02/2023	1,018.00	51345	.00	0	23-11-0008-E-1
63-1107001	CONSTRUCTION WIP	922915	RAILPROS	UTILITY OBSERVATION - SURCHARGE	MJEW2309	11/02/2023	200.00	51345	.00	0	23-11-0008-E-1
63-1107001	CONSTRUCTION WIP	922915	RAILPROS	UTILITY OBSERVATION - MOBILIZATION	MJEW2309	11/02/2023	1,000.00	51345	.00	0	23-11-0008-E-1
63-1107001	CONSTRUCTION WIP	922915	RAILPROS	UTILITY OBSERVATION - WEEKDAYS	MJEW2309	11/02/2023	1,400.00	51345	.00	0	23-11-0008-E-1
Total 631107001:							17,711.64		.00		
63-1107002	CONSTRUCTION WIP	4422	SCHLITTLER CONSTRUCT	BACKFILL SIDEWALKS	11838	11/28/2023	1,175.00	51437	.00	0	23-25-0006-E-1
Total 631107002:							1,175.00		.00		
63-1143010	Other Accts Rec.-Solar Buyback	5520	WPPI ENERGY	RENEWABLE ENERGY VOLUME DISCOUNT	42-102023	11/29/2023	60.00	20132157	.00	0	

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Total 631143010:							60.00		.00		
63-1150001	INVENTORY - ELECTRIC	1060	EVANSVILLE HARDWARE	PADLOCK, 0464	124638	11/30/2023	735.00	51477	.00	0	
63-1150001	INVENTORY - ELECTRIC	9208	CORE & MAIN LP	HYDRANT EXTENSION, 12"	T901214	11/30/2023	1,075.00	51473	.00	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	URD 200AMP LOAD BREAK ELBOW	3011048	11/28/2023	985.65	51435	.00	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	URD 200AMP LOAD BREAK ELBOW	3011896	11/30/2023	657.10	51485	.00	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	URD 200AMP LOAD BREAK ELBOW	3005469	11/28/2023	1,133.64	51435	.00	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	SHRINK TUBE SEALING KIT, 8452 CABLE #2-4/0 ELBOW	3005469	11/28/2023	1,608.00	51435	.00	0	
Total 631150001:							6,194.39		.00		
63-1165000	PREPAYMENTS	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	7,224.92	51471	.00	0	
63-1165000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	3,576.80	51471	.00	0	
63-1165000	PREPAYMENTS	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	1,245.69	51471	.00	0	
63-1165000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	3,717.89	51471	.00	0	
63-1165000	PREPAYMENTS	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	1,372.50	51464	.00	0	
Total 631165000:							17,137.80		.00		
63-1368001	LINE TRANSFORMERS-E	922914	B & B TRANSFORMER, INC	12470GY/7200 120/240 NO TAP IMP1.8 SER#B1710855165	28491	11/02/2023	1,795.00	51314	.00	0	
Total 631368001:							1,795.00		.00		
63-1368011	LINE TRANSFORMERS-A	922914	B & B TRANSFORMER, INC	ERMCO SER#71710748092	28491	11/02/2023	695.00	51314	.00	0	
Total 631368011:							695.00		.00		
63-2238080	WI SALES TAX	5560	WISCONSIN DEPT OF REV	SALES USE TAX	2023-10 SAL	11/29/2023	9,914.41	20132156	.00	0	
Total 632238080:							9,914.41		.00		
63-2253021	DFD CREDITS-PB-ENERGY C	922872	CHRIS EAGER	ELECTRIC VEHICLE CHARGER REBATE	2023 ELECT	11/28/2023	250.00	51414	.00	0	
Total 632253021:							250.00		.00		
63-2253031	PUBLIC BENEFIT REVENUE	91020	SEERA	FOCUS ON ENERGY - SEPT PAYMENT	2023-09	11/28/2023	2,468.54	51439	.00	0	
63-2253031	PUBLIC BENEFIT REVENUE	91020	SEERA	FOCUS ON ENERGY - OCT PAYMENT	2023-10	11/28/2023	2,467.25	51439	.00	0	
63-2253031	PUBLIC BENEFIT REVENUE	922918	ECUMENICAL CARE CLOS	EVANSVILLE W & L DONATION	2023-11	11/13/2023	250.00	51397	.00	0	

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Total 632253031:							5,185.79		.00		
63-41400-001	OPERATING & OTHER REVEN	5560	WISCONSIN DEPT OF REV	SALES USE TAX-DISCOUNT	2023-10 SAL	11/29/2023	74.36-	20132156	.00	0	
Total 6341400001:							74.36-		.00		
63-41442-062	MUNICIPAL GREEN POWER	5520	WPPI ENERGY	GREEN POWER	42-102023	11/29/2023	524.00	20132157	.00	0	
Total 6341442062:							524.00		.00		
63-51427-300	INTEREST EXPENSE	2000	THE DEPOSITORY TRUST	\$1,575,000 WATER & ELECTRIC SYSTEM REVENUE BONDS 2019A	2023-10-1	11/13/2023	6,600.00	51401	.00	0	
63-51427-300	INTEREST EXPENSE	2000	THE DEPOSITORY TRUST	\$3,165,000 W&E SYSTEM REVENUE BONDS 2014A-PRINCIPAL	2023-10	11/13/2023	6,155.00	51401	.00	0	
Total 6351427300:							12,755.00		.00		
63-51555-300	POWER PURCHASED	5520	WPPI ENERGY	PURCHASED POWER	42-102023	11/29/2023	421,423.17	20132157	.00	0	
Total 6351555300:							421,423.17		.00		
63-51582-300	OPER SUBSTATION EXPENSE	9133	FORSTER ELECTRICAL E	E02-22D UTL ADDITION PLANNING	24903	11/02/2023	1,402.50	51328	.00	2023023	
63-51582-300	OPER SUBSTATION EXPENSE	2977	JORDAN TRANSFORMER	TRANSFORMER REMANUFACTURE	15305	11/30/2023	65,268.45	51478	.00	0	
Total 6351582300:							66,670.95		.00		
63-51586-300	OPER METER EXPENSE	1060	EVANSVILLE HARDWARE	18-8 FLAT WASH, FASTENERS	124732	11/30/2023	74.36	51477	.00	0	
Total 6351586300:							74.36		.00		
63-51592-300	SUBSTATION MAINTENANCE	1060	EVANSVILLE HARDWARE	PLUG 1" BLACK	124776	11/30/2023	13.95	51477	.00	0	
63-51592-300	SUBSTATION MAINTENANCE	1475	REVERE ELECTRIC SUPPL	COPP XHHW-2 10 STR BROWN 500R	S5014849.00	11/02/2023	153.35	51346	.00	0	
63-51592-300	SUBSTATION MAINTENANCE	90092	BORDER STATES ELECTRI	VOLT 420 AMPERE TRANSRUPTER II	927241513	11/30/2023	65,345.45	51468	.00	0	
63-51592-300	SUBSTATION MAINTENANCE	922914	B & B TRANSFORMER, INC	KVA416 AMP548 VOLT7620 COOPER SER#0750020454	28491	11/02/2023	6,497.00	51314	.00	0	
63-51592-300	SUBSTATION MAINTENANCE	922914	B & B TRANSFORMER, INC	PALLET	28491	11/02/2023	12.00	51314	.00	0	
63-51592-300	SUBSTATION MAINTENANCE	922914	B & B TRANSFORMER INC.	IZ 2R5 0A7	28526	11/13/2023	115.00	51362	.00	0	
Total 6351592300:							72,136.75		.00		
63-51594-300	UG LINE MAINENANCE	5060	ALCIVIA	LAWN-MADISON PARKS	1605800-102	11/30/2023	119.22	51465	.00	0	
63-51594-300	UG LINE MAINENANCE	3449	MID-AMERICAN RESEARC	DE-ICER SPRAY	0803510-IN	11/13/2023	134.37	51386	.00	0	
63-51594-300	UG LINE MAINENANCE	922881	USIC LOCATING SERVICE	FUEL SURCHARGE	616106FS	11/02/2023	54.60	51357	.00	0	

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
63-51594-300	UG LINE MAINENANCE	922881	USIC LOCATING SERVICE	AFTER HOURS	622749	11/28/2023	40.00	51446	.00	0	
63-51594-300	UG LINE MAINENANCE	922881	USIC LOCATING SERVICE	EMERGENCY NORMAL HOURS	622749	11/28/2023	40.00	51446	.00	0	
63-51594-300	UG LINE MAINENANCE	922881	USIC LOCATING SERVICE	PER TICKET	622749	11/28/2023	1,963.50	51446	.00	0	
63-51594-300	UG LINE MAINENANCE	922881	USIC LOCATING SERVICE	PROJECT TIME	622749	11/28/2023	825.00	51446	.00	0	
Total 6351594300:							3,176.69		.00		
63-51594-891	LINE MAPPING	922795	ESRI-ENVIRONMENTAL SY	LINE MAPPING	94595287	11/13/2023	550.00	51372	.00	0	
Total 6351594891:							550.00		.00		
63-51902-300	ACCT & COLLECTING EXPENS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35149583	11/02/2023	116.12	51330	.00	0	
Total 6351902300:							116.12		.00		
63-51902-361	COMMUNICATION EXPENSE	9017	US BANK	GOOGLE GSUITE	6123-1001	11/13/2023	142.00	51402	.00	0	
63-51902-361	COMMUNICATION EXPENSE	1850	COMPUTER KNOW HOW L	MICROSOFT 365	BDR-1103	11/28/2023	76.56	51416	.00	0	
63-51902-361	COMMUNICATION EXPENSE	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	BDR-1103	11/28/2023	28.11	51416	.00	0	
63-51902-361	COMMUNICATION EXPENSE	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0614807934	11/30/2023	18.00	51486	.00	0	
Total 6351902361:							264.67		.00		
63-51903-300	BILLING SUPLIES AND EXPEN	5520	WPPI ENERGY	SUPPORT SERVICES-OCT	42-102023	11/29/2023	2,291.40	20132157	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	INSERT PRINT FEE	248535	11/13/2023	1,108.28	51378	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	INSERT PRINT FEE	248535	11/13/2023	266.14	51378	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	INSERT PRINT FEE	248535	11/13/2023	72.91	51378	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	INSERT PRINT FEE	250340	11/28/2023	1,107.68	51424	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	INSERT PRINT FEE	250340	11/28/2023	263.65	51424	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	INSERT PRINT FEE	250340	11/28/2023	75.84	51424	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	4.23	51433	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	9.12	51388	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	6.25	51388	.00	0	
Total 6351903300:							5,205.50		.00		
63-51920-210	ADMINISTRATIVE PRO SERVI	1885	CONSIGNY LAW FIRM SC	ATTY FEES-	9831-70-10	11/13/2023	240.50	51368	.00	0	
63-51920-210	ADMINISTRATIVE PRO SERVI	9133	FORSTER ELECTRICAL E	E02-21C ELECTRIC CONSTRUCTION	24902	11/02/2023	72.50	51328	.00	0	
63-51920-210	ADMINISTRATIVE PRO SERVI	9133	FORSTER ELECTRICAL E	E02-23F TDS POLE ATTACHMENTS	24905	11/02/2023	72.50	51328	.00	0	
Total 6351920210:							385.50		.00		
63-51921-300	OFFICE SUPPLIES & EXPENS	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14442720	11/28/2023	25.07	51422	.00	0	

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
63-51921-300	OFFICE SUPPLIES & EXPENS	2763	QUADIENT FINANCE USA I	SUPPLIES - INK CARTRIDGE	17169131	11/28/2023	34.29	51433	.00	0	
63-51921-300	OFFICE SUPPLIES & EXPENS	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-10	11/13/2023	73.89	51388	.00	0	
63-51921-300	OFFICE SUPPLIES & EXPENS	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	Q1050203	11/13/2023	50.61	51388	.00	0	
Total 6351921300:							183.86		.00		
63-51921-361	COMMUNICATION EXPENSE	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	17083050111	11/13/2023	23.00	51393	.00	0	
63-51921-361	COMMUNICATION EXPENSE	9196	ANSER SERVICES	BASE RATE	10395-11062	11/28/2023	292.50	51409	.00	0	
Total 6351921361:							315.50		.00		
63-51924-300	PROPERTY INSURANCE	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	IN000015245	11/30/2023	1,858.95	51471	.00	0	
Total 6351924300:							1,858.95		.00		
63-51925-511	LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	GENERAL/AUTO LIABILITY INSURANCE	IN000015243	11/30/2023	5,366.55	51471	.00	0	
63-51925-511	LIABILITY INSURANCE	1040	AEGIS CORP-WORKERS C	CRIME/POSITION SCHEDULE BOND/BOILER	7412-7413-7	11/30/2023	274.50	51464	.00	0	
Total 6351925511:							5,641.05		.00		
63-51926-512	WORKERS COMPENSATION	1870	COMMUNITY INSURANCE	WORKERS COMP INSURANCE	IN000015244	11/30/2023	1,788.29	51471	.00	0	
Total 6351926512:							1,788.29		.00		
63-51930-130	SAFETY EQUIPMENT AND PP	9017	US BANK	BASHLIN INDUSTRIES INC	9139-0928	11/13/2023	159.30	51402	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	9017	US BANK	MUNICIPAL ELECTRIC UTILITY	9139-1017	11/13/2023	210.00	51402	.00	0	
Total 6351930130:							369.30		.00		
63-51930-251	IT SERVICE AND EQUIPMENT	1810	CIVIC SYSTEMS LLC	ONSITE TRAINING-1 DAY	CVC23905	11/13/2023	686.04	51367	.00	0	
63-51930-251	IT SERVICE AND EQUIPMENT	1850	COMPUTER KNOW HOW L	LENOVO THINKCENTRE 50S DESKTOP, KEYBORAD & MOUSE, WEB CAMERA, WIFI	39693	11/28/2023	561.25	51416	.00	0	
63-51930-251	IT SERVICE AND EQUIPMENT	90741	STOP PROCESSING CENT	BILLER W1403 SIGNUPS & INTERNET ACCESS FEE	20143	11/28/2023	33.65	51442	.00	0	
Total 6351930251:							1,280.94		.00		
63-51930-300	MISC GENERAL EXPENSES	9017	US BANK	GOVERNMENT FINANCE OFFICE	2200-1016	11/13/2023	478.80	51402	.00	0	
63-51930-300	MISC GENERAL EXPENSES	922873	APG OF SOUTHERN WISC	PUBLIC NOTICE W & L	31209-1123-	11/30/2023	96.58	51467	.00	0	



Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
Total 6351930300:							575.38		.00		
63-51930-330	PROFESSIONAL DEV/TRAININ	9017	US BANK	FESTIVAL FOODS	9139-1012	11/13/2023	33.00	51402	.00		0
63-51930-330	PROFESSIONAL DEV/TRAININ	3560	MUNICIPAL ELECTRIC UTI	95TH ANNIVERSARY CELEBRATION	102323-11	11/02/2023	170.00	51342	.00		0
Total 6351930330:							203.00		.00		
63-51930-340	TOOL AND EQUIPMENT	3600	NAPA OF OREGON	NIGHT VISION 2 PK	384750	11/30/2023	45.31	51484	.00		0
63-51930-340	TOOL AND EQUIPMENT	3600	NAPA OF OREGON	NIGHT VISION 2 PK	386569	11/30/2023	45.31-	51484	.00		0
Total 6351930340:							.00		.00		
63-51930-343	TRANSPORTATION FUEL	922831	CONSUMERS COOP OIL C	W&I - FUEL	154798-0923	11/02/2023	1,261.22	51323	.00		0
Total 6351930343:							1,261.22		.00		
63-51930-350	TRANSPORTATION MAINTENA	9173	UTILITY SALES & SERVICE	SERVICE LABOR	0076316-IN	11/13/2023	1,080.00	51396	.00		0
63-51930-350	TRANSPORTATION MAINTENA	9173	UTILITY SALES & SERVICE	SHOP SUPPLIES	0076316-IN	11/13/2023	75.60	51396	.00		0
63-51930-350	TRANSPORTATION MAINTENA	9173	UTILITY SALES & SERVICE	KIT SEAL OUTRIGGER VALVE Y4847A	0076316-IN	11/13/2023	20.00	51396	.00		0
63-51930-350	TRANSPORTATION MAINTENA	9173	UTILITY SALES & SERVICE	CARTRIDGE HLDING OUTRGGR VALVE Y4374	0076316-IN	11/13/2023	152.00	51396	.00		0
63-51930-350	TRANSPORTATION MAINTENA	9173	UTILITY SALES & SERVICE	ENVIRONMENTAL CHARGE	0076316-IN	11/13/2023	8.00	51396	.00		0
63-51930-350	TRANSPORTATION MAINTENA	9173	UTILITY SALES & SERVICE	PICKUP AND DELIVERY 576 MILES	0076316-IN	11/13/2023	1,152.00	51396	.00		0
Total 6351930350:							2,487.60		.00		
63-51930-840	TRANSPORTATION EQUIPME	9173	UTILITY SALES & SERVICE	ROPE 1" X 60' STABLEBRAID	0213647-IN	11/30/2023	350.00	51487	.00		0
Total 6351930840:							350.00		.00		
63-51932-300	BUILDING AND PLANT MAINTEN	1060	EVANSVILLE HARDWARE	33# PROPANE FILLED	124785	11/30/2023	76.98	51477	.00		0
63-51932-300	BUILDING AND PLANT MAINTEN	1060	EVANSVILLE HARDWARE	MLW RECIP, KEYDRAFTER, KEY SCHLAGE	124805	11/30/2023	58.90	51477	.00		0
Total 6351932300:							135.88		.00		
63-51932-360	BUILDING & PLANT UTILITY C	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-10	11/13/2023	988.76	51398	.00		0
63-51932-360	BUILDING & PLANT UTILITY C	5600	WE ENERGIES	MONTHLY GAS SERVICE	00004-1023	11/02/2023	24.93	51358	.00		0
63-51932-360	BUILDING & PLANT UTILITY C	5600	WE ENERGIES	MONTHLY GAS SERVICE	00009-1023	11/02/2023	71.70	51358	.00		0
63-51932-360	BUILDING & PLANT UTILITY C	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	17083020111	11/28/2023	76.03	51445	.00		0

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
Total 6351932360:							1,161.42		.00		
Grand Totals:							3,130,684.91		.00		



**CITY OF EVANSVILLE  
RESOLUTION #2023-41**

*Allocating City of Evansville's ARPA Funds*

**WHEREAS**, the City of Evansville Received \$569,396.94 in ARPA funds from the Federal Government;

**WHEREAS**, the City of Evansville Common Council and department staff met as Committee of the Whole on January 21<sup>st</sup>, 2022 and discussed possible allocations and priorities;

**WHEREAS**, the City allocated \$395,000 of the total funding through resolution 2023-05, leaving \$174,396.94 of ARPA funds unallocated;

**WHEREAS**, the City of Evansville Common Council and City Administrator have acknowledged the community's desire to expand recreation and youth programming within the City and recognize current facilities do not meet the needs of future programming.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Common Council of the City of Evansville that the City of Evansville allocates ARPA funds in the following amounts:

\$150,000 towards site acquisition, property ownership, debt settlement, clean-up, and feasibility analysis for the location of a youth and recreation center, and;

Subject to funding and feasibility analysis outcomes, the funds may also contribute towards the engineering, architectural, and public communication plans and materials for a new facility or placing the development ready site on the market for development by another party to meet the needs of the community.

Leaving the remaining \$24,396.94 to be allocated by Common Council before December 31<sup>st</sup>, 2024 for uses that may include building improvements, parks, recreation, public works, development incentives, or police equipment.

Passed and adopted this 12<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Dianne C. Duggan, Mayor

ATTEST:

\_\_\_\_\_  
Leah Hurtley, City Clerk

Introduced: 12/12/2023  
Adopted: 12/12/2023  
Published: 12/\_\_\_/2023



**City of Evansville**  
**RESOLUTION 2023-39**

***Commending Mark Sendelbach for his Service to the City of Evansville***

**WHEREAS**, Mark Sendelbach began his esteemed career serving the City of Evansville on August 18, 1986; and

**WHEREAS**, Mark diligently served Evansville Water and Light customers as a Meter Reader from 1986-1988; and

**WHEREAS**, Mark began his career in the trades as a Lineman Apprentice from 1988-1992, and an accredited Lineman in 1992; and

**WHEREAS**, Mark has earned the admiration and respect of the city and his peers being promoted to Line Foreman from 2009-2011; and

**WHEREAS**, Mark was appointed by Council to the position of Water and Light Superintendent and Municipal Services Director from 2012 to his retirement in 2018, and returned to serve as Interim Municipal Services Director on March 20, 2023; and

**WHEREAS**, Mark was instrumental driving force behind the City's conversion to AMI meters, and other technological advances in the utility's history; and

**WHEREAS**, Mark spearheaded Evansville Water & Light's accreditation with The American Public Power Association's Reliable Public Power Provider (RP3) program recognizing utilities that demonstrate high proficiency in reliability, safety, workforce development, and system improvement and has seen that achievement repeated twice more.; and

**WHEREAS**, in 2016 Mark improved Leonard Leota Park by diligently designing and implementing the disc golf course; and

**WHEREAS**, Mark's commitment to community stretched beyond his department and city serving as a volunteer Firefighter for 27 years with the Evansville Fire District from 1987 to 2014. Many times being the first Firefighter at the Fire Station; and

**WHEREAS**, Mark has shown compassion and strong leadership supervising countless crew members during immeasurable storms and emergency responses. Mark greatly values teamwork and developed strong, trusting relationships with staff, administration, elected officials, area developers, contractors and engineers; and

**WHEREAS**, Mark retired from City employment on January 22, 2018 and completed his interim work on November 14, 2023; and

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Common Council, on behalf of all citizens of Evansville, customers of Evansville Water and Light Utility, do hereby commend and thank Mark Sendelbach for his thirty-three years of dedicated, trusted, and friendly service to our community, and wish for him to enjoy his retirement with continued success, happiness, and good health in the years to come.

Passed and adopted this 12<sup>th</sup> day of December, 2023.

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Dianne C. Duggan, Mayor

Introduced: 12/12/2023  
Adoption: 12/12/2023  
Publication: 12/15/2023

ATTEST:

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Leah Hurtley, City Clerk



CITY OF EVANSVILLE  
ORDINANCE #2023-12

AMENDING CHAPTER 106, STREETS, SIDEWALKS AND OTHER PUBLIC  
PLACES<sup>1</sup>

The Common Council of the City of Evansville, Rock County, Wisconsin, amend  
Evansville Municipal Code Chapter 106 as follows:

\*\*\*\*\*

Chapter 106  
STREETS, SIDEWALKS AND OTHER PUBLIC PLACES<sup>2</sup>

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<sup>1</sup> **Cross references:** Any ordinance for the establishment of grades, curblines and widths of sidewalks in the public streets and alleys saved from repeal, § 1-10(2); any ordinance for the lighting of streets and alleys saved from repeal, § 1-10(5); any ordinance for the establishment of the grade of a street saved from repeal, § 1-10(6); any ordinance for the naming and changing of names of streets, alleys, public grounds and parks saved from repeal, § 1-10(8); buildings and building regulations, ch. 18; cemeteries, ch. 26; libraries, ch. 74; parks and recreation, ch. 86; peddlers and solicitors, ch. 90; use of streets and sidewalks by peddlers and solicitors, § 90-7; planning, ch. 94; vehicles or equipment damaging streets or bridges, § 106-2; subdivisions, ch. 110; design and layout standards for sidewalks, § 110-160; telecommunications, ch. 118; traffic and vehicles, ch. 122; operation of vehicles on one-way streets, § 122-63; repair of vehicles on street, § 122-125; riding bicycles on sidewalks, § 122-233; trains blocking streets, § 122-291; utilities, ch. 126; zoning, ch. 130; manufactured homes and trailers, § 130-1241.

<sup>2</sup> **Cross references:** Any ordinance for the establishment of grades, curblines and widths of sidewalks in the public streets and alleys saved from repeal, § 1-10(2); any ordinance for the lighting of streets and alleys saved from repeal, § 1-10(5); any ordinance for the establishment of the grade of a street saved from repeal, § 1-10(6); any ordinance for the naming and changing of names of streets, alleys, public grounds and parks saved from repeal, § 1-10(8); buildings and building regulations, ch. 18; cemeteries, ch. 26; libraries, ch. 74; parks and recreation, ch. 86; peddlers and solicitors, ch. 90; use of streets and sidewalks by peddlers and solicitors, § 90-7; planning, ch. 94; vehicles or equipment damaging streets or bridges, § 106-2; subdivisions, ch. 110; design and layout standards for sidewalks, § 110-160; telecommunications, ch. 118; traffic and vehicles, ch. 122; operation of vehicles on one-way streets, § 122-63; repair of vehicles on street, § 122-125; riding bicycles on sidewalks, § 122-233; trains blocking streets, § 122-291; utilities, ch. 126; zoning, ch. 130; manufactured homes and trailers, § 130-1241.



## **Article I. In General**

- Sec. 106-1. Penalty.
- Sec. 106-2. Vehicles or equipment damaging streets or bridges.
- Sec. 106-3. Implements of Husbandry and Agricultural Commercial Vehicles
- Secs. 106-4--106-30. Reserved.

## **Article II. Streets**

### **Division 1. Generally**

- Sec. 106-31. Width of improved roadways; construction standards.
- Sec. 106-32. Use of right-of-way by abutting property owner.
- Sec. 106-33. Grades.
- Sec. 106-34. Burning material in street.
- Sec. 106-35. Pushing of snow into right-of-way
- Sec. 106-36. Pushing of yard waste into right-of-way
- Secs. 106-37--106-50 Reserved.

### **Division 2. Streetlights**

- Sec. 106-51. Installation in new developments.
- Sec. 106-52. Installation in existing developments.
- Secs. 106-53--106-80 Reserved.

## **Article III. Sidewalks**

### **Division 1. Generally**

- Sec. 106-81. Construction.
- Sec. 106-82. Use.
- Secs. 106-83-106-100 Reserved.

### **Division 2. Snow and Ice Removal**

- Sec. 106-101. Penalty.
- Sec. 106-102. -Removal required.
- Sec. 106-103. Removal by city authorized; payment of costs.
- Sec. 106-104. Determination of expense for work done by city.
- Sec. 106-105. Notice of violation.
- Secs. 106-106-106-130 Reserved.

## **Article IV. Excavations**

- Sec. 106-131. Definitions.
- Sec. 106-132. Permit required.
- Sec. 106-133. Application for permit; bond.
- Sec. 106-134. -Insurance.

- Sec. 106-135. Limitation on rights granted by permit.
- Sec. 106-136. Restoration of surface.
- Sec. 106-137. Notice to police department.
- Sec. 106-138. Repair by city.
- Sec. 106-139. Inspection of sewer connections.
- Secs. 106-140-106-160 Reserved.

### **Article V. Obstructions**

- Sec. 106-161. Prohibited.
- Sec. 106-162. Closure by order of Chief of Police
- Sec. 106-163. Closure by Application
- Secs. 106-164-106-190 Reserved.

### **Article VI. Street Trees**

- Sec. 106-191. ~~City forester~~City Forester.
- Sec. 106-192. Authority to make additional regulations.
- Sec. 106-193. Trimming of trees overhanging street or sidewalk.
- Sec. 106-194. Authority of city to trim trees.
- Sec. 106-195. Planting permit.
- Sec. 106-196. Injuring trees or obstructing growth.
- Sec. 106-197. Attaching objects to trees or supports.
- Sec. 106-198. Hedges.
- Sec. 106-199. Trimming or removal of trees in terraces and tree courts.
- Sec. 106-200. Responsibility of property owner for trees on private property.
- Sec. 106-201. Public nuisances.
- Secs. 106-202-106-230 Reserved.

### **Article VII. Public Works**

#### **Division 1. Generally**

- Secs. 106-231-106-250 Reserved.

#### **Division 2. Assessments Generally**

- Sec. 106-251. Sanitary sewers.
- Sec. 106-252. Sewer mains and lift stations.
- Sec. 106-253. Curbs and gutters.
- Sec. 106-254. Water mains.
- Sec. 106-255. Sidewalks.
- Sec. 106-256. Method of assessment; payment.
- Sec. 106-257. Deferred special assessments.
- Secs. 106-258-106-280. Reserved.

### **Division 3. Assessment Procedures**

- Sec. 106-281. Alternative procedure created.
- Sec. 106-282. Initial resolution.
- Sec. 106-283. Determination and levy of assessment.
- Sec. 106-284. Notice of hearing.
- Sec. 106-285. Lien.
- Sec. 106-286. Appeals.
- Secs. 106-287-106-310 Reserved.

### **Division 4. Construction by City**

- Sec. 106-311. Authorized.
- Secs. 106-312-106-340 Reserved.

### **Article VIII. Numbering System**

- Sec. 106-341. Numbering of buildings required.
- Sec. 106-342. Assignment of numbers.
- Sec. 106-343. Size, color and location of numbers.
- Sec. 106-344. Altering assigned number.
- Sec. 106-345. Reassignment or correction of numbers.
- Secs. 106-346-106-379 Reserved.

### **Article IX. Wireless Telecommunications Facilities in the Right-of-Way**

- Sec. 106-380. Definitions.
- Sec. 106-381. Purpose.
- Sec. 106-382. Scope.
- Sec. 106-383. Nondiscrimination.
- Sec. 106-384. Administration.
- Sec. 106-385. Application.
- Sec. 106-386. General Standards.
- Sec. 106-387. Application Processing and Appeal.
- Sec. 106-388. Revocation.
- Sec. 106-389. Relocation.
- Sec. 106-390. Abandonment.
- Sec. 106-391. Restoration.
- Sec. 106-392. Severability.

## ARTICLE I. IN GENERAL

### Sec. 106-1. Penalty.

(a) Any person who shall violate any provision of this chapter shall be subject to a penalty as provided in section 1-11.

(Code 1986, § 8.20)

### Sec. 106-2. Vehicles or equipment damaging streets or bridges.<sup>3</sup>

(a) No person shall operate any vehicle or equipment over the streets, alleys or bridges which could reasonably be expected to damage such streets, alleys or bridges.

(Code 1986, § 8.03)

### Sec. 106-3 Implements of Husbandry and Agricultural Commercial Vehicles

(a) The City, without revoking its rights under 106-2, authorizes operation on all streets implements of husbandry as defined in Sec. 340.01 (24) (see Act 377) and agricultural commercial vehicles as defined in Sec. 340.01 (1o) (see Act 377) to operate in excess of any length and weight limitations imposed by Chapter 348 of Wis. Statutes. However, all implements of husbandry and agricultural commercial vehicles are still bound to follow seasonal and special postings and any postings on highway bridges or culverts under Sec. 349.16 of Wis. Statutes. *Sec. 348.27 (19)(b)5.a. of Wis. Statutes (as provided by 2013 Wis. Act 377)*

(Ord. 2015-05)

### Secs. 106-4--106-30. Reserved.

## ARTICLE II. STREETS

### DIVISION 1. GENERALLY

### Sec. 106-31. Width of improved roadways; construction standards.

(a) On all four-rod streets, the improved roadway shall be not less than two rods wide from curb to curb.

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<sup>3</sup> **Cross references:** Streets, sidewalks and other public places, ch. 106.

(b) On all three-rod streets, the improved roadway shall be not less than 28 1/2 feet.

(c) All streets constructed in the city shall be constructed according to the construction standards and policies adopted by the ~~city council~~Common Council on October 10, 1989, or as may be amended thereafter. A copy of the construction standards and policies shall be maintained in the office of the ~~clerk-treasurer~~City Clerk and at such other locations as the ~~city council~~Common Council may designate for inspection by interested parties.

(Code 1986, § 8.01(1))

**Sec. 106-32. Use of right-of-way by abutting property owner.**

(a) Any property owner may use that portion of the street right-of-way not included in the roadway for planting of trees, building of sidewalks and making a terrace provided such improvements shall be confined to within one rod of the property line on all four-rod streets where there is no curblin and within 10 1/2 feet of the property line on all three-rod streets where there is no curblin.

(Code 1986, § 8.01(2))

**Sec. 106-33. Grades.**

(a) Street grades shall be established by ordinance on file with the ~~clerk-treasurer~~City Clerk.

(Code 1986, § 8.015(1))

**Sec. 106-34. Burning material in street.**

(a) No person shall burn any material in any street in the city.

(Code 1986, § 8.04)

**Sec. 106-35. Pushing of snow into right-of-way.**

(a) For the safety of the public during snow events, persons or entities engaged in snow and ice removal shall not push, plow, or blow the same onto or across City streets. Snow and ice shall be placed or deposited upon the private property of the owner or resident causing such placement or deposit, or upon the right-of-way abutting the same property from which it was removed.

(Ord. 2018-04)

**Sec. 106-36. Pushing of yard waste into right-of-way.**

(a) In the public's interest, to reduce flooding caused by storm water system blockage and reduce costs to clear such blockage, persons or entities engaged in gathering leaves and yard waste shall not place or blow the same onto or across City streets. Yard waste includes but is not limited to lawn clippings, leaves, dirt, straw, ashes, rubbish, debris, litter or other refuse matter. Yard waste shall be placed or deposited upon the private property of the owner or resident causing such placement or deposit, or upon the right-of-way abutting the same property from which it was removed. Yard waste gathered for collection by the City or other service provider shall be contained in bags or containers so as to not cause yard waste debris to be blown or spilled onto or across City streets. This subsection shall not apply when leaves and yard waste are blown from the originating property of placement by wind or when placed as instructed by the City for seasonal collection.

(Ord. 2018-04)

**Secs. 106-37--106-50. Reserved.**

(Ord. 2018-04)

DIVISION 2. STREETLIGHTS

**Sec. 106-51. Installation in new developments.**

(a) Streetlights and streetlight easements shall be planned and recorded before final approval of a land division map or certified survey. Streetlights shall be placed two (2) at each intersection and every 250' or mid-block, whichever is greater.

(Code 1986, § 8.12(1), Ord. 2023-12)

**Sec. 106-52. Installation in existing developments.**

(a) The City should prioritize installing streetlights during roadway upgrades to meet the standards in 106-51. Approval for streetlight installation in existing areas will be as follows:

- (1) The applicant will make a request to the ~~superintendent of municipal services~~ City.
- (2) The ~~superintendent of municipal services~~ Municipal Services and Community Development Department will help plan the location and provide an application form with a list of neighboring properties that the new streetlight affects.
- (3) The applicant shall get neighbors' approval and secure any necessary easements.

~~(4)~~ The completed application form will be submitted to the ~~w~~Water and ~~H~~Light ~~committee- Foreperson~~ for ~~recommendation to the common council approval.~~

~~(4)(5)~~ All streetlights shall be of a color and type as called out in P.W. standards.

~~(5)(6)~~ Restoration of excavations for trenches needed for the installation of streetlights is to be done by the applicant.

(Code 1986, § 8.12(2), Ord. 2014-02, Ord 2023-12)

**Secs. 106-53--106-80. Reserved.**

### ARTICLE III. SIDEWALKS

#### DIVISION 1. GENERALLY

#### Sec. 106-81. Construction.

(a) Adoption of state law. The provisions of Wis. Stats. § 66.0907 and any amendments thereto are adopted by reference and made a part of this section.

(b) Specifications.

(1) All sidewalks constructed in the city shall be constructed according to the sidewalk specifications found in the City of Evansville Construction Standards and Policies Manual created by the City Engineer and approved by the municipal services committee. A copy of the sidewalk specifications and Construction Standards and Policies Manual shall be maintained at City Hall for inspection by interested parties.

(2) No exceptions to or variations from the sidewalk specifications will be permitted except by action of the ~~municipal services committee~~ City Administrator.

(c) Permit required. No person shall lay, construct, remove, repair or replace any sidewalk in any public right-of-way within the city unless he/she is under contract with the city or has obtained a building permit therefor from the city building inspector at least seven days before the work is proposed to be undertaken. Such a permit shall be issued by the city at a cost ~~not to exceed the amount set by resolution as determined by appendix A fee schedule of the municipal code.~~

(d) Inspection required.

(1) Any sidewalk work undertaken pursuant to a permit issued under subsection (c) of this section, or undertaken by any person under contract with the city, shall be

inspected by the city inspector prior to placing of any concrete. If the city inspector finds any items of foundation, forms, depth, line or grade unsatisfactory, the work shall be corrected, to the satisfaction of the city inspector, to conform to the sidewalk specifications before placing any concrete.

- (2) After placing, finishing and curing of the concrete, the finished sidewalk shall be inspected by the city inspector. No sidewalk work shall be considered to be complete or acceptable until such work has received such final inspection and received the approval of the city inspector.
- (e) Removal and replacement of unapproved or defective work. Any sidewalk work which is done without the required permit or without the required inspections, or which is determined by the city building inspector not to be in conformance to the sidewalk specifications, shall be removed and replaced. Such removal and replacement shall be completed within 14 days of written notice to do so issued by the city-Building Inspector or ~~municipal services committee~~ Public Works Foreperson. If such removal or replacement is not completed within 14 days, such removal and replacement may be undertaken by the city, with all direct and indirect costs therefor charged to the abutting property owner.
- (f) *Sidewalk repair, replacement, and removal.* All sidewalks must be maintained and repaired to prevent a tripping hazard. No person may remove sidewalk without approval of the municipal services committee and common council. If any sidewalk is deemed to need repair, replacement, or removal, up to 100% of the costs shall be assessed to the abutting property owner.
- (g) Required Location.
  - (1) *New developments and areas.* Sidewalks shall be required in all new developments and areas as per Sec. 110-160.
  - (2) *Existing developments and areas.* Sidewalks shall be required in all existing developments and areas as per Sec. 110-160, under the following conditions:
    - a. The addition or continuation of sidewalks improves the safety and mobility of pedestrians in areas surrounding schools, other public buildings, and residential neighborhoods. Including roads defined as primary local, collector, and arterial on the City's *Transportation Plan Map*.
    - b. Any repair, reconstruction, rehabilitation, addition, or improvement of a principal building, the cost of which has a value of ~~50~~25% or greater than the assessed land value of the subject property.
    - c. During the repair and replacement of roadway and other public works projects.



- d. The requirements for existing developments and areas under subsection (f) of this section do not apply to one-way streets, listed under Sec. 122-63 (b), when the existing right-of-way is less than 30 feet in width. The City Engineer shall determine the side of the street for construction of sidewalk.

(Code 1986, § 8.02(1), Ord. 2014-02, Ord. 2016-04)

#### **Sec. 106-82. Use.**

(a) No person shall, except when crossing at a constructed driveway:

- (1) Obstruct a sidewalk so as to prevent or impede its use for pedestrian purposes.
- (2) Use a sidewalk for selling merchandise without a permit obtained from the ~~clerk-treasurer~~ City Clerk, who shall grant such permit only to the abutting property owner for not more than one-half of the width of the sidewalk during normal business hours.
- (3) Place goods, wares or merchandise on a sidewalk, except the abutting property owner may use not more than one-half of the width for such purpose.
- (4) Obstruct a sidewalk with goods, wares or merchandise being loaded or unloaded for more than two hours and within three feet of the roadway line along the edge of the sidewalk.

(Code 1986, § 8.02(2))

#### **Secs. 106-83--106-100. Reserved.**

### **DIVISION 2. SNOW AND ICE REMOVAL**

#### **Sec. 106-101. Penalty.**

(a) If it is necessary to serve a notice of violation under this division, the owner or occupant shall be subject to punishment as provided in section 1-11, in addition to the cost prescribed in this division.

(Code 1986, § 8.08(5))

#### **Sec. 106-102. Removal required.**

(a) Every occupant of a lot or parcel of land and every owner of an unoccupied lot or parcel of land having a sidewalk abutting thereon shall keep such walk and the crosswalks

connecting therewith free from snow and ice, but 24 hours shall be allowed after each snowfall for the removal of snow which fell during such snowfall. When ice is formed on any sidewalk so that it cannot be removed, the ice shall be sprinkled with ashes, salt or sand within 24 hours after such formation. Removal of snow or ice or sprinkling with ashes, salt or sand as required under this section shall require removal or sprinkling from edge to edge of the paved surface.

(Code 1986, § 8.08(1))

### **Sec. 106-103. Removal by city authorized; payment of costs.**

(a) Whenever the occupant or owner fails to remove the snow or sprinkle the ice as required in this division, such work shall be caused to be done by the ~~municipal~~ Municipal services ~~Services department~~ Department by contract or by written notice and the expense of so doing in front of any lot or parcel of land shall be reported by the ~~m~~ Municipal s ~~Services~~ Director ~~superintendent~~ to the ~~city~~ City Clerk ~~clerk~~ ~~treasurer~~. The City shall bill within 15 days of such expenditure. If not paid, the ~~city treasury clerk~~ ~~treasurer~~ City shall add such amount to the tax roll as a special tax against such lot or parcel of land, which shall be collected in all respects like any other tax upon real estate.

(Code 1986, § 8.08(2), Ord. 2014-02, [Ord. 2023-12](#))

### **Sec. 106-104. Determination of expense for work done by city.**

(a) The expense chargeable to the landowner or occupant as established by the council from time to time by resolution and set forth in appendix A shall be the city's actual cost as determined by the ~~superintendent of m~~ Municipal s ~~Services~~ Director.

(Code 1986, § 8.08(3), Ord. 2014-02, [Ord. 2023-12](#))

### **Sec. 106-105. Notice of violation.**

(a) It shall be sufficient notice under this division if the municipal services department leaves notice of the violation with a person of the household of suitable age and discretion or, if such person is unavailable, by leaving a tag prominently displayed at a readily observable location on the premises.

(Code 1986, § 8.08(4), Ord. 2014-02)

### **Secs. 106-106--106-130. Reserved.**

## **ARTICLE IV. EXCAVATIONS**

### **Sec. 106-131. Definitions.<sup>4</sup>**

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Person* includes individuals, firms, partnerships and corporations.

*Right-of-way* includes the traveled portion of the highway, the curb and gutter, the sidewalk and the terrace.

(Code 1986, § 8.06(1))

### **Sec. 106-132. Permit required.**

(a) No person, except the city, its agents, employees and contractors, shall excavate, open or cut any right-of-way within the city without first obtaining a permit from the ~~city clerk-treasurer~~ City Clerk and paying the required fee.

(Code 1986, § 8.06(2), [Ord. 2023-12](#))

### **Sec. 106-133. Application for permit; bond.**

(a) The application for a permit required by this article shall state the purpose for which the permit is desired and the location of the proposed excavation, opening or cut, including the estimated square footage, and shall contain an agreement that the applicant will pay all damages to person or property, public or private, caused by the applicant, ~~his~~ agents, employees or servants in doing of the work for which the permit is granted. The applicant shall be required as a condition to the granting of a permit to pay to the City Clerk as a bond the greater of the minimum bond fee set forth in appendix A or the rate per square foot of proposed excavation set forth in appendix A. Upon satisfactory restoration by the applicant and inspection by the city, all but a minimum fee, in such amount as established by the council from time to time by resolution and as set forth in appendix A, shall be refunded to the applicant.

(Code 1986, § 8.06(3), Ord 2022-01)

### **Sec. 106-134. Insurance.**

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<sup>4</sup> **Cross references:** Definitions generally, § 1-2

(a) The applicant for a permit under this article shall provide to the city a certificate of insurance in such an amount as the municipal services committee may determine, naming the city as an insured, to protect the city from all damages, costs and charges that may accrue from the applicant's use of the right-of-way.

(Code 1986, § 8.06(4), Ord. 2014-02)

#### **Sec. 106-135. Limitation on rights granted by permit.**

(a) No permit for an excavation, opening or cut shall be deemed to convey or grant any privilege to occupy the space within or below the right-of-way.

(Code 1986, § 8.06(5))

#### **Sec. 106-136. Restoration of surface.**

(a) The applicant shall restore the right-of-way in conformity with the construction standards and policies adopted by the ~~city council~~ Common Council on October 10, 1989, or as may be amended thereafter. In addition, in refilling the excavation, opening or cut, all earth, stone and screening shall be thoroughly and properly tamped and the surface left in as good condition as the surface was in before the excavation, opening or cut was made. Whenever it is necessary to break into a sidewalk to make any excavation, opening or cut, the entire stones so broken shall be removed and replaced, it being the intent to prohibit the mere patching of stones of a sidewalk. In addition, the surface of the right-of-way shall be maintained in good repair by the applicant for one year following the completion of the project.

(Code 1986, § 8.06(6))

#### **Sec. 106-137. Notice to police department.**

(a) Before any excavation, opening or cut in any right-of-way is made by any person, 48 hours' advance notice shall be given by the contractor or the person to the police department, except in case of emergency.

(Code 1986, § 8.06(7))

#### **Sec. 106-138. Repair by city.**

(a) If the contractor or person neglects to perform any portion of the work required by this article, the city shall cause the repairs to be done, and the expense thereof shall be certified to the city clerk or designee ~~treasurer~~ by the municipal services committee for collection from the contractor or person. The clerk clerk or designee ~~treasurer~~ shall give written notice to the contractor, person and property owner for which the work was done of the

charges to be paid to the city and of the bond forfeiture. If the amount is not paid within 30 days, the unpaid amount shall be carried into the tax roll as a special tax against the abutting property.

(Code 1986, § 8.06(8), Ord. 2014-02, [Ord. 2023-12](#))

**Sec. 106-139. Inspection of sewer connections.**

(a) Before connection is made to any main or lateral of the sanitary sewer system of the city, such connection shall be inspected by such official as designated by the city for the purpose of ensuring the proper connection.

(Code 1986, § 8.06(9))

**Secs. 106-140--106-160. Reserved.**

**ARTICLE V. OBSTRUCTIONS**

**Sec. 106-161. Prohibited.**

(a) Except as provided in section 106-162, 106-163, or 130-568, no person shall stand, sit, loaf or loiter or engage in any sport or exercise on any public street, sidewalk, bridge or public ground within the city in such manner as to prevent or obstruct the free passage of pedestrian or vehicular traffic thereon or to prevent or hinder free ingress to or egress from any place of business or amusement, church, public hall or meeting place.

(Code 1986, § 9.06, Ord. 2005-32, Ord. 2005-51)

**Sec. 106-162. Closure by order of chief of police.**

(a) The ~~e~~Chief of ~~p~~Police or the ~~e~~Chief's designee, without prior notice, may order the closing, obstruction, encroachment, occupation or physical encumbrance of any street, highway, alley, and sidewalk, or part thereof for city purposes or in case of emergency.

(Ord. 2005-51)

**Sec. 106-163. Closure by application.**

(a) **Temporary placement on right-of-way.** Upon written application and review by ~~m~~Municipal ~~s~~Services and ~~C~~Chief of the Police ~~C~~Chief, the City Clerk may issue a temporary placement license authorizing the, obstruction, encroachment, occupation or physical encumbrance of the parking area of any street, highway, alley, and sidewalk, except federal

or state highways, for a period of no more than 30 days. No fee shall be charged for such permit.

1. A temporary obstruction shall cover only that portion of the public grounds as set forth in the permit.
2. The obstructions shall be adequately barricaded and lighted so as to be in full view of the public from all directions.
3. If sidewalk use by pedestrians is interrupted, temporary sidewalks, guarded by a fence or other structure, may be required during the period of occupancy.
4. The process of moving any building or structure shall be as continuous as practicable until completed, and if ordered by the Municipal Services ~~Superintendent~~ Director or designee, shall continue during all hours of the day and night.
5. No building or structure shall remain overnight on any street-crossing or intersection or where it prevents access to any building by emergency vehicles.
6. Upon termination of the work necessitating such obstruction, all parts of the public grounds occupied under the permit shall be vacated, cleaned of all rubbish and obstructions; restored to a condition reasonably similar to that prior to the permittee's occupancy, but in all cases placed in a safe condition for use by the public, at the expense of the permittee.

(b) **Short-Term Closure.** ~~—four (4) hours or less.~~ Submitted applications shall be referred by the City Clerk to the Municipal Services Director and the Police Chief for review and recommendation. Upon ~~the Municipal Services Director and Police Chiefs~~ approval the City Clerk may issue a ~~street use license~~ Street Use License authorizing the closing, obstruction, encroachment, occupation or physical encumbrance of any street, highway, alley, and sidewalk, except federal or state highways, for a period of no more than four (4) hours in a 24 hour time period. A ~~street use license~~ Street Use License does not authorize the serving or consumption of alcoholic beverages in the area of the closed street; such a license may be obtained separately under section 6-43.

(c) **Long-Term Closure.** ~~over four (4) hours.~~— Excluding City sponsored activities and repairs, all closures of the traveled portion of a right-of-way for more than four (4) hours in a 24 hour time period shall require a license. Submitted applications shall be referred by the City Clerk to the Municipal Services Director and the Police Chief for review and recommendation. Upon receiving the recommendations the application must go before the Public Safety Committee for a public hearing. After a public hearing, the Public Safety Committee may authorize the City Clerk to issue a ~~street use license~~ Street Use License authorizing the closing, obstruction, encroachment, occupation or physical encumbrance of any street, highway, alley, and sidewalk, except federal or state highways. The person or an authorized representative of the organization making the application for

a ~~s~~Street ~~use~~ ~~Use~~ ~~L~~icense shall be present at the meeting at which the ~~public safety committee~~ Public Safety Committee considers authorizing the issuance of the ~~street use license~~ Street Use License, and failure to attend ~~is~~ may be ground for denial of the application. A ~~street use license~~ Street Use License does not authorize the serving or consumption of alcoholic beverages in the area of the closed street; such a license may be ~~obtained~~ applied for separately under section 6-43.

(d) Any person or organization desiring to obtain a license under paragraph (a),(b) or (c) shall submit to the City Clerk the application the applicable fees, and the deposit required under paragraph (e) at least ~~3~~ 50 days prior to the proposed use of the street. The application form shall contain a statement that the applicant agrees to indemnify the city as provided in paragraph (i) of this section and require the applicant to provide the following information:

1. The name, address and telephone number of the applicant or applicants;
2. The name address and telephone number of the person or persons who will be responsible for conducting the proposed use of the street if different than the applicant(s);
3. The date and duration of time for which the requested use of the street is proposed to occur;
4. An accurate description of the portion of the street proposed to be used;
5. The proposed use, described in detail, for which the ~~street use license~~ Street Use License is requested and a description of the security measures, if any, the applicant will provide during the use of the street.
6. Any other information deemed necessary.

(e) The ~~city council~~ Common Council shall by resolution establish and may from time to time amend a fee for a ~~street use license~~ Street Use License, which shall be set forth in appendix A. The applicant must submit this fee with the application for a ~~s~~Street ~~u~~Use ~~L~~icense. In addition, the council shall by resolution establish and may from time to time amend a clean-up deposit for a ~~street use license~~ Street Use License, which shall be set forth in appendix A. The applicant must submit the clean-up deposit with the application for a ~~street use license~~ Street Use License. Upon completion of the use of the street, the municipal services department shall inspect the portion of the street subject to the ~~street use license~~ Street Use License to determine if the area has been cleaned and restored by the applicant to its pre-use condition, in which event the deposit shall be refunded to the applicant; otherwise, the deposit shall be forfeited to defray the clean-up cost incurred by the city.

(f) If the applicant submits with the application for a ~~street use license~~ Street Use License a petition on a form provided by the City Clerk and signed by at least one resident or business owner from at least two-thirds of the addresses on the portion of the street to be used, no additional fees are required for mailing notices under paragraph (h).

(g) Upon receiving a ~~street-use license~~Street Use License application and a petition under paragraph (f), if any, the City ~~Clerk~~ shall review the application and petition and determine if they have been properly completed. If either the application or petition has not been properly completed, the City Clerk ~~clerk-treasurer~~ shall promptly inform the applicant of the deficiency.

(h) If the City Clerk receives a properly completed application for a ~~street-use license~~Street Use License under paragraph (c) with a properly completed petition under paragraph (f), the City Clerk shall cause to be published a notice of public hearing on the application at least 14 days before the public hearing. If the City Clerk receives a properly completed application for a ~~street-use license~~Street Use License under paragraph (c) without a properly completed petition under paragraph (f), the City Clerk shall cause to be published a notice of public hearing on the application and mail a copy of the public hearing notice to each owner of a parcel that is adjacent to the portion of the street proposed to be used at least 14 days before the public hearing.

(i) By applying for and receiving a ~~street-use license~~Street Use License, the applicant agrees to indemnify, defend and hold the city and its employees and agents harmless against all claims, liability, loss, damage or expense asserted against or incurred by the city on account of any injury or death of any person or damage to any property caused by or resulting from the activities for which the license is granted. As evidence of the applicant's ability to perform the conditions of the license, the ~~public safety committee~~Public Safety Committee may require the applicant to furnish a certificate of comprehensive general liability insurance with the city and its employees and agents as an additional insured. The insurance shall include coverage for a contractual liability with minimum limits in an amount as required by the Public Safety Committee ~~public safety committee~~. The certificate of insurance shall provide 30 days written notice to the city upon cancellation, non-renewal or material change in policy. The Municipal Services Department in collaboration with the Police Department will organize the set-up, take-down, and signage prior to the closure of the right-of-way and after.

(j) The ~~e~~City, through ~~the its p~~Police ~~d~~Department, Municipal Services Department ~~or Department or~~ other agents, may terminate, without prior notice, any use authorized by a ~~s~~Street ~~u~~Use ~~H~~License if the health, safety or welfare of the public appears to be endangered by activities generated by or associated with the use or if there are activities that violate any condition specified by the ~~p~~Public ~~s~~Safety ~~e~~Committee when authorizing the issuance of the ~~s~~Street ~~u~~Use ~~H~~License.

~~(k) —~~Following the conclusion of the street closure, any traffic control materials ~~that shall be collected and inventoried~~ by the Municipal Services Department. ~~shall be placed in the Right of Way, so as not to obstruct pedestrian or vehicle traffic, by the responsible party.~~

(Ord. 2005-51, Ord. 2013-03, Ord. 2014-02, Ord 2016-21, Ord 2022-04, Ord 2023-12)

**Secs. 106-164--106-190. Reserved.**



## ARTICLE VI. STREET TREES

### Sec. 106-191. ~~City forester~~City Forester.

(a) *Appointment.* Appointment of the ~~city forester~~City Forester shall be as provided in section 2-161.

(b) *Powers and duties.* The ~~city forester~~City Forester shall have jurisdiction and control over all trees and shrubs upon all streets, public parks, cemeteries and other public grounds in the city. The ~~city forester~~City Forester shall enforce all ordinances pertaining to trees and shrubs.

(c) *Interference.* No person shall prevent, delay or interfere with the ~~city forester~~City Forester or designee ~~or any of his agents or employees~~ while they are engaged in the performance of duties imposed by subsection (b) of this section.

(Code 1986, § 8.07(1))

### Sec. 106-192. Authority to make additional regulations.

(a) ~~(a)~~ The ~~e~~City ~~f~~Forester may, subject to the approval of the council, make rules and regulations for planting, pruning, caring for, treating and controlling trees and shrubs upon any street or on other public grounds in the city. After publication in the official city newspaper, such rules shall have the force and effect of ordinances, including penalty for violation.

(b) Street Trees are required in all new and exiting areas pursuant to Sec 130-265

(Code 1986, § 8.07(2), Ord. 2023-12)

### Sec. 106-193. Trimming of trees overhanging street or sidewalk.

(a) All trees standing in the streets of the city or upon private property shall be trimmed and pruned so that no branch thereof grows or hangs lower than 14 feet above the level of the street or lower than nine feet above the sidewalk. No trees shall be permitted to stand or grow in such a manner as to obstruct the proper diffusion of light from any streetlight.

(Code 1986, § 8.07(3))

### Sec. 106-194. Authority of city to trim trees.

(a) The ~~Ceity fForester or his~~ authorized agent may prune or trim any tree standing in the streets of the city so that it conforms to this article. If trees standing upon private property are in conflict with this article, the forester shall notify the owner of the premises upon which such trees are located to immediately prune and trim the trees so that they conform to this article. If the trees are not trimmed within five days after such notice, the forester shall cause the trees to be trimmed and pruned so as to comply with the provisions of this article, and the cost thereof shall be ~~charged to assessed as a special tax against~~ the property owner.

(Code 1986, § 8.07(4), Ord 2023-12)

### **Sec. 106-195. Planting permit.**

(a) Any person wishing to plant upon any city street (terrace) any tree shall obtain a permit therefor from the ~~city forester~~City Forester and shall abide by all rules and regulations concerning the planting of such trees.

(Code 1986, § 8.07(5))

### **Sec. 106-196. Injuring trees or obstructing growth.**

(a) No person shall allow any gas or other harmful substance to come into contact with the soil surrounding the roots of any tree or shrub in the public right-of-way in such a manner as to injure such tree or shrub, nor shall any person construct any structure in such manner as to retard or interfere with the growth of any such tree or shrub.

(Code 1986, § 8.07(6))

### **Sec. 106-197. Attaching objects to trees or supports.**

(a) No person shall attach to any tree in any public right-of-way in the city, or to the guard or stake intended for the protection of such tree, any rope, wire, sign or other device except for the purpose of protecting such tree or the public.

(Code 1986, § 8.07(7))

### **Sec. 106-198. Hedges.**

(a) No hedge or shrubbery shall be planted closer than 18 inches to the sidewalk, and all hedges and shrubbery shall be kept trimmed so that no part thereof projects over the sidewalk. No shrub or hedge shall be permitted to grow so as to obstruct the view of pedestrian or vehicular traffic.

(Code 1986, § 8.07(8))

### **Sec. 106-199. Trimming or removal of trees in terraces and tree courts.**

~~(a) The city may trim or remove any tree or part thereof in any terrace or tree court in the city that it deems dead or hazardous to the public or where it is in the best interest of the public or the city. If the city elects to do this work, it shall be performed by city personnel, and the costs thereof shall be paid by the owner of the real estate of which such terrace or tree court is a part. Not later than October 15 in each year, notice shall be given in writing by the city treasury city clerk treasurer to the owner or occupant of all lots or parcels of real estate of which any terrace or tree court is a part of the amount due the city for trimming or removal of trees. Unless such amount is paid by November 15 next succeeding, the amount shall be levied as a tax against such lot or parcel of real estate. Any such charge remaining unpaid on November 16 thereafter shall be a lien upon the lot or parcel of real estate, and the city treasury clerk treasurer shall insert the amount unpaid as a tax against such lot or parcel of real estate. All proceedings in relation to the collection of general property taxes and to the return and sale of property for delinquent taxes shall apply to such tax if the tax is not paid within the time required by law.~~

(Code 1986, § 8.07(9), Ord. 2023-12)

### **Sec. 106-200. Responsibility of property owner for trees on private property.**

~~(a) The owner of real estate shall be solely responsible for the care, maintenance, trimming and removal of all trees located on the real estate of such owner, except as provided in sections 106-199, and 106-201(a).~~

(Code 1986, § 8.07(10))

### **Sec. 106-201. Public nuisances.**

~~(a) (a) Dutch elm disease.—Any tree or part thereof, whether alive or dead, which the Municipal Services Director or designee thereof shall find to be infected, hazardous or a nuisance so as to endanger the public or other trees, plants or shrubs growing within the city or to be injurious to sewers, sidewalks or other public improvements whether growing upon public or private premises, shall be removed, trimmed or treated by the owner of the property upon or adjacent to which such tree or part thereof is located. The director of public works or designee thereof shall give written notice to such owner to remedy the situation which shall be served personally or posted upon the affected tree. Such notice shall specifically state the period of time within which the action must be taken, which shall be within not less than 24 hours nor more than 14 days as determined by the director of public works or designee thereof on the basis of the seriousness of the condition of the tree or danger to the public. If the owner shall fail to remove, treat or trim such tree within the time limited, the director of public works or designee thereof shall cause the tree to be removed, treated or trimmed and shall report the full cost as a special charge against the property.~~

(b) Obstruction of view at intersections. All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk are public nuisances and may be abated as such.

(c) Tree limbs overhanging street or sidewalk. All limbs of trees which project over and less than 14 feet above any public street or nine feet above any public sidewalk or other public place are public nuisances and may be abated as such.

~~(1) *Declaration of nuisance.* The council, having determined that the health of the elm trees within the city is threatened by a fatal disease known as Dutch elm disease, hereby declares the following to be public nuisances:-~~

~~a.—Any living or standing elm tree or part thereof infected with Dutch elm disease fungus or which harbors any of the elm bark beetles *Scolytus multistriatus* (Eichh.) or *Hylurgopinus rufipes* (Marsh.).~~

~~b.—Any dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material, from which the bark has not been removed and burned or sprayed with an effective elm bark beetle destroying insecticide.~~

~~(2) *Nuisances prohibited.* No person shall permit any public nuisance as defined in subsection (a)(1) of this section to remain on any premises owned or controlled by him within the city.~~

~~(3) *Inspections.* The city forester shall inspect or cause to be inspected all premises within the city at least twice each year to determine whether any such public nuisance exists thereon, and shall also inspect or cause to be inspected any elm tree reported or suspected to be infected with Dutch elm disease or any elm bark bearing material reported or suspected to be infected with the elm bark beetle.~~

~~(4) *Abatement.*—~~

~~a.—*Procedure in case of imminent danger on public property.* If the city forester upon inspection and examination determines that any public nuisance as defined in this subsection exists in or upon any public street, alley, park or other public place, including the terrace strip between the curb and lot line, within the city, and that danger to other trees within the city is imminent, he shall immediately cause it to be removed and burned or shall otherwise abate the nuisance in such manner as to destroy or prevent as fully as possible the spread of Dutch elm disease or the insect pests or vectors known to carry such disease fungus.~~

~~b.—*Procedure in case of imminent danger on private property.*—~~

- ~~1.—If the city forester determines with reasonable certainty that any public nuisance as defined in this subsection exists in or upon private premises within the city and that danger to other elm trees is imminent, he shall immediately serve upon the owner of such property, if he can be found, or upon the occupant thereof, a written notice to abate such nuisance. Such notice shall advise that the city will remove such nuisance at its expense, provided the owner within five days of the date of such notice executes in writing a request for the removal of such tree at the city's expense and waives any damages for the destruction of such tree necessarily incurred in the removal thereof, such request and waiver to be executed on forms provided by the city forester.~~
- ~~2.—If the owner of the property upon which such nuisance is found neglects or refuses to execute and deliver to the city forester such a request and waiver within such five day period, he shall at his own expense immediately cause such nuisance to be removed, burned or otherwise abated in such manner as to destroy or prevent as fully as possible the spread of Dutch elm disease. Such nuisance shall be abated within 25 days after the date the property owner was first notified of the existence thereof; and, should the property owner fail or refuse to abate such nuisance within such period, the city forester shall enter upon the premises and cause the nuisance to be abated. The reasonable expense of such removal or abatement shall be certified to the city clerk-treasurer and assessed, collected and enforced against the premises from which such nuisance was removed or abated as taxes are assessed, collected and enforced and shall be paid into the city treasury. No damage shall be awarded to the owner for the destruction of any such tree or for any damage necessarily incurred in the removal thereof.~~
- ~~e.—*Analysis of specimens.* If the city forester is unable to determine with reasonable certainty whether or not a tree in or upon private or public premises is infected with Dutch elm disease, he shall forward specimens from such tree for diagnosis and report to the state department of agriculture and shall proceed as provided in this section upon receipt of a positive report from the department.~~
- ~~d.—*Procedure if danger not imminent.* Where the city forester determines upon inspection that any public nuisance as defined in this subsection exists in or upon any public or private premises, but that the danger to other elm trees within the city is not imminent because of elm dormancy, he shall make a written report of his findings to the council, which shall proceed as provided in Wis. Stats. § 27.09(4).~~
- ~~(5) *Spraying of elm trees.* Whenever it is determined in accordance with subsection (a)(4) of this section that any elm tree or part thereof is infected with Dutch elm disease fungus, the city forester may cause to be sprayed all high-value elm trees~~

~~within a 1,000-foot radius thereof with an effective elm bark beetle destroying concentrate, provided such spraying shall be performed prior to July 31.~~

~~(6) *Assessment of costs of abatement and spraying.*~~

~~a.—The entire cost of abating any public nuisance as defined in this subsection or of spraying any elm tree or part thereof shall be borne by the city, except that, where any tree or part thereof has been damaged, injured or destroyed by the act or failure to act of the owner of such real estate, the entire cost of abating such public nuisance shall be borne entirely by the owner.~~

~~b.—The city forester shall keep account of the work done under this subsection and shall report monthly to the clerk-treasurer all work done.~~

~~(7) *Transporting of elm wood.* No person shall transport within the city any bark-bearing elm wood or material without first securing the written permission of the city forester.~~

~~(b) *Obstruction of view at intersections.* All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk are public nuisances and may be abated as such.~~

~~(c) *Tree limbs overhanging street or sidewalk.* All limbs of trees which project over and less than 14 feet above any public street or nine feet above any public sidewalk or other public place are public nuisances and may be abated as such.~~

~~(d) *Dangerous or objectionable trees.* All trees which are a menace to public safety or are the cause of substantial annoyance to the general public are public nuisances and may be abated as such.~~

(Code 1986, § 8.07(12), [Ord. 2023-12](#))

**Secs. 106-202--106-230. Reserved.**

## ARTICLE VII. PUBLIC WORKS<sup>5</sup>

### DIVISION 1. GENERALLY

**Secs. 106-231--106-250. Reserved.**

### DIVISION 2. ASSESSMENTS GENERALLY

**Sec. 106-251. Sanitary sewers.**

(a) *Assessment rate.* The assessment rate for the installation of sanitary sewers shall be on a front foot basis based upon the total cost of the project, including but not limited to engineering, inspection, grading and the necessary resurfacing.

(b) *Intersections.* All intersections shall be paid for by the city on the same front foot basis.

(c) *Corner lots.* Corner lots shall be assessed for the entire frontage of the first side improved by the installation of a sanitary sewer. At such time as the second side thereof is improved by such installation, the lot shall be assessed upon one-third of footage on such side.

(Code 1986, § 8.09(1))

**Sec. 106-252. Sewer mains and lift stations.**

(a) *Generally.* The cost of sewage lift stations and force mains shall be assessed to the areas served by such facility. The total area served or which may be served in the future shall be computed. The pro rata share of the cost of areas immediately to be served shall be assessed to such areas. The city shall carry the remaining cost of the project until additional areas are assessed as provided in subsection (b) of this section.

(b) *Lands added to service area.* Whenever additional land which will be served by such facility is developed so as to be so served or is platted, the pro rata share of the cost of the facility shall be assessed to such land. Should the area which may eventually be served include land lying outside the city limits, the pro rata share of the cost of the facility shall likewise be assessed to such area when it is annexed, developed and platted.

(Code 1986, § 8.09(2))

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<sup>5</sup> **Cross references:** Utilities, ch. 126.

### **Sec. 106-253. Curbs and gutters.**

(a) *Original construction.* The assessment rate on original construction of curb and gutter shall be 100 percent of the cost per front foot of property benefited, including both sides of corner lots.

(b) *Replacement.* When existing curb and gutter is to be replaced in all cases where there is no unusual damage, the assessment shall be determined by the ~~city council~~ Common Council based on benefit received, from zero to 100 percent of the actual cost.

(Code 1986, § 8.09(3))

### **Sec. 106-254. Water mains.**

(a) The water utility will extend water mains for new customers and will decide whether the extension is to be a six-inch or larger pipe where fire protection service is needed, or a two-inch pipe as a minimum size or larger where only general service is needed, on the following basis:

- (1) Where the cost of the extension is to be immediately assessed against abutting property, the procedure set forth under Wis. Stats. § 66.60 will apply. Present practice is to assess two-thirds of the cost of the extension against abutting properties. Corner lots are assessed only for the frontage from which the service is connected.
- (2) Where the city is unwilling to make a special assessment because of low density of prospective consumers or for some other reason, extensions will be made on a customer-financed basis as follows:
  - a. *Definitions.* For purposes of this subsection, the following definitions shall apply:
    1. *Customer* means the owner of premises to which water is now or is to be furnished, unless specific written agreements specify otherwise. The customer at all times means the property owner at the time the contribution is to be made or a refund becomes available.
    2. *Contributor* means the owner of property at the time of a contribution or refund unless otherwise specified by written agreement.
  - b. *Basis for determining contributions from original customer.* The applicant (or applicants, pro rata) will advance the amount that would have been assessed under subsection (1) of this section. The contribution must be paid in advance of construction.



- c. *Additional customers; refunds.* When additional customers are connected to a water main that was originally financed in part by customers, the utility will require a contribution from each new customer equal to the existing average contribution. When the amount of customer contribution computed under subsection (2) of this section is less than would have been assessed under subsection (1) of this section, the applicant for service shall pay an amount equivalent to the assessment. This amount shall then be refunded pro rata to all contributors along the extension whose remaining contribution still exceeds what would have been assessed under subsection (1) of this section. When refunds have reduced the contribution of any contributor to the applicable assessment per front foot, no further refund will be made to that individual. After all refunds have been made, the remaining premises that may connect will be charged at the rate per front foot established for the extension.
  - d. *Limit of extension.* When an extension beyond an existing extension is required to serve a new customer, and the cost for a customer exceeds the average remaining contribution in the original extension, the new extension will be considered as an entirely new project, without refunds, or other connection with the original extension.
- (3) When customers connect to a transmission main or connecting loops laid at utility expense, there will be a contribution of an amount equivalent to the applicable assessment as determined under subsection (1) of this section.
  - (4) The development period during which refunds shall be made will be limited to 20 years.

(Code 1986, § 8.09(4))

#### **Sec. 106-255. Sidewalks.**

(a) *Original construction.* The total cost involved in the original construction of sidewalks shall be assessed on the basis of 100 percent of the cost per front foot of property benefited, including both sides of corner lots.

(b) *Replacement.* When the city determines that existing sidewalks are to be repaired or because they are no longer serviceable they must be completely replaced, the cost thereof shall be assessed in full as though it were original construction. When existing sidewalks which have remaining useful life must be replaced, the cost thereof shall be assessed in the manner as the council in its discretion directs.

(Code 1986, § 8.09(5))

#### **Sec. 106-256. Method of assessment; payment.**

(a) Total cost of all improvements shall be assessed equally on a front foot basis unless otherwise specified in this article or in such instances as the council determines to be of such an unusual nature that they would involve expenditures which would be exorbitant or in excess of that which would ordinarily be expected. In all such instances the council may review the situation or project and may in such unusual or exceptional cases modify the assessments if in its opinion the facts and conditions warrant.

(b) All such special assessments shall be paid to the ~~city treasury~~ ~~city clerk~~ ~~treasurer~~ City in cash or in not to exceed ten annual installments. No such annual installment, except the final one, shall be less than \$50.00. Defaulted payments shall bear interest on unpaid balances at a rate of interest to be determined at the time the assessments are levied. Installments or assessments not paid when due shall bear additional interest on the amount past due at the rate of 0.8 percent per month.

(Code 1986, § 8.09(6), [Ord. 2023-12](#))

### **Sec. 106-257. Deferred special assessments.**

(a) Except when cost advancement is ordered by the ~~city council~~ Common Council under section 106-254(2), any special assessment levied against a property abutting on or benefited by construction of sanitary sewers or sanitary sewer facilities, water mains or water system facilities, storm sewers, street grading and base construction, bituminous surfacing or concrete pavement shall be deferred on the following terms and conditions until the property assessed or any portion thereof is sold, developed or connected to the improvement:

- (1) *Interest.* The principal balance of the assessment shall accrue interest during the period of deferment at the rates prescribed in the final resolution, not to exceed the interest rate paid by the city upon any loan secured to finance the construction of the improvement plus one percent per annum. Interest shall start to accrue from the first day of the year succeeding the date of approval of the final schedule of assessments by the ~~city council~~ Common Council, but shall be deferred on the same terms as the principal assessment balance.
- (2) *Termination of deferment.* When any property against which a deferred special assessment under this section is outstanding is sold, subdivided or connected to the improvement for which the assessment is levied, the assessment and the accrued interest shall become due and payable in not more than ten equal annual installments, the first installment to be entered on the next tax roll succeeding sale of the property, approval of the final plat or connection to the improvement. Interest shall continue to accrue on the outstanding principal balance of the assessment at the same rate prescribed in the final resolution levying the assessment, but no interest shall be charged on the interest portion of a deferred installment except such as may be chargeable under the laws of the state for delinquent property tax payments.

- (3) *Development or connection of part of benefited property.* Whenever a portion less than all of the property against which a deferred special assessment is outstanding is sold, subdivided or connected to the improvement for which the assessment was levied, the ~~city council~~Common Council shall determine that portion of the outstanding deferred assessment and deferred interest which is fairly and properly apportionable to the portion sold, subdivided, surveyed or connected and direct the city clerk ~~or designee-treasurer~~ to enter these amounts on the tax roll in ten equal annual installments commencing with the next succeeding roll. Interest shall be charged on such installments as provided in subsections (1) and (2) of this section.
- (3) *Notice of deferment option.* Whenever the ~~city council~~Common Council adopts a final resolution levying special assessments for public improvements described in this article, the city clerk ~~or designee-treasurer~~ shall attach the following statement to each final special assessment notice mailed to the property owner:

*Option to Defer Special Assessment*

*You are hereby notified that if the property against which this assessment is levied is vacant or undeveloped land or will not presently use the improvement, you may elect to defer this assessment until such time as your property or a portion thereof is sold, developed or connected to the improvement. Interest will be charged during the deferral at a rate of \_\_\_\_\_% for each full year of deferment, but no payment of principal or interest will become due or payable during such deferment period.*

*If your property is eligible and you wish to defer this special assessment or any portion thereof, please notify the city clerk-treasurer immediately. Unless a notice is received within 30 days, the first installment of your assessment will be placed on the \_\_\_\_\_ tax roll for collection in the same manner as real estate taxes.*

(Code 1986, § 8.09(7), Ord. 2023-12)

**Secs. 106-258--106-280. Reserved.**

### **DIVISION 3. ASSESSMENT PROCEDURES**

**Sec. 106-281. Alternative procedure created.**

(a) Pursuant to the authority vested in it by Wis. Stats. § 66.62, the council provides that, in addition to other methods provided by law or ordinance, special assessments for the city's costs of public works or improvements, including street or sidewalk improvements constructed, reconstructed or improved with state or federal aid or any current service, may be levied in accordance with the provisions of this division.

(Code 1986, § 8.091(1))

**Sec. 106-282. Initial resolution.**

(a) Whenever the council shall determine to finance or defray the cost of any public work or improvement or any current service undertaken by the city, any portion of the cost of which is borne by the city, in whole or part, by special assessments under this division, it shall adopt a resolution setting forth such intention, the amount or percentage of the cost to be financed by assessments, and whether the assessment shall be determined and levied before or after completion of the work or improvement, rendition of the service or letting of the contract therefor.

(Code 1986, § 8.091(2))

**Sec. 106-283. Determination and levy of assessment.**

(a) The provisions of Wis. Stats. §§ 66.54 and 66.60 shall apply to the determination and levy of special assessments under this division, except that when the council determines by resolution, as provided in subsection 106-282, that the assessments shall be levied subsequent to completion of the work or improvement, rendition of the service, or letting of a contract therefor, the report required by Wis. Stats. § 66.60(3) shall contain a statement of the final or city cost of the work, improvement or service in lieu of an estimate of such costs.

(Code 1986, § 8.091(3))

**Sec. 106-284. Notice of hearing.**

(a) Notice of the time and place of the public hearing on any special assessments proposed to be levied and notice of the final assessment and terms of payment thereof shall be given by the clerk ~~treasurer~~ or designee in accordance with the provisions of Wis. Stats. §§ 66.60(7), 66.60(8)(d) and 106-283, by publication of a class 1 notice under Wis. Stats. ch. 985 in the assessment district and by mailing to every person whose property is affected by such special assessment and whose mailing address is known or can be determined with reasonable diligence.

(Code 1986, § 8.091(4), [Ord. 2023-12](#))

**Sec. 106-285. Lien.**

(a) Any special assessment levied under this division shall be a lien against the property assessed from the date of the final resolution determining the amount of such levy.

(Code 1986, § 8.091(5))

**Sec. 106-286. Appeals.**

(a) The provisions of Wis. Stats. §§ 66.60(12) and 66.62(2) relating to appeals shall apply to any special assessment levied under this division.

(Code 1986, § 8.091(6))

**Secs. 106-287--106-310. Reserved.**

**DIVISION 4. CONSTRUCTION BY CITY**

**Sec. 106-311. Authorized.**

(a) Any class of public construction or any part thereof may be done directly by the city and its employees pursuant to Wis. Stats. § 62.15(1), without submitting the work for bids.

(Code 1986, § 8.10)

**Secs. 106-312--106-340. Reserved.**

**ARTICLE VIII. NUMBERING SYSTEM**

**Sec. 106-341. Numbering of buildings required.<sup>6</sup>**

(a) The owner, agent or person in possession of every building in the city shall number such building in the manner provided in this article.

(Code 1986, § 8.11(1))

**Sec. 106-342. Assignment of numbers.**

(a) The ~~city clerk-treasurer~~ shall assign or cause to be assigned to each lot, parcel of land or building its proper number, based on a system designated by the council, and shall inform the owner, agent or person in possession of such premises as to the number thereof at any time upon demand.

(Code 1986, § 8.11(2))

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<sup>6</sup> **Cross references:** Buildings and building regulations, ch. 18.

**Sec. 106-343. Size, color and location of numbers.**

(a) All numbers placed on houses and buildings shall be not less than three inches in height, including background, shall be distinctly legible, of a color which contrasts with the background, and shall be posted in a conspicuous place on the front of each house, building or premises, so as to be easily seen and read from the public way. The number proper, where a background is used, shall be not less than two inches in height.

(Code 1986, § 8.11(3))

**Sec. 106-344. Altering assigned number.**

(a) Whenever any building has been numbered or renumbered in accordance with the provisions of this article, such number shall not be changed or altered without the consent of the clerk-~~treasurer~~ or designee.

(Code 1986, § 8.11(4))

**Sec. 106-345. Reassignment or correction of numbers.**

(a) The clerk-~~treasurer~~ or designee shall adjust and reassign such building numbers as may be required from time to time. Where there is a mistake or conflict in numbers, the clerk-treasurer shall direct and make the proper adjustment of the numbers.

(Code 1986, § 8.11(5))

**Secs. 106-346 – 106-379. Reserved**

**ARTICLE IX. WIRELESS TELECOMMUNICATIONS FACILITIES IN THE  
RIGHT-OF-WAY**

**Sec. 106-380: Definitions**

(a) For the purposes of this Chapter, the terms below shall have the following meanings:

*Administrator* means the Municipal Services Director or ~~his or her~~ designee.

*Application* means a formal request, including all required and requested documentation and information, submitted by an applicant to the City of Evansville for a ~~wireless~~ permit.

*Applicant* means a person or entity filing an application for a ~~wireless~~ permit under this Article.

Base Station, consistent with 47 C.F.R. § 1.6100(b)(1), means a structure or wireless equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. This definition does not include towers or any equipment associated with a tower.

Eligible Facilities Request, consistent with 47 C.F.R. § 1.6100(b)(3), means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment.

FCC means the Federal Communications Commission.

Governmental Pole, consistent with Wis. Stat. § 66.0414(1)(n), means a utility pole that is owned or operated by the City of Evansville in the right-of-way.

Historic District, consistent with Wis. Stat. § 66.0414(3)(c)5, means a right of way adjacent to, or an area designated as historic by the City of Evansville, listed on the national register of historic places in Wisconsin, or listed on the state register of historic places.

Right-of-Way means the surface of, and the space above and below the entire width of an improved or unimproved public roadway, highway, street, bicycle lane, landscape terrace, shoulder, side slope, public sidewalk, or public utility easement over which the City of Evansville exercises any rights of management and control or in which the City of Evansville has an interest.

Small Wireless Facility, consistent with 47 C.F.R. § 1.6002(l), means a facility that meets each of the following conditions:

- (1) The structure on which antenna facilities are mounted, measured from ground level:
  - i. is 50 feet or less in height, or
  - ii. is no more than 10 percent taller than other adjacent structures, or
  - iii. is not extended to a height of more than 50 feet or by more than 10 percent above its preexisting height, whichever is greater, as a result of the collocation of new antenna facilities;
- (2) Each antenna (excluding associated antenna equipment) is no more than three cubic feet in volume;
- (3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is cumulatively no more than 28 cubic feet in volume;
- (4) The facility does not require antenna structure registration under 47 C.F.R. part 17;
- (5) The facility is not located on Tribal land as defined in 36 C.F.R. § 800.16(x); and

(6) The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified by federal law.

Support Structure means any structure in the right-of-way (other than an electric transmission structure) capable of supporting wireless equipment, including a utility pole, a wireless support structure as defined in Wis. Stat. § 66.0414(1)(zp), or a base station.

Tower, consistent with 47 C.F.R. § 1.6100(b)(9), means any structure built for the sole or primary purpose of supporting any Federal Communication Commission (FCC) licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include utility poles.

Transmission Equipment, consistent with 47 C.F.R. § 1.6100(b)(9), means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Underground District, consistent with Wis. Stat. § 66.0414(3)(c)5, means an area designated by the City of Evansville in which all pipes, pipelines, ducts, wires, lines, conduits, or other equipment, which are used for the transmission, distribution, or delivery of electrical power, heat, water, gas, sewer, or telecommunications equipment, are to be located underground.

Utility Pole, means a pole that is used in whole or in part by a communications service provider; used for electric distribution, lighting, traffic control, signage, or a similar function; or used for the collocation of small wireless facilities. “Utility pole” does not include a wireless support structure or an electric transmission structure.

Utility Pole for Designated Services means a utility pole owned or operated in a right-of-way by the City of Evansville that is designed to, or used to, carry electric distribution lines, or cables or wires for telecommunications, cable, or electric service.

Wireless Equipment means an antenna facility at a fixed location that enables wireless services between user equipment and a communications network, and includes all of the following: (a) equipment associated with wireless services; (b) radio transceivers, antennas, or coaxial, metallic, or fiber-optic cable located on, in, under, or otherwise adjacent to a support structure; (c) regular and backup power supplies; (d) equipment that is comparable to equipment specified in this definition regardless of technical configuration. “Wireless Equipment” does not include (a) the structure or improvements on, under, or within which the equipment is collocated; (b) wireline backhaul facilities; or



(c) coaxial, metallic, or fiber-optic cable that is between utility poles or wireless support structures or that is not adjacent to a particular antenna. The definition of “Wireless Equipment” in this ordinance is consistent with the definition of “wireless facility” in Wis. Stat. § 66.0414(1)(z).

Wireless Facility or Facility means an installation at a fixed location in the right-of-way consisting of wireless equipment and the support structure, if any, associated with the wireless equipment.

Wireless Infrastructure Provider means any person or entity, other than a wireless services provider, that builds or installs wireless communications transmission equipment, antenna equipment, or wireless support structures.

Wireless Permit or Permit means a permit issued pursuant to this Article and authorizing the placement or modification of a wireless facility of a design specified in the permit at a particular location within the right-of-way, and the modification of any existing support structure to which the wireless facility is proposed to be attached.

Wireless Provider means a wireless infrastructure provider or a wireless services provider.

Wireless Regulations means those regulations adopted pursuant to Section 160-384(b)(1) to implement the provisions of this Article.

Wireless Services means any service using licensed or unlicensed wireless spectrum, including the use of a Wi-Fi network, whether at a fixed location or by means of a mobile device.

Wireless Service Provider means a person or entity that provides wireless services.

Definitions in this Section may contain quotations or citations to 47 C.F.R. §§ 1.6100 and 1.6002 and Wis. Stat. § 66.0414. In the event that any referenced statutory section is amended, creating a conflict between the definition as set forth in this Article and the amended language of the referenced statutory section, the definition in the referenced statutory section, as amended, shall control.

(Ord. 2019-11, Ord. 2021-01, Ord. 2021-02)

### **Sec. 106-381: Purpose**

(a) In the exercise of its police powers, the City of Evansville has priority over all other uses of the right-of-way. The purpose of this Article is to provide the City of Evansville with a process for managing, and uniform standards for acting upon, requests for the placement of wireless facilities within the right-of-way consistent with the City of Evansville’s obligation to promote the public health, safety, and welfare; to manage the right-of-way; and to ensure that the public’s use is not obstructed or incommoded by the use of the right-of-way for the placement of wireless facilities. The City of Evansville

recognizes the importance of wireless facilities to provide high-quality communications and internet access services to residents and businesses within the City of Evansville. The City of Evansville also recognizes its obligation to comply with applicable Federal and State laws regarding the placement of wireless facilities in the right-of-way including, without limitation, the Telecommunications Act of 1996 (47 U.S.C. § 151 et seq.), Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Wis. Stat. § 182.017, Wis. Stat. § 196.58, and Wis. Stat. § 66.0414, as amended, and this Article shall be interpreted consistent with those provisions.

(Ord. 2019-11, Ord. 2021-01. Ord. 2021-02)

### **Sec. 106-382: Scope**

(a) **Applicability.** Unless exempted by subsection (b), below, every person who wishes to place a wireless facility in the right-of-way or modify an existing wireless facility in the right-of-way must obtain a wireless permit under this Article.

(b) **Exempt Facilities.** The provisions of this Article (other than Sections 160-139 thru 160-392) shall not be applied to applications for the following:

- (1) Installation, maintenance, operation, or replacement of a small wireless facility strung on cables between two existing utility poles in compliance with the National Electrical Safety Code, provided that the small wireless facility does not exceed 24 inches in length, 15 inches in width, and 12 inches in height and has no exterior antenna longer than 11 inches.
- (2) Installation of a mobile cell facility (commonly referred to as “cell on wheels” or “cell on truck”) for a temporary period in connection with an emergency or event, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities.
- (3) Placement or modification of a wireless telecommunications facility on structures owned by or under the control of the City of Evansville. See Section 13 of this Chapter.
- (3) Placement or modification of a wireless facility by City of Evansville staff or any person performing work under contract with the City of Evansville.
- (4) The replacement of an existing small wireless facility with a small wireless facility that is substantially similar to, or the same size or smaller than, the existing small wireless facility, provided that there is no change to the support structure on which the small wireless facility is placed.
- (5) Routine maintenance of a wireless facility.

(c) **Placement on City of Evansville-Owned or –Controlled Support Structures.** Any applicant who wishes to place wireless equipment on a support structure owned or controlled by the City of Evansville, including governmental poles and utility poles for

designated services, must obtain a wireless permit under this Article and enter into an agreement with the City of Evansville. The agreement shall include provisions regarding make-ready work and specify the compensation to be paid to the City of Evansville for use of the support structure in accordance with the standards set out in Wis. Stat. § 66.0414(4), as amended. Unless prohibited by state or federal law, the person or entity seeking the agreement shall reimburse the City of Evansville for all costs the City of Evansville incurs in connection with its review of and action upon the request for an agreement.

(Ord. 2019-11, Ord. 2021-01, Ord. 2021-02)

### **Sec. 106-383: Nondiscrimination**

(a) In establishing the rights, obligations, and conditions set forth in this Article, it is the intent of the City of Evansville to treat each applicant and right-of-way user in a competitively neutral and nondiscriminatory manner, to the extent required by law, while taking into account the unique technologies, situation, and legal status of each applicant or request for use of the right-of-way.

(Ord. 2019-11, Ord. 2021-01, Ord. 2021-02)

### **Sec. 106-384: Administration**

- (a) **Administrator.** The Administrator is responsible for administering this Article.
- (b) **Powers.** As part of the administration of this Article, the Administrator may:
  - (1) Recommend for approval wireless regulations governing the placement and modification of wireless facilities in addition to but consistent with the requirements of this Article, including regulations governing collocation, the resolution of conflicting applications for placement of wireless facilities, and aesthetic standards. The regulations must be adopted by Common Council.
  - (2) Interpret the provisions of the Article and the wireless regulations.
  - (3) Develop forms and procedures for submission of applications for wireless permits consistent with this Article.
  - (4) Collect any fee required by this Article.
  - (5) Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with state and federal laws and regulations.
  - (6) Issue notices of incompleteness or requests for information in connection with any wireless permit application.

- (7) Select and retain an independent consultant or attorney with expertise in telecommunications to review any issue that involves specialized or expert knowledge in connection with any permit application.
- (8) Coordinate and consult with other City of Evansville staff, committees, and governing bodies to ensure timely action on all other required permits under Section 160-385(b)(11) of this Article.
- (9) Negotiate agreements for the placement of wireless equipment on governmental poles or utility poles for designated. Such agreement shall be approved by Common Council.
- (10) Subject to appeal as provided in Section 160-387(e) of this Article, determine whether to grant, grant subject to conditions, or deny an application.
- (11) Take such other steps as may be required to timely act upon wireless permit applications, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

(Ord. 2019-11, Ord. 2021-01, Ord 2021-02)

### **Sec. 106-385: Application**

(a) **Format.** Unless the wireless regulations provide otherwise, the applicant must submit both a paper copy and an electronic copy (in a searchable format) of any application, as well as any amendments or supplements to the application or responses to requests for information regarding an application, to the Administrator. An application is not complete until both the paper and electronic copies are received by the Administrator.

- (b) **Content.** In order to be considered complete, an application must contain:
- (1) All information required pursuant to the wireless regulations.
  - (2) A completed application cover sheet signed by an authorized representative of the applicant.
  - (3) The name of the applicant (including any corporate or trade name), and the name, address, email address, and telephone number of a local representative and of all duly authorized representatives and consultants acting on behalf of the applicant with respect to the filing of the application. If the applicant is a wireless infrastructure provider, the name and contact information for the wireless service provider(s) that will be using the wireless facility must also be provided.
  - (4) A statement of which state or federal deadline(s) apply to the application.
  - (5) A separate and complete description of each proposed wireless facility and the work that will be required to install or modify it, including but not limited to detail regarding proposed excavations, if any; detailed site plans showing the location of the facility and technical specifications for each element of the facility, clearly

describing the site and all structures and equipment at the site before and after installation or modification and identifying the owners of such preexisting structures and equipment; and describing the distance to the nearest residential dwelling unit. Before and after 360-degree photo simulations must be provided for each facility.

- (6) A certification by the applicant that the wireless facility will not materially interfere with the safe operation of traffic control equipment or sight lines or clear zones for transportation of pedestrians, and will fully comply with the federal Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
- (7) A certification by the applicant that the wireless facility will comply with relevant FCC regulations concerning radio frequency emissions from radio transmitters and unacceptable interference with public safety spectrum, including compliance with the abatement and resolution procedures for interference with public safety spectrum established by the FCC set forth in 47 C.F.R. §§ 22.97 to 22.973 and 47 C.F.R. §§ 90.672 to 90.675.
- (8) A statement that the wireless facility will comply with the state electrical wiring code, as defined in Wis. Stat. § 101.80(4), as amended; the state plumbing code specified in Wis. Stat. § 145.13, as amended; the fire prevention code under Wis. Admin. Code § SPS 314, as amended; the Wisconsin commercial building code under Wis. Admin. Code §§ SPS 361 to 366, as amended; the Wisconsin uniform dwelling code under Wis. Admin. Code §§ SPS 320 to 325, as amended; and all local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons.
- (9) A structural report performed by a professional engineer registered in the State of Wisconsin evidencing that the support structure on which the wireless equipment will be mounted will structurally support the equipment, or that the structure may and will be modified to meet structural requirements, in accordance with applicable codes, including the National Electric Safety Code and the National Electric Code.
- (10) If the support structure on which the wireless equipment will be mounted is owned by a third party, a certification that the applicant has permission from the owner to mount its equipment on the structure. This is not required if the support structure is a governmental pole or a utility pole for designated services, as permission will be evidenced by the executed attachment agreement referenced in Section 160-382(c).
- (11) To the extent that filing of the wireless permit application establishes a deadline for action on any other permit that may be required in connection with the wireless facility, the application must include complete copies of applications for every required permit (including without limitation electrical permits, building permits, traffic control permits, and excavation permits), with all engineering completed.

- (12) Payment of all required fees.
- (c) **Waivers.** Requests for waivers from any requirement of this Section 160-385 shall be made in writing to the Administrator. The Administrator may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of the waiver, the City of Evansville will be provided with all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the wireless permit sought.
- (d) **Eligible Facilities Requests.** If the applicant asserts in writing that its application is an eligible facilities request, the City of Evansville will only require the applicant to provide that information set forth in subsection (b) above to the extent reasonably related to determining whether the request meets the definition of “eligible facilities request” under 47 C.F.R. § 1.6100(b)(3). The applicant will be required to submit evidence that the application relates to an existing tower or base station that has been approved by the City of Evansville. Before and after 360-degree photo simulations must be provided with detailed specifications demonstration that the modification does not substantially change the physical dimensions of the existing approved tower or base station.
- (e) **Fees.** Applicant must pay an application fee in an amount set by the common council to allow recovery of the City of Evansville’s direct costs of processing the application, subject to the limits contained in state and federal law, including Wis. Stat. § 66.0414(3)(d), as amended.
- (f) **Public Records.** Applications are public records that may be made publicly available pursuant to state and federal public records law. Notwithstanding the foregoing, the applicant may designate portions of the application materials that it reasonably believes contain proprietary or confidential information by clearly marking each portion of such materials accordingly, and the City of Evansville shall endeavor to treat the information as proprietary and confidential, subject to applicable state and federal public records laws and the Administrator’s determination that the applicant’s request for confidential or proprietary treatment of the application materials is reasonable. The City of Evansville shall not be required to incur any costs to protect the application from disclosure.

(Ord. 2019-11, Ord. 2021-01, Ord 2021-02)

### **Sec. 106-386: General Standards**

(a) **Generally.** Wireless facilities shall meet the minimum requirements set forth in this Article and the wireless regulations, in addition to the requirements of any other applicable law or regulation.

(b) **Regulations.** The wireless regulations and decisions on wireless permits shall, at a minimum, ensure that the requirements of this Article are satisfied, unless it is determined that the applicant has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of telecommunications or

personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this Article and the wireless regulations may be waived, but only to the extent required to avoid the prohibition.

(c) **Standards.**

- (1) Wireless facilities shall be installed and modified in a manner that:
  - (A) Minimizes risks to public safety;
  - (B) Ensures that placement of wireless equipment on existing support structures is within the tolerance of those structures;
  - (C) Ensures that new support structures will not be installed when the applicant has the right to place its wireless facility on an existing structure on reasonable terms and conditions and placement in that location is technically feasible and not materially more expensive;
  - (D) Avoids installation or modification of a utility pole that would exceed the height limits set forth in Wis. Stat. § 66.0414(2)(e)2, as amended;
  - (E) Avoids placement of aboveground wireless facilities in historic districts and underground districts (except for placing equipment on or replacing pre-existing support structures, so long as the collocation or replacement reasonably conforms to the design aesthetics of the original support structure);
  - (F) Avoids placement of wireless facilities in residential areas when commercial or industrial areas are reasonably available;
  - (G) Maintains the integrity and character of the neighborhoods and corridors in which the facilities are located;
  - (H) Ensures that the City of Evansville bears no risk or liability as a result of the installations; and
  - (I) Ensures that applicant's use does not obstruct or hinder travel, drainage, maintenance, or the public health, safety, and general welfare; inconvenience the public; interfere with the primary uses of the right-of-way; or hinder the ability of the City of Evansville or other government entities to improve, modify, relocate, abandon, or vacate the right-of-way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the right-of-way.
- (2) In no event may ground-mounted equipment interfere with pedestrian or vehicular traffic and at all times must comply with the requirements of the Americans with Disabilities Act of 1990.

- (3) Wireless facilities and equipment shall minimize visual impacts, and ensure compliance with all standards for noise emissions. Unless it is determined that another design is less intrusive, or placement is required under applicable law:
  - (A) A new wireless facility must be constructed with materials and colors that match or blend with the surrounding natural or built environment, to the maximum extent practicable. Unless otherwise required, dark greens, dark browns, or other muted colors, earth tones, and subdued hues shall be used.
  - (B) Wireless equipment placed elsewhere on a support structure shall be integrated into the structure, or be designed and placed to minimize visual impacts.
  - (C) Wiring and cabling shall blend with the support structure or and concealed to the greatest extent possible.

(d) **Standard Permit Conditions.** All wireless permits, whether granted under this Article or deemed granted by operation of state or federal law, are issued subject to the following minimum conditions:

(1) **Compliance.** The permit holder shall at all times maintain compliance with all applicable Federal, State, and local laws, regulations, and other rules.

(2) **Construction Deadline.** The permit holder shall commence the activity authorized by the permit no later than 365 days after the permit is granted and shall pursue work on the activity until completion.

(3) **Contact Information.** The permit holder shall at all times maintain with the City of Evansville accurate contact information for the permit holder and all wireless service providers making use of the facility, which shall include a phone number, mailing address, and email address for at least one natural person.

(4) **Emergencies.** The City of Evansville shall have the right to support, repair, disable, or remove any elements of the facilities in emergencies or when the facility threatens imminent harm to persons or property.

(5) **Indemnification.** The permit holder, by accepting a permit under this Article, agrees to indemnify and hold harmless the City of Evansville, its elected and appointed officials, officers, employees, agents, representatives, and volunteers (collectively, the “Indemnified Parties”) from and against any and all liability and loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of rights-of-way by the permit holder or anyone acting under its direction or control or on its behalf arising out of the rights and privileges granted under this Article, even if liability is also sought to be imposed on one or more of the Indemnified Parties. The obligation to indemnify, and hold harmless the Indemnified Parties shall be applicable even if the liability results in part from an act or failure to act on the part of one or more of the Indemnified Parties. However, the obligation does not apply if the liability results from the sole negligence or willful misconduct of an Indemnified Party.



(6) **Adverse Impacts on Adjacent Properties.** The permit holder shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the facility.

(7) **General Maintenance.** The wireless facility and any associated structures shall be maintained in a neat and clean manner and in accordance with all approved plans and conditions of approval.

(8) **Graffiti Removal.** All graffiti on facilities shall be removed at the sole expense of the permit holder within 48 hours after notification from the City of Evansville.

(9) **Relocation.** At the request of the City of Evansville pursuant to Section 160-389 of this Article, the permit holder shall promptly and at its own expense permanently remove and relocate its wireless facility in the right-of-way.

(10) **Abandonment.** The permit holder shall promptly notify the City of Evansville whenever a facility has not been in use for a continuous period of 60 days or longer and must comply with Section 160-390 of this Article.

(11) **Restoration.** A permit holder who removes or relocates a facility from the right-of-way or otherwise causes any damage to the right-of-way in connection with its activities under this Article must restore the right-of-way in accordance with Section 160-391 of this Article.

(12) **Record Retention.** The permit holder shall retain full and complete copies of all permits and other regulatory approvals issued in connection with the facility, which includes without limitation all conditions of approval, approved plans, resolutions, and other documentation associated with the permit or regulatory approval. In the event the City of Evansville cannot locate any such full and complete permits or other regulatory approvals in its official records, and the permit holder fails to retain full and complete records in the permit holder's files, any ambiguities or uncertainties that would be resolved through an examination of the missing documents will be conclusively resolved against the permit holder.

(13) **Radio Frequency Emissions.** Every wireless facility shall at all times comply with applicable FCC regulations governing radio frequency emissions, and failure to comply with such regulations shall be treated as a material violation of the terms of the permit.

(14) **Certificate of Insurance.** A certificate of insurance sufficient to demonstrate to the satisfaction of the Administrator that the applicant has the capability to cover any liability that might arise out of the presence of the facility in the right-of-way.

(Ord. 2019-11, Ord. 2021-01, Ord. 2021-02)

## **Sec. 106-387: Application Processing and Appeal**

(a) **Rejection for Incompleteness.** Notices of incompleteness shall be provided in conformity with state, local, and federal law, including 47 C.F.R. § 1.6003(d) and Wis. Stat. § 66.0414(3)(c), as amended.

(b) **Processing Timeline.** Wireless permit applications (including applications for other permits under Section 160-385(b)(11) necessary to place or modify the facility) and appeals will be processed in conformity with the deadlines set forth in state, local, and federal law, as amended, unless the applicant and the City of Evansville agree to an extension.

(c) **Public Hearing.** Prior to the approval or denial of an application, a public hearing shall be held for public comment. The public hearing will be held at a City of Evansville Plan Commission meeting that allows for the issuing of a timely decision on the application pursuant to the terms of this article and pursuant to Wisconsin Statutes. The Administrator shall give public notice at least seven days prior to public hearing by publication of a class 1 notice under Wis. Stat. § ch. 985. In addition, at least ten days before the public hearing, the public notice shall be mailed to all property owners within 250 feet.

(d) **Written Decision.** In the event that an application is denied (or approved with conditions beyond the standard permit conditions set forth in Section 160-386(d), the Administrator shall issue a written decision with the reasons therefor, supported by substantial evidence contained in a written record. If the permit is for a small wireless facility, the applicant may cure the deficiencies identified in the written decision denying the permit and re-submit the application no later than 30 days after receipt without being required to pay an additional application fee.

(e) **Appeal to ~~City Council~~ Common Council.** Any person adversely affected by the decision of the Administrator may appeal that decision to the ~~City Council~~ Common Council, which may decide the issues de novo, and whose written decision will be the final decision of the City. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the wireless facility. If an applicant contends that denial of the application would prohibit or effectively prohibit the provision of service in violation of federal law, or otherwise violate applicable law, the documentation accompanying the appeal must include that contention and provide all evidence on which the applicant relies in support of that claim.

(f) **Deadline to Appeal.**

(1) Appeals that involve eligible facilities requests must be filed within three business days of the written decision of the Administrator.

(2) All other appeals not governed by Subsection(f)(1), above, must be filed within seven business days of the written decision of the Administrator, unless the Administrator extends the time therefor. An extension may not be granted where extension would result in approval of the application by operation of law.

(g) **Decision Deadline.** All appeals shall be conducted so that a timely written decision may be issued in accordance with the applicable deadline.

(Ord. 2019-11, Ord. 2021-01, Ord 2021-02)

### **Sec. 106-388: Revocation**

(a) **Revocation for Breach.** A wireless permit may be revoked for failure to comply with the conditions of the permit or applicable federal, state, or local laws, rules, or regulations. Upon revocation, the facilities for which the permit has been revoked must be removed within 30 days of receipt of written notice from the City of Evansville. All costs incurred by the City of Evansville in connection with the revocation, removal, and right-of-way restoration shall be paid by the permit holder.

(b) **Failure to Obtain Permit.** Unless exempted from permitting by Section 160-382(b) of this Article, a wireless facility installed without a wireless permit must be removed within 30 days of receipt of written notice from the City of Evansville. All costs incurred by the City of Evansville in connection with the notice, removal, and right-of-way restoration shall be paid by the entities who own or control any part of the wireless facility.

(Ord. 2019-11, Ord. 2021-01, Ord. 2021-02)

### **Sec. 106-389: Relocation**

(a) Except as otherwise prohibited by state or federal law, a permit holder must promptly and at its own expense, with due regard for seasonal working conditions and as directed by the City of Evansville, permanently remove and relocate any of its wireless facilities in the right-of-way whenever such relocation is necessary to prevent the wireless facility from interfering with a present or future City of Evansville use of the right-of-way; a public improvement undertaken by the City of Evansville; an economic development project in which the City of Evansville has an interest or investment; when the public health, safety, or welfare require it; or when necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way. Notwithstanding the foregoing, a permit holder shall not be required to remove or relocate its facilities from any right-of-way that has been vacated in favor of a non-governmental entity unless and until that entity pays the reasonable costs of removal or relocation to the permit holder.

(Ord. 2019-11, Ord. 2021-01, Ord. 2021-02)

### **Sec. 106-390: Abandonment**

(a) **Cessation of Use.** In the event that a permitted facility within the right-of-way is not in use for a continuous period of 60 days or longer, the permit holder must promptly notify the City of Evansville and do one of the following:

- (1) Provide information satisfactory to the Administrator that the permit holder's obligations for its facilities under this Article have been lawfully assumed by another permit holder

- (2) Submit to the Administrator a proposal and instruments for dedication of the facilities to the City of Evansville. If a permit holder proceeds under this section, the City of Evansville may, at its option:
  - (A) Accept the dedication for all or a portion of the facilities;
  - (B) Require the permit holder, at its own expense, to remove the facilities and perform the required restoration under Section 160-391; or
  - (C) Require the permit holder to post a bond or provide payment sufficient to reimburse the City of Evansville for reasonably anticipated costs to be incurred in removing the facilities and undertaking restoration under Section 160-391.
- (3) Remove its facilities from the right-of-way within one year and perform the required restoration under Section 160-391, unless the Administrator waives this requirement or provides a later deadline.

(b) **Abandoned Facilities.** Facilities of a permit holder who fails to comply with Section 160-390(9) and which, for one year, remain unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. In addition to any remedies or rights it has at law or in equity, the City of Evansville may, at its option:

- (1) abate the nuisance and recover the cost from the permit holder or the permit holder's successor in interest;
- (2) take possession of the facilities; and/or
- (3) require removal of the facilities by the permit holder or the permit holder's successor in interest.

(Ord. 2019-11, Ord. 2021-01, Ord 2021-02)

### **Sec. 106-391: Restoration**

(a) In the event that a permit holder removes or is required to remove a wireless facility from the right-of-way under this Article (or relocate it pursuant to Section 160-389), or otherwise causes any damage to the right-of-way in connection with its activities under this Article, the permit holder must restore the right-of-way to its prior condition in accordance with City of Evansville specifications. However, a support structure owned by another entity authorized to maintain that support structure in the right-of-way need not be removed but must instead be restored to its prior condition. If the permit holder fails to make the restorations required by this section, the City of Evansville at its option may do such work after providing 15 days' written notice to the permit holder. In that event, the permit holder shall pay to the City of Evansville, within 30 days of billing therefor, the cost of restoring the right-of-way.

(Ord. 2019-11, Ord. 2021-01, Ord. 2021-02)

**Section 106-392: Severability**

(a) If any section, subsection, clause, phrase, or portion of this Article is for any reason held to be illegal or otherwise invalid by any court or administrative agency of competent jurisdiction, such illegal or invalid portion shall be severable and shall not affect or impair any remaining portion of this Article, which shall remain in full force and effect.

(Ord. 2019-11, Ord. 2021-01, Ord. 2021-02)

CITY OF EVANSVILLE  
ORDINANCE #2023-13

AMENDING CHAPTERS 122 – TRAFFIC AND VEHICLES

The Common Council of the City of Evansville, Rock County, Wisconsin, amend  
Evansville Municipal Code Chapter 122 as follows:

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Chapter 122

**TRAFFIC AND VEHICLES<sup>1</sup>**

**Article I. In General**

Sec. 122-1. State statutes and administrative code adopted.  
Secs. 122-2--122-30. Reserved.

**Article II. Administration and Enforcement**

Sec. 122-31. Penalties.  
Sec. 122-32. Enforcement procedure.  
Sec. 122-33. Deposits.  
Sec. 122-34. Petition to reopen judgment.  
Sec. 122-35. Parking citations and forfeitures.  
Secs. 122-36--122-60. Reserved.

**Article III. Operation of Vehicles**

**Division 1. Generally**

Sec. 122-61. Through highways designated.  
Sec. 122-62. Stop signs.  
Sec. 122-63. One-way streets.  
Sec. 122-64. School bus warning lights.  
Sec. 122-65. Use of vehicles with lugs.  
Sec. 122-66. Heavy traffic routes designated.  
Sec. 122-67. Heavy traffic prohibited.  
Sec. 122-68. Signs and maps for heavy traffic routes.  
Sec. 122-69. Additional penalties.

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<sup>1</sup> **Cross references:** Vehicles at cemeteries, § 26-10; courts, ch. 34; junked vehicles, § 46-31 et seq.; law enforcement, ch. 70; offenses and miscellaneous provisions, ch. 82; operation of motor vehicles, § 82-162; use of compression brakes on motor vehicles, § 82-163; streets, sidewalks and other public places, ch. 106.

Sec. 122-70. Special or seasonal weight restrictions.  
Secs. 122-71--122-90. Reserved.

Division 2. Speed

Sec. 122-91. Speed limits.  
Secs. 122-92--122-120. Reserved.

**Article IV. Stopping, Standing and Parking**

Sec. 122-121. Designation of parking.  
Sec. 122-122. Temporary suspension of parking regulations.  
Sec. 122-123. Parking of commercial vehicles generally.  
Sec. 122-124. Parking of commercial vehicles in residential areas.  
Sec. 122-125. Repair of vehicles on street.  
Sec. 122-126. Winter parking restrictions.  
Sec. 122-127. Parking between 2:00 a.m. and 6:00 a.m.  
Sec. 122-128. Two-hour parking zones.  
Sec. 122-129. No parking zones.  
Sec. 122-130. Restricted parking during specified hours.  
Sec. 122-131. Parking for emergency vehicles only.  
Sec. 122-132. Municipal Parking Lots Restrictions.  
Sec. 122-133. Permit for overnight parking in public parking lots.  
Sec. 122-134. Parking or standing on private property limited or prohibited.  
Sec. 122-135. Parking of campers and trailers.  
Sec. 122-136. Unregistered Vehicles  
Secs. 122-137--122-160. Reserved.

**Article V. Traffic Control Signs, Signals and Devices**

Sec. 122-161. Installation and maintenance.  
Sec. 122-162. Removal of unofficial devices.  
Secs. 122-163--122-190. Reserved.

**Article VI. Abandoned Vehicles**

Sec. 122-191. Forty-eight (48) hour parking prohibited.  
Sec. 122-192. Removal and impoundment authorized.  
Sec. 122-193. Disposition of impounded vehicles.  
Sec. 122-194. Payment of costs of impoundment and sale.  
Sec. 122-195. Notice to state division of motor vehicles of disposition of vehicle.  
Secs. 122-196--122-220. Reserved.

**Article VII. Bicycles**

Sec. 122-221. Penalty.  
Sec. 122-222. Registration and license required.

- Sec. 122-223. Application for license.
- Sec. 122-224. Inspection prior to licensing.
- Sec. 122-225. Issuance of license.
- Sec. 122-226. Cancellation of license.
- Sec. 122-227. Notification of change in ownership; transfer of license.
- Sec. 122-228. Warning device required.
- Sec. 122-229. Operating with feet removed from pedals.
- Sec. 122-230. Trick riding.
- Sec. 122-231. Parking.
- Sec. 122-232. Pedestrian right-of-way.
- Sec. 122-233. Riding on sidewalk.
- Secs. 122-234--122-260. Reserved.

**Article VIII. Snowmobiles**

- Sec. 122-261. Adoption of state law.
- Sec. 122-262. Restrictions on operation.
- Sec. 122-263. Snowmobile trails and routes.
- Secs. 122-264--122-290. Reserved.

**Article IX. Railroads**

- Sec. 122-291. Trains blocking streets.

**Article X. Neighborhood Electric Vehicles**

- Sec. 122-300. Definition of neighborhood electric vehicle.
- Sec. 122-301. Operation of neighborhood electric vehicle.

**Article XI. Taxicabs**

- Sec. 122-310. Vehicle license required.
- Sec. 122-311. Vehicle license application.
- Sec. 122-312. Vehicle license conditions.
- Sec. 122-313. Operator license required.
- Sec. 122-314. Operator license application.
- Sec. 122-315. Operator license conditions.
- Sec. 122-316. Suspension or revocation.



## ARTICLE I. IN GENERAL

### Sec. 122-1. State statutes and administrative code adopted.

(a) *State traffic laws.* Except as otherwise specifically provided in this Code, the statutory provisions in Wis. Stats. chs. 340--348, as amended, describing and defining regulations with respect to vehicles and traffic, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, are hereby adopted and by reference made a part of this Code as if fully set forth in this section. Any act required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited by this Code. Any future amendments, revisions or modifications of the statutes incorporated in this section are intended to be made part of this Code in order to secure uniform statewide regulation of traffic on the highways, streets and alleys of the state.

(b) *State standards for motor vehicle equipment.* The administrative provisions describing and defining standards for motor vehicle equipment in Wis. Admin. Code ch. TRANS 305, exclusive of any provisions therein relating to the penalties to be imposed, are hereby adopted by reference and made a part of this chapter as if fully set forth in this section.

(Code 1986, § 7.00)

Commented [JK1]: This is the correct Chapter Code.

### Secs. 122-2--122-30. Reserved.

## ARTICLE II. ADMINISTRATION AND ENFORCEMENT<sup>2</sup>

### Sec. 122-31. Penalties.

(a) *Generally.* The penalty for violation of any provision of this chapter shall be a forfeiture and penalty assessment if required by Wis. Stats. § 165.87, a jail assessment if required by Wis. Stats. § 302.46, plus any applicable fees prescribed in Wis. Stats. ch. 814.

(b) *State forfeiture statutes.* Forfeitures for violation of section 122-1 shall conform to the forfeiture permitted to be imposed for violation of the statutes adopted by reference, including any variations or increases for subsequent offenses.

(c) *State fine statutes.* The forfeiture for violation of any statute adopted by reference under this chapter for which the penalty is a fine shall not exceed the maximum fine permitted under such statute.

(d) *Local regulations.* The penalty for violation of this chapter, except for section 122-1, shall be as provided in section 1-11.

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<sup>2</sup> **Cross references:** Administration, ch. 2.

(Code 1986, § 7.15)

**Sec. 122-32. Enforcement procedure.**

(a) This chapter shall be enforced according to Wis. Stats. §§ 23.33, 66.12, and 345.11--345.61, and Wis. Stats. ch. 800.

(Code 1986, § 7.16(1))

**Sec. 122-33. Deposits.**

(a) Any person arrested for a violation of this chapter may make a deposit of money as directed by the arresting officer at the police station or at the office of the clerk of court or by mailing the deposit to such places. The arresting officer or the person receiving the deposit shall notify the arrested person, orally or in writing, that:

- (1) If the person makes a deposit for a violation of a traffic regulation, the person need not appear in court at the time fixed in the citation and the person will be deemed to have tendered a plea of no contest and submitted to a forfeiture and penalty assessment if required by Wis. Stats. § 165.87, a jail assessment if required by Wis. Stats. § 302.46, plus any applicable fees prescribed in Wis. Stats. ch. 814, not to exceed the amount of the deposit that the court may accept as provided in Wis. Stats. § 345.26. For municipal ordinance violations, persons failing to appear will be dealt with in accordance with Wis. Stats. § 800.09(2)(b).
- (2) If the person fails to make a deposit for a violation of a traffic regulation or appear in court at the time fixed in the citation, the court may enter a default judgment finding the person guilty of the offense and/or issue a warrant for ~~his~~ their arrest.

(b) The amount of the deposit shall be determined in accordance with the deposit schedule established by the Wisconsin Judicial Conference and shall include the penalty assessment established under Wis. Stats. § 165.87, a jail assessment if required under Wis. Stats. § 302.46, and court costs. If a deposit schedule has not been established, the arresting officer shall require the alleged offender to deposit the forfeiture established by the police chief, which shall include the penalty assessment established under Wis. Stats. § 165.87. Deposits for moving violations shall not include the penalty assessment.

(c) The arresting officer or the person receiving the deposit shall issue the arrested person a receipt therefor as required by Wis. Stats. § 345.26(3)(b).

(Code 1986, § 7.16(2))

**Sec. 122-34. Petition to reopen judgment.**

(a) Whenever a person has been convicted in this state on the basis of a forfeiture of deposit or a plea of guilty or no contest and the person was not informed as required under Wis. Stats. § 345.27(1) and (2), the person may, within 60 days after being notified of the revocation or suspension of the operating privilege, petition the court to reopen the judgment and grant ~~him~~them an opportunity to defend on the merits. If the court finds that the petitioner was not informed as required under Wis. Stats. § 345.27(1) and (2), the court shall order the judgment reopened. The court order reopening the judgment automatically reinstates the revoked or suspended operating privilege.

(Code 1986, § 7.16(3))

**Sec. 122-35. Parking citations and forfeitures.**

(a) Citations for all nonmoving traffic violations under this chapter shall conform to Wis. Stats. § 345.28, and shall permit direct mail payment of the forfeiture to the ~~P~~Police ~~D~~Department within five days of the issuance of the citation in lieu of court appearance. The amount of the applicable forfeiture shall be as established by the ~~city~~Common council from time to time.

(Code 1986, § 7.16(4))

**Secs. 122-36--122-60. Reserved.**

**ARTICLE III. OPERATION OF VEHICLES**

**DIVISION 1. GENERALLY**

**Sec. 122-61. Through highways designated.**

(a) In the interest of public safety and pursuant to Wis. Stats. § 349.07, the following streets or portions thereof are declared to be through highways, and traffic signs or signals giving notice thereof shall be erected by the ~~M~~Municipal ~~S~~Services ~~C~~Committee~~Department~~:

*Madison Street* from Union Street the south city limits, except vehicles entering from Union Street, which need not stop, except when traffic on Madison Street is controlled by a mechanically operated sign or a police officer and except for stop signs at Main Street and at Union Street.

*Main Street* from Fourth Street to the east city limits, except for stop signs at Madison Street and Union Street.

*North Fourth Street* from West Main Street to the west city limits.

(Code 1986, § 7.02, Ord. 2006-12, Ord. 2014-02, [Ord. 2023-13](#))

**Sec. 122-62. Stop signs.**

(a) *Authorized.* In the interest of public safety and pursuant to Wis. Stats. § 349.07(8), the locations designated in this section, being streets or portions thereof, are

declared to be subject to a stop sign, requiring traffic approaching the sign to stop before proceeding.

(b) *Locations.* At each of the following enumerated locations there shall exist a stop sign:

- First Street and Garfield, northeast side.
- First Street and Garfield, northwest side.
- First Street and Garfield, southeast side.
- First Street and Garfield, southwest side.
- First Street and Grove Street, southeast side.
- First Street and Liberty Street, northeast side.
- First Street and Liberty Street, northwest side.
- First Street and Liberty Street, southeast side.
- First Street and Liberty Street, southwest side.
- First Street and Main Street, northwest side.
- First Street and Main Street, southeast side.
- Second Street and Lincoln Street, northwest side.
- Second Street and Lincoln Street, southeast side.
- Second Street and Lincoln Street, southwest side.
- Third Street and Church Street, northeast side.
- Third Street and Church Street, northwest side.
- Third Street and Church Street, southeast side.
- Third Street and Church Street, southwest side.
- Third Street and Liberty Street, northeast side.
- Third Street and Liberty Street, northwest side.
- Third Street and Liberty Street, southeast side.
- Third Street and Liberty Street, southwest side.
- Third Street and West Main Street, southeast side.
- Fourth Street and Badger Drive, northwest side.
- Fourth Street and Badger Drive, southeast side.
- Fourth Street and Badger Drive, southwest side.
- Fourth Street and Garfield Avenue, northeast side.
- Fourth Street and Garfield Avenue, southwest side.
- Fourth Street and Kinsey Court, northeast side.
- Fourth Street and Liberty Street, northeast side.
- Fourth Street and Liberty Street, northwest side.
- Fourth Street and Liberty Street, southeast side.
- Fourth Street and Liberty Street, southwest side.
- Fourth Street and Lincoln Street, northeast side.

- Fourth Street and Lincoln Street, northwest side.
- Fourth Street and Lincoln Street, southeast side.
- Fourth Street and Lincoln Street, southwest side.
- Fifth Street and Badger Drive, northeast side.
- Fifth Street and Badger Drive, northwest side.
- Fifth Street and Badger Drive, southeast side.
- Fifth Street and Badger Drive, southwest side.
- Fifth Street and Fourth Street, southeast side.
- Fifth Street and Garfield Avenue, northeast side.
- Fifth Street and Garfield Avenue, southwest side.
- Fifth Street and Meadow Lane, northeast side.
- Fifth Street and Porter Road, northwest side.
- Fifth Street and Porter Road, southeast side.
- Fifth Street and Porter Road, southwest side.
- Fifth Street and Vision Drive, southwest side.
- Fifth Street and West Main Street, northeast side.
- Fifth Street and West Main Street, northwest side.
- Fifth Street and West Main Street, southeast side.
- Fifth Street and West Main Street, southwest side.
- Sixth Street and Porter Road, intersection, four-way stop signs.
- Sixth Street and Vision Drive, northeast side.
- Sixth Street and Vision Drive, northwest side.
- Sixth Street and Vision Drive, southeast side.
- Sixth Street and West Main Street intersection, four-way stop signs.
- Abey Drive and Fifth Street, southwest side.
- Abey Drive and Sixth Street, northeast side.
- Almeron Street and South Water Street, southeast side.
- Almeron Street and Walker Street, northwest side.
- Badger Drive and Hickory Street, north west side
- Badger Drive and Hickory Street, south east side
- Braeburn Way and North Orchard View, southeast side.
- Braeburn Way and Cortland Drive, northeast side.
- Brown School Road and J. Lindemann Drive, northeast side.
- Brown School Road and J. Lindemann Drive, southeast side.
- Brown School Road and J. Lindemann Drive, southwest side.
- Campion Drive and Garfield Avenue, northwest side.
- Campion Drive and Garfield Avenue, southeast side.
- Cemetery Road and East Main Street, northwest side.

- Cherry Street and South Water Street, southeast side.
- Cherry Street and Walker Street, northwest side.
- Chestnut Street and Badger Drive, southeast side.
- Chestnut Street and Prairie View Drive, northwest side
- Church Street and First Street, northeast side.
- Church Street and First Street, northwest side.
- Church Street and First Street, southeast side.
- Church Street and First Street, southwest side.
- Church Street and Maple Street, northeast side.
- Church Street and Maple Street, northwest side.
- Church Street and Maple Street, southeast side.
- Church Street and Maple Street, southwest side.
- Church Street and Second Street, northeast side.
- Church Street and Second Street, northwest side.
- Church Street and Second Street, southeast side.
- Church Street and Second Street, southwest side.
- Church Street and South Madison Street, northeast side.
- Church Street and South Madison Street, southwest side.
- Cortland Drive and Orchard View Drive, southeast side.
- Countryside Drive and East Main Street, northwest side.
- County Highway M and East Countryside Drive, southwest corner.
- Deanna Drive and East Countryside Drive, southeast corner.
- Debbie Drive and Windsor Lane, northwest side.
- Debbie Drive and Countryside Drive, southeast side.
- East Main Street and Union Street, northeast side.
- East Main Street and Union Street, south side.
- Elijah Court and Abey Drive, southeast side.
- Enterprise Street and Church Street, southeast side.
- Enterprise Street and South Water Street, northwest side.
- Fair Street and Second Street, southeast side
- Fair Street and Second Street, southwest side.
- Fair Street and Second Street, northwest side.
- Francis Street and Cherry Street, northeast side.
- Franklin Street and South Union Street, northeast corner.
- Garfield Avenue and Clifton Street, northwest side.
- Garfield Avenue and Eager Court, northwest side.
- Garfield Avenue and Joshua Drive, northwest side.
- Garfield Avenue and North Third Street, northwest side.

- Garfield Avenue and Sherman Avenue, northwest side.
- Garfield Avenue and Sixth Street, northeast side.
- Garfield Avenue and Sixth Street, southwest side.
- Garfield Avenue and North Second Street, northeast side.
- Garfield Avenue and North Second Street, southwest side.
- Gold Coast Lane and Abey Drive, southeast side.
- Gold Coast Lane and Fifth Street, northwest side.
- Greenview and Countryside Drive, southeast side.
- Greenview and North Water Street, southeast side.
- Gunther Drive and East Countryside Drive, southeast side.
- Gunther Drive and Windsor Lane, northwest side.
- Hancock Lane and East Countryside Drive, southeast side.
- Hancock Lane and Windsor Lane, northwest side.
- Higgins Drive and Badger Drive, northeast side.
- Higgins Drive and Badger Drive, northwest side.
- Higgins Drive and Badger Drive, southeast side.
- Higgins Drive and Badger Drive, southwest side.
- Higgins Drive and Fifth Street, northeast side.
- Highland Street and South 1st Street, southwest side.
- Highland Street and South 2nd Street, northeast side.
- Jackson Street and East Main Street, southeast side.
- Joshua Drive and Sixth Street, northeast side.
- Liberty Street and Second Street, northeast side.
- Liberty Street and Second Street, northwest side.
- Liberty Street and Second Street, southeast side.
- Liberty Street and Second Street, southwest side.
- Liberty Street and South Madison Street, northeast side.
- Liberty Street and South Madison Street, southwest side.
- Lincoln Street and Third Street, northeast side.
- Lincoln Street and Third Street, northwest side.
- Lincoln Street and Third Street, southeast side.
- Lincoln Street and Third Street, southwest side.
- Longfield Street and Fair Street, northwest side.
- Longfield Street and Lincoln Street, southeast side.
- Madison Street and Union Street, west side.
- Maple Street and East Main Street, southeast side.
- Maple Street and South Water Street, northwest side.
- Millard Court at West Main Street, southeast side.

- Mill Street and North Madison Street, northeast side.
- Montgomery Court and North Madison Street, northeast side.
- Noahs Arc Court and North Water Street, northeast side.
- North Second Street and Grove Street, west side.
- North Second Street and West Main Street, northwest side.
- North Second Street and West Main Street, southeast side.
- North Madison Street and Main Street, northeast side.
- North Madison Street and Main Street, northwest side.
- North Madison Street and Main Street, southeast side.
- North Madison Street and Main Street, southwest side.
- North Madison Street and Union Street, southwest side.
- North Water Street and East Countryside Drive, southeast side.
- North Water Street and East Main Street, northwest side.
- North Water Street and East Countryside Drive, northeast side.
- North Water Street and East Countryside Drive, northwest side.
- North Water Street and East Countryside Drive, southwest side.
- North Water Street and Genesis Drive, southwest side.
- North Water Street and Noahs Arc Court, northeast side.
- North Water Street and Hosanna Heights Circle, southwest side.
- Old 92 and South 1st Street, northwest side.
- Old Highway 92 and South Madison Street, southwest side.
- Orchard View Drive and County Road M, northeast side.
- Park Street and Grove Street, northeast side.
- Park Street and Grove Street, northwest side.
- Park Street and North Madison Street, southwest side.
- Parkview Blvd and South 6th Street, southwest side.
- Prairie View Drive and South 6th Street, southwest side.
- School Street and South First Street, northeast side.
- School Street and South Madison Street, southwest side.
- South Sixth Street and Prairie View Drive, south-west side
- S Seventh St and Badger Northeast side
- S Seventh St and Badger Northwest side
- S Seventh St and Badger Southeast side
- S Seventh St and Badger Southwest side
- S Seventh St and Westfield Ave Northeast side
- S Seventh St and Porter Rd Southeast side
- S Seventh St and Prairie View Dr Northeast side
- S Seventh St and Locust La Northeast side



- South Union Street and South Water Street, northwest side
- South Water Street and East Main Street, southeast side.
- Stonewood Ct and Locust La Southwest side
- Union Street and East Main Street, northwest side.
- Union Street and East Main Street, northeast side
- Union Street and East Main Street, southeast side
- Union Street and East Main Street, southwest side
- Walker Street and South Madison Street, northeast side.
- Water Street and South Madison Street, northeast side.
- West Main Street and Fourth Street, northeast side.
- West Main Street and Fourth Street, northwest side.
- West Main Street and Fourth Street, southeast side.
- West Main Street and Fourth Street, southwest side.
- West Main Street and Prentice Street, northwest side.
- West Main Street and Prentice Street, southeast side.
- West Main Street and Spencer Drive, northwest side.
- Westfield Avenue and Badger Drive, northwest side.
- Windsor Lane and North Water Street, northeast side.

(c) *Traffic Signal Locations.* In the interest of public safety, the following intersections are declared controlled intersections and official traffic control signals shall be installed thereon in conformity with the Wisconsin Official Traffic Control Device Manual at the following locations:

County Highway M and Highway 14

(d) *Installation of signs.* The Mmunicipal Sservices Committee and the Mmunicipal Sservices Department shall procure and erect stop signs at each of the locations enumerated in subsection (b) of this section.

(e) *Enforcement and penalties.* Enforcement of the stop sign requirements shall be pursuant to article II of this chapter.

(Code 1986, § 7.12; Ord. No. 1999-4, § 1, 4-13-1999; Ord. No. 1999-12, § 1, 8-10-1999; Ord. No. 1999-19, § 1(7.12), 11-9-1999; Ord. No. 2000-16, § 1, 10-10-2000; Ord. No. 2001-10, § 1, 1-8-2002; Ord. No. 2002-3, § 1, 4-9-2002; Ord. No. 2003-8, § 1, 8-12-2003, Ord. 2004-27, Ord. 2005-11, Ord. 2005-30, Ord. 2006-12, Ord. 2006-13, Ord. 2006-14, Ord. 2006-15, 2006-26, 2006-45, Ord. 2011-10, Ord. 2014-02, Ord. 2016-05, Ord 2018-02, Ord. 2021-11)

**Sec. 122-63. One-way streets.<sup>3</sup>**

(a) *Authorized.* In the interest of public safety and pursuant to Wis. Stats. § 349.10(1)(a), the locations designated in this section, being streets, alleys, driveways, or parking lots or portions thereof under the control and authority of the city, are declared to be subject to one-way direction of travel or parking.

(b) *Locations.* On each street, alley, driveway, parking lot, or portion thereof enumerated in this subsection, the direction of travel and parking shall be as shown:

- Montgomery Court between North Madison Street and First Street, travel and parking from east to west.
- Railroad Street between East Main Street and Mill Street, travel and parking from south to north.
- Mill Street between Railroad Street and North Madison Street, travel and parking from east to west.

(c) *Installation of signs.* The Municipal Services Committee and the Municipal Services Department shall procure and erect one-way direction signs and direction parking signs, as needed, for each location enumerated in subsection (b) of this section.

(d) *Enforcement and penalties.* Enforcement of the one-way travel and parking requirement shall be pursuant to article II of this chapter.

(Ord. No. 1999-15, § 1(7.13), 10-12-1999, Ord. 2008-21, Ord. 2014-02)

**Sec. 122-64. School bus warning lights.**

(a) Pursuant to § 349.21, Wis. Stats., school bus operators may use flashing red warning lights in a residence or business district in locations where there are no crosswalks or traffic signals when pupils or other authorized persons must cross the street or highway before being loaded or after being unloaded.

(Ord. No. 2002-8, § 1, 11-22-2002)

**Sec. 122-65. Use of vehicles with lugs.**

(a) No person shall drive, operate, propel or haul any machine or vehicle whatsoever having wheels with spikes, lugs, or ridges, or having the wheels on such machine or vehicle tied, chained or locked, upon, across or along any street paved with asphalt, asphaltic macadam, asphaltic concrete, macadam, or other material susceptible to injury by such wheels; provided, however, that if the reasonable use or operation of such machine or vehicle is impossible without crossing or passing along any such street, the city administrator may authorize the use of such street or portion thereof in writing, but

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<sup>3</sup> **Cross references:** Streets, sidewalks and other public places, ch. 106.

only upon condition that the pavement shall be planked or otherwise covered to prevent injury from such wheels.

(Ord. 2005-5)

**Sec. 122-66. Heavy traffic routes designated.**

(a) The following streets and highways are declared to be heavy traffic routes pursuant to Wis. Stat. § 349.17(1):

- Madison Street from Union Street to the south city limits.
- West Main Street from Fourth Street to Madison Street.
- East Main Street from Union Street to the east city limits.
- North Fourth Street from West Main Street to the west city limits.
- Union Street from East Main Street to the north city limits.
- South Union Street from Water Street to East Main Street.
- Water Street from South Madison Street to East Main Street.

Commented [LH2]: Consistent font

(Ord. 2005-5, Ord. 2010-06)

**Sec. 122-67. Heavy traffic prohibited.**

(a) Heavy traffic, which for purposes of this section means any vehicle with a gross weight (as defined in Wis. Stat. § 340.01) in excess of 12,000 pounds, is prohibited from using any street or highway in the city not designated a heavy traffic route under section 122-66, except as follows:

- (1) A person operating a vehicle with a gross weight (as defined in Wis. Stat. § 340.01) in excess of twelve thousand pounds but equal to or less than thirty thousand pounds may travel to a business or residence not on a heavy traffic route for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to or from such business or residence, provided that such person causes the vehicle leave and return to a heavy traffic route at a point nearest to such business or residence, unless such person will travel to another business or residence not on a heavy traffic route for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to or from such destination and the driving distance between this next destination and the current destination is less than the distance between the current destination and the nearest heavy traffic route.
- (2) A person operating a vehicle with a gross weight in excess of thirty thousand pounds shall be subject to the requirements of clause (1) of paragraph (a) of this section, and in addition thereto shall travel to only one business or residence not on a heavy traffic route for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to or from such destination on each deviation. A “deviation” is defined as an interval in which a vehicle leaves and returns to a heavy traffic route by the shortest possible route.

- (3) The ~~chief of police~~Chief of Police may grant temporary permits to allow heavy construction equipment to use streets or highways not designated heavy traffic routes. Such permits shall be in writing. Such permits may be granted only when use of a non-designated street or highway is necessary for equipment to reach a construction site, and no permit shall be granted unless the person or corporation owning the equipment pays a fee to the city and agrees in writing to reimburse and hold the city harmless for any damage done to the non-designated street or highway by the equipment and any personal injury or property damage cause in part or in whole by such damage to the street or highway. The ~~Ce~~ommon Ceouncil by resolution shall establish and may from time to time amend the fee required by this paragraph, which shall be set forth in appendix A.
- (4) Vehicles owned by federal or state governments, or political subdivisions thereof shall not be restricted as set forth in this section.
- (5) This section does not apply to streets or highways over which are routed state trunk highways.
- (6) Any lesser gross weight established as a special or seasonal weight limitation under section 122-70 shall supersede any limitations or exceptions under this section.

(Ord. 2005-5, Ord. 2010-06, [Ord. 2023-13](#))

#### **Sec. 122-68. Signs and maps for heavy traffic routes.**

(a) Appropriate signs shall be posted giving notice of section 122-67 and of the heavy traffic routes designated in section 122-66. Yellow sign posts may also be used to designate heavy traffic routes. Maps of the city showing heavy traffic routes shall be prepared and shall be available upon request at city hall and the police department headquarters.

(Ord. 2005-5)

#### **Sec. 122-69. Additional penalties.**

(a) In addition to the penalties provided in section 122-31, any person or corporation that owns or operates a vehicle or equipment that damages any street or highway in the city while such vehicle or equipment is being operated in violation of section 122-65, 122-67 or 122-70 shall be liable and required to pay the city the cost of repair or replacement of the damaged street or highway.

(Ord. 2005-5, Ord. 2010-06)

#### **Sec. 122-70. Special or Seasonal Weight Limitations.**

(a) Pursuant to procedures and limitations of Wisconsin Statutes, Section 349.16, the ~~Superintendent~~ of Municipal Services Director may:

(1) ~~Impose special weight limitations on any highway maintained by the city or portion thereof which, because of weakness of the roadbed due to deterioration or climatic conditions or other special or temporary condition, would likely be seriously damaged or destroyed in the absence of such special limitations;~~

(2) Impose special weight limitations on bridges or culverts when in its judgment such bridge or culvert cannot safely sustain the maximum weights permitted by statute;

(a) (3) Order the owner or operator of any vehicle being operated on a highway to suspend operation if in its judgment such vehicle is causing or likely to cause injury to such highway or is visibly injuring the permanence thereof or the public investment therein, except when Wisconsin Statutes, Section 84.20, is applicable or when the vehicle is being operated pursuant to a contract which provides that the governmental unit will be reimbursed for any damage done to the highway. Traffic officers also may order suspension of operation under the circumstances and subject to the limitations stated in this paragraph c.

(Ord. 2010-06, Ord. 2014-02, [Ord. 2023-13](#))

**Secs. 122-71--122-90. Reserved.**

## DIVISION 2. SPEED

### Sec. 122-91. Speed limits.

(a) The ~~Common C~~ouncil determines the statutory speed limits on the following streets or portions thereof are unreasonable, unsafe or imprudent and modifies such speed limits under Wis. Stats. §§ 346.57 and 349.11, all streets are Twenty-Five miles per hour unless listed below as follows:

~~(1) Twenty five miles per hour.—~~

~~East Main Street from Union Street to the intersection of County Trunk M and U.S. Highway 14.~~

~~North Madison Street from Union Street to Main Street.~~

~~South Madison Street from Main Street to the south city limits.~~

~~Union Street from East Main Street to North Madison Street.~~

—(2) *Thirty-five miles per hour.*

Cemetery Road,

County Trunk M from the north city limit to the south city limit, and

Old Highway 92,

Union Street from North Madison Street to the north city limit.

—(3) *Fifteen miles per hour.*

Antes Drive,

Burr W. Jones Circle,

Leonard Park Drive, and

Westside Park Service Road.

(Code 1986, § 7.01; Ord. No. 1998-15, § 1, 10-13-1998, Ord. 2005-6, Ord. 2007-22; Ord. 2008-16, Ord. 2023-13)

**Secs. 122-92--122-120. Reserved.**

#### ARTICLE IV. STOPPING, STANDING AND PARKING

##### Sec. 122-121. Designation of parking.

(a) The Municipal Services Director or other designated person shall, by striping or otherwise, designate parking spaces (either horizontal, diagonal or otherwise) upon such city streets, parking lots or other public places as the Common Council or Municipal Services committee may from time to time designate or prescribe.

(b) The Municipal Services Director or other designated person shall also, by the erection of appropriate signs, painting of curb lines or other clearly understood means, designate areas upon city streets, parking lots or other public places where parking is prohibited pursuant to order of the Common Council or Municipal Services Committee.

(c) No person shall park any vehicle in such areas contrary to the manner indicated by such signs or markings.

(d) No person shall park any vehicle, trailer or other motorized equipment on lawns.

(Code 1986, § 7.03(5), Ord. 2014-02, Ord 2020-15)

##### Sec. 122-122. Temporary suspension of parking regulations.

(a) Upon request, for special events, the Public Safety Committee may suspend on a temporary basis the parking regulations. The applicant must make request in writing to the chief of police and public safety committee. The request must include the place, date and times for which parking regulation suspension is to be made.

Commented [LH3]: Check speed limit

Commented [JK4R3]: Chief Reese said was set back to 25mph

(Code 1986, § 7.03(12))

**Sec. 122-123. Parking of commercial vehicles generally.**

(a) No commercial vehicles over 17 feet in length shall be parked on the streets of the city, except where parking parallel to the curb is permitted, unless loading or unloading, in which case parking is permitted in diagonal parking spaces, only if the front of such vehicle is headed toward the center of the street and one of the rear wheels thereof rests on the curb of the street, and then only for a reasonable time in which to accomplish such unloading or loading.

(Code 1986, § 7.03(1))

**Sec. 122-124. Parking of commercial vehicles in residential areas.**

(a) No person shall park or leave standing or unattended any commercial vehicle more than 20 feet in length for more than two consecutive hours, or while the motor is running, on any city street or alley where abutting property is zoned R-1 or R-2, except to make deliveries, ~~pickups~~ pickups, or similar commercial operations in the immediate vicinity or while engaged in the actual process of loading or unloading.

(Code 1986, § 7.03(10))

**Sec. 122-125. Repair of vehicles on street.<sup>4</sup>**

(a) No person shall remodel, repair, or alter any motor vehicle on any street in the city. This section shall not apply to emergency repairs performed on any street in the city within 12 hours after such motor vehicle becomes inoperable which are necessary for the purpose of making such motor vehicle operable.

(Code 1986, § 7.03(9))

**Sec. 122-126. Winter parking restrictions.**

(a) ~~Parking restrictions during and after snow emergencies;~~ ~~restrictions.~~ A snow emergency is defined based upon forecasted information or observed conditions, and that the accumulation of ice, snow, whether from snowfall or drifting, necessitates snowplowing, snow removal or pavement treatments. Any vehicle parking or left standing in violation of this section may be ticketed a minimum ticket fine of \$100 and/or removed under the direction of the City of Evansville Police Department or Municipal Services Department. The expense of any such removal may be charged to the owner of the vehicle. Removal of said vehicle shall not prevent prosecution under this section.

(b) *Signs and posting.* The ~~Director of~~ Municipal Services ~~Department~~ shall procure, erect and maintain appropriate traffic signs or markers giving notice of the provisions of

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<sup>4</sup> **Cross references:** Streets, sidewalks and other public places, ch. 106.

this section at or reasonably near the corporate limits on all state and county trunk highways informing motorists when winter parking regulations are in effect.

(c) *Notification.* Notifications shall be made via a press release issued by the Police Department or Municipal Services Department. Failure to receive such notifications shall not excuse any person from the provisions of this subsection.

(Code 1986, § 7.03(2), Ord. 2012-27, Ord 2021-10)

#### **Sec. 122-127. Parking between 2:00 a.m. and 6:00 a.m.**

(a) When signs have been erected at or reasonably near the corporate limits of the city as provided in Wis. Stats. § 349.13, no person shall park any vehicle in the city on Main Street from its intersection with First Street to its intersection with Union Street, on Madison Street from its intersection with Mill Street to its intersection with Church Street, and on Maple Street from its intersection with Main Street to its intersection with Church Street, at any time between 2:00 a.m. and 6:00 a.m., except physicians on emergency calls.

(Code 1986, § 7.03(3))

#### **Sec. 122-128. Two-hour parking zones.**

(a) *Established.* The following described streets and parts of streets in the city are hereby designated and established as two-hour parking zones:

•—Madison, from Church Street to Mill Street.

•  
—

—Main Street, from the corner of First Street to the middle of the intersection of Maple Avenue.

•  
—

• Maple Street, from East Main Street to the north line of the alley running east and west through Block 9, original plat of the city.

(b) *Parking time limit.* The parking limit in all two-hour parking zones shall be two hours.

(c) *Hours and days when applicable.*

(1) The limited parking in such zones and on such streets shall apply from 9:00 a.m. to 6:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

(2) On Sunday and on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day the restricted parking shall not be in force.

(d) *Violations.* When any person shall park any vehicle in a two-hour parking zone, ~~he~~they shall park the vehicle within the space designated for such parking and in the manner of parking indicated as proper. No person shall park any vehicle in excess of such two-hour limit. No person shall cause or permit any vehicle registered in ~~his~~their name to be unlawfully parked as set out in this section.



(Code 1986, § 7.03(4))

**Sec. 122-129. No parking zones.**

(a) No person shall stop or leave any vehicle standing in any of the following places except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers and while the vehicle is attended by a licensed operator so that it may promptly be moved in case of an emergency or to avoid obstruction of traffic:

- (1) In a loading zone.
- (2) In an alley in a business district.
- (3) Within 10 feet of a fire hydrant, unless a greater distance is designated per Evansville Municipal Code Sec. 122-121.
- (4) Within 4 feet of the entrance to an alley, a private road or driveway unless a greater distance is designated per Evansville Municipal Code Sec. 122-121.
- (5) Closer than 15 feet to the near limits of a crosswalk unless otherwise designated under Evansville Municipal Code 122-121.
- (6) As an obstruction to United States Postal Service delivery to ~~mail boxes~~ mailboxes.

(b) *Designated.* The following described streets and parts of streets in the city are hereby designated and established as no parking zones:

- Church Street, both sides from South Madison Street to the westerly property line of 11 West Church Street, for temporary ~~15-minute~~ 15-minute parking only, with parking spots to be outlined in white for individual cars.
- Church Street, both sides from the westerly property line of 11 West Church Street to the westerly property line of 22 West Church Street, for emergency personnel parking only.
- College Drive, both sides, from South Fourth Street to West Church Street.
- East Church Street, south side, from Enterprise Street to Allen Creek.
- East Church Street, south side, from South Madison Street to Maple Street.
- East Main Street, both sides, from Union Street to the east city limits.
- Leonard Park Drive, both sides, from North Second Street to Grove Street.
- Mill Street, from North Madison Street to Railroad Street on the southeast corner.
- Montgomery Court, south side, from North First Street to North Madison Street.
- North Fourth Street, southwest side, from West Main Street to the west city limit.
- North Madison Street, both sides, from Allen Creek to Union Street.

- North Madison Street, west side, from Montgomery Court to Allen Creek.
- Railroad Street, east side, from East Main Street to Mill Street.
- Railroad Street, west side, from East Main Street to the alley.
- South Fourth Street, both sides, from Badger Drive to its south end.
- South Madison Street, west side, from Church Street to the south city limit.
- South Union Street, east side, from East Main Street to Water Street.
- Union Street, both sides, from the north city limits to Main Street.
- Walker Street, both sides, from Cherry Street to east end of Walker Street.
- Water Street, south and east sides, from Allen Creek to East Main Street.
- Water Street, south side from Madison Street to Allen Creek
- West Main Street, north side, from First Street to Fourth Street.
- ~~West Main Street and North Madison Street, northwest corner, one stall only for handicap parking.~~
- Cemetery Street, west side 50 feet from Main Street

**Commented [JK5]:** Need to add Cemetery St. and any other new streets from the last time updated.

**Commented [JK6R5]:** Chief Reese & Lt. Jones Measured from corner to 50 feet for sign to be put up and talked to homeowner saying a sign will be put up.

(c) *Violations.* No person shall park any vehicle in the no parking zones at any time. This subsection does not, however, prohibit temporary stopping of a vehicle for the purpose of receiving or discharging passengers or loading or unloading, provided the vehicle is attended by a licensed operator.

(d) *Installation of signs.* Official traffic signs or markers giving notice of such no parking zones shall be placed or erected by the Municipal Services Committee.

(Code 1986, § 7.03(7), Ord. 2005-7, Ord. 2005-52, Ord. 2010-05, Ord. 2011-11, Ord. 2011-18, Ord. 2012-25, Ord. 2013-05, Ord. 2014-02, Ord 2016-20, Ord. 2018-13)

**Sec. 122-130. Restricted parking during specified hours.**

(a) No person shall park or leave standing any motor vehicle on Third Street from Lincoln Street south to the end of Third Street between 7:30 a.m. and 4:00 p.m. on school days.

(b) Reserved.

(c) Reserved.

(d) No person shall park or leave standing any motor vehicle on the north side of Fair Street from Second Street to the school limits between the hours of 7:30 a.m. and 4:00 p.m. on school days.

(e) Reserved.

(f) No person shall park or leave standing any motor vehicle on School Street from Madison to South First Street between the hours of 7:30 a.m. and 4:00 p.m. on school days.

(g) No person shall park or leave standing any motor vehicle on Fourth Street from Badger Drive to Lincoln Street between the hours of 7:30 a.m. and 4:00 p.m. on school days.

(h) Parking shall be permitted in one stall at 115 East Main Street for a period of no more than ten minutes. The ten-minute parking shall apply from 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to noon on Saturday.

(i) Parking shall be permitted along the north side of Brown School Road, starting from approximately the ~~South West~~Southwest corner of parcel 6-27-959.3 (720 Brown School Road) running east 160 feet, for a period of no more than ten minutes. Exact location and distance shall be designated under Evansville Municipal Code 122-121.

(Code 1986, § 7.03(8); Ord. No. 2002-13, § 1, 1-14-2003, Ord. 2007-13, Ord. 2018-13, Ord. 2019-09, Ord. 2020-15)

#### **Sec. 122-131. Parking for emergency vehicles only.**

(a) Church Street, both sides from the westerly property line of 11 West Church Street to the westerly property line of 22 West Church Street shall be designated as authorized emergency vehicle parking only. No person shall park any vehicle not an authorized emergency vehicle or personal vehicle of responding emergency services personnel in that designated location.

(Ord. No. 1999-13, § 1(7.03(13)), 8-10-1999, Ord. 2012-05)

#### **Sec. 122-132. Parking restrictions in public parking lots.**

(a) On Monday through Friday of each week, no person shall park or leave standing any unoccupied vehicle in any public parking lot in the city for more than 12 continuous hours in one calendar day. Merely moving the vehicle from one location to another within the same parking lot shall not interrupt the running of the 12-hour period.

(b) From Monday through Friday of each week, no person shall park or leave standing any unoccupied vehicle in any public parking lot in the city between the hours of 2:00 a.m. and 6:00 a.m., except in those areas designated for overnight parking by an annual or temporary residential parking permit and windshield sticker.

(c) No vehicle shall be parked at designated electric charging stations unless the vehicle is connected to the charging station and the charging station is active.

(d) The ~~Chief of Police~~Chief of Police shall issue parking lot residential parking permits and windshield stickers pursuant to section 122-133.

(e) Notwithstanding the preceding provisions of this subsection, residents may park vehicles in the City of Evansville parking lots for no more than 48 consecutive hours while snow is being cleared from City streets during a snow emergency.

(Code 1986, § 7.03(6), Ord. 2004-11, Ord 2019-09, Ord. 2021-10)

#### **Sec. 122-133. Permit for overnight parking in public parking lots.**

(a) *Eligibility; issuance.* Residents of the city may obtain from the ~~chief of police~~Chief of Police a permit permitting overnight vehicle parking in designated areas of the city parking lots. Only one permit per resident of driving age shall be allowed. The applicant shall complete such form as required by the ~~chief of police~~Chief of Police. The

resident shall receive a sticker to be displayed on the vehicle windshield.

(b) *Temporary permit.* Temporary visitors to the city may obtain from the ~~chief of police~~Chief of Police a temporary seven-day parking permit permitting overnight vehicle parking in designated areas of the parking lots of the city. The applicant shall complete such form as required by the ~~chief of police~~Chief of Police. The visitor shall receive a temporary permit and dashboard card to be displayed in the vehicle windshield.

(c) *Snow emergency parking.* Residents may park vehicles within the City of Evansville Municipal Parking Lots without a permit and at no cost, for no more than 48 consecutive hours while snow is being cleared from City streets during a snow emergency.

(d) *Fee.* There shall be a yearly fee, as established by the council from time to time by resolution and as set forth in appendix A, for each calendar year or fraction thereof, for the annual residential parking permit. There shall be no fee for the temporary residential parking permit or for any city resident during a snow ~~emergency~~emergency.

(Code 1986, § 7.03(11), Ord 2021-10)

#### **Sec. 122-134. Parking or standing on private property limited or prohibited.**

(a) ~~Authority In~~Authority In the interest of public safety and pursuant to Wis. Stats. §§ 349.06(1)(b), 346.55, the ~~C~~Council determines the regulation of parking or standing motor vehicles on private property is necessary.

(b) *No motor vehicle parking or standing without consent.* No person shall leave or park any motor vehicle on private property without the consent of the owner or lessee of the property.

(c) *No motor vehicle parking or standing where limited, restricted, or prohibited.* No person shall leave or park any motor vehicle on private property contrary to any sign posted thereon by the owner or lessee limiting or restricting who may park or leave a vehicle or prohibiting parking or leaving of vehicles altogether.

(d) *Property owner or lessee to provide sign.* An owner or lessee of private property who wishes to limit, restrict, or prohibit the leaving or parking of motor vehicles on the property must post a sign that clearly warns of the restrictions or prohibition of parking or leaving of motor vehicles. The property owner or lessee shall obtain and pay any expense of installing and maintaining the required sign.

(Ord. No. 1999-17, § 1(7.03(13)), 11-9-1999)

#### **Sec. 122-135. Parking of campers and trailers.**

(a) No person owning or having control of any camping trailer (including but not limited to any trailer as the defined by section 340.01 (71) of the Wisconsin statutes), mobile home, motor bus, motor home, camper bus, gooseneck, fifth wheel, bumper pull behind, pop up, recreational vehicle, or other camper or trailer shall park the same upon any street, highway or public right-of-way of the city for more than four (4) separate days, or any portion thereof, whether consecutive or in the aggregate, within any 30 day

period regardless of which street, highway or public right-of-way of the city it is parked on each particular day or portion thereof.

[Ord. 2016-15]

**Secs. 122-136. Unregistered Vehicles**

(a) No person, firm, corporation, or other entity shall park, leave standing and/or unattended any unregistered automobile, truck, motorcycle, or vehicle (including but not limited to any vehicle as defined by section 340.01(74) of the Wisconsin Statutes) on any public street, public parking lot or other city - owned property in the city.

(b) No person, firm, corporation or other entity shall park, leave standing and/or unattended any automobile, truck, motorcycle, or vehicle (including but not limited to any vehicle as defined by section 340.01(74) of the Wisconsin Statutes) on any public street, public parking lot or other city -- owned property in the city that fails to properly display registration (as provided under section 341.18(1) of the Wisconsin Statutes).

(c) When any law enforcement officer finds a vehicle standing upon a public street, parking lot or other city -- owned property in violation of the above provisions, the law enforcement officer is authorized to move such vehicle or require the person, firm, corporation, or other entity in charge thereof to move such vehicle to a location permitted under this Chapter. The law enforcement officer may cause said vehicle to be removed to a proper impoundment and storage area and in such case the owner shall pay the costs of removal from impound including any storage fees before the owner may obtain possession of the vehicle.

(d) The provisions of sections 122-192 through 122-195 of the code of ordinances is applicable to this section.

(Ord 2017-10)

**Secs. 122-137--122-160. Reserved.**

**ARTICLE V. TRAFFIC CONTROL SIGNS, SIGNALS AND DEVICES**

**Sec. 122-161. Installation and maintenance.**

(a) The Mmunicipal Sservices Ccommittee shall procure, erect and maintain appropriate standard traffic signs, signals and markings conforming to the rules of the state highway division giving such notice of the provisions of this chapter as required by state law. Signs shall be erected in such locations and manner as the Mmunicipal Sservices Ccommittee shall determine will best effect the program and purposes of this chapter and give adequate warning to users of the street or highway.

(Code 1986, § 7.04(1), Ord. 2014-02)

**Sec. 122-162. Removal of unofficial devices.**

(a) The ~~Municipal~~ ~~Services~~ ~~Committee~~ shall have the authority granted by Wis. Stats. § 349.09, and shall cause the removal of a sign, signal, marking or device placed, maintained or displayed in violation of this chapter or Wis. Stats. § 346.41. Any charge imposed on premises for removal of such an illegal sign, signal or device shall be reported to the ~~Common~~ ~~Council~~ at its next regular meeting for review and certification.

(Code 1986, § 7.04(2), Ord. 2014-02)

**Secs. 122-163--122-190. Reserved.**

**ARTICLE VI. ABANDONED VEHICLES**

**Sec. 122-191. Forty-eight (48) hour parking prohibited.**

(a) Forty-eight (48) Hour Limitation. No person, firm or corporation shall park, leave standing and/or unattended any automobile, truck, motorcycle, or vehicle (including but not limited to any vehicle as the defined by section 340.01 (74) of the Wisconsin statutes) ~~of any description on any public street, public parking lot or other City-owned property in the City for a period of Forty-eight (48) or more consecutive hours in the same location at any time, except that where more restrictive parking limits have been established the more restrictive limits shall apply. When any law enforcement officer shall find a vehicle standing upon a public street, parking lot or other City-owned property in violation of the provisions of this Section, ~~he is~~ they are authorized to move such a vehicle or to require the operator in charge thereof to move such vehicle to a position permitted under this Chapter. The law enforcement officer may cause said vehicle to be removed to a proper impoundment and storage area and in such case the owner shall pay the costs of removing said vehicle and the storage fees on said vehicle before ~~they~~ he may recover the possession thereof.~~

[Code 1986, § 7.08(1), Ord. 2012-26, Ord 2016-17]

**Sec. 122-192. Removal and impoundment authorized.**

(a) Any vehicle in violation of this article shall be impounded until lawfully claimed or disposed of under section 122-193, except that if the ~~chief of police~~ Chief of Police or ~~his~~ their authorized representative determines that the cost of towing and storage charges for the impoundment would exceed the value of the vehicle, the vehicle may be junked by the city prior to expiration of the impoundment period upon determination by the ~~chief of police~~ Chief of Police or ~~his~~ their authorized representative that the vehicle is not wanted for evidence or other reason.

(Code 1986, § 7.08(2), [Ord. 2023-13](#))

**Sec. 122-193. Disposition of impounded vehicles.**

(a) *Vehicles with value exceeding \$100.00.*

**Commented [JK7]:** Should this be with section 122-135 one says 4 days this says 48 hours both quoting Section 340.01?

**Commented [JK8R7]:** Talked with Lt. Jones and said this is how it should be written.

- (1) If the ~~chief of police~~ Chief of Police or ~~his~~ their authorized representative determines that the value of the abandoned vehicle exceeds \$100.00, ~~he~~ they shall notify the owner and lienholders of record by certified mail that the vehicle has been deemed abandoned and impounded by the city and may be reclaimed within 15 days upon payment of accrued towing, storage and notice charges, and if not so reclaimed shall be sold.
- (2) If an abandoned vehicle determined to exceed \$100.00 in value is not reclaimed within the period and under the conditions as provided in subsection (a)(1) of this section, it may be sold at private sale.
- (3) After deducting the expense of impoundment and sale, the balance of the proceeds, if any, shall be paid ~~into~~ to the ~~eCity treasury clerk~~.
- (4) All substantially complete vehicles in excess of 19 model years of age shall be disposed of in accordance with Wis. Stats. § 342.40(3)(c).

(b) *Vehicles with value less than \$100.00.* Any abandoned vehicle which is determined by the ~~chief of police~~ Chief of Police or ~~his~~ their authorized representative to have a value of less than \$100.00 may be disposed of by direct sale to a licensed salvage dealer upon determination that the vehicle is not reported stolen.

(Code 1986, § 7.08(3), [Ord. 2023-13](#))

**Sec. 122-194. Payment of costs of impoundment and sale.**

(a) The owner of any abandoned vehicle, except a stolen vehicle, is responsible for the abandonment and all costs in impounding and disposing of the vehicle. Costs not recovered for the sale of the vehicle may be recovered in a civil action by the city against the owner.

(Code 1986, § 7.08(4))

**Sec. 122-195. Notice to state division of motor vehicles of disposition of vehicle.**

(a) Within five days after sale or disposal of a vehicle as provided in section 122-193, the ~~chief of police~~ Chief of Police or ~~his~~ their authorized representative shall advise the state department of transportation, division of motor vehicles, of such sale or disposition on a form supplied by the division. A copy of such form shall also be given to the purchaser of the vehicle. A copy shall also be retained on file in the city.

(Code 1986, § 7.08(5), [Ord. 2023-13](#))

**Secs. 122-196--122-220. Reserved.**

## ARTICLE VII. BICYCLES<sup>5</sup>

### Sec. 122-221. Penalty.

(a) Any person who shall operate any bicycle not properly registered or carrying a proper identification tag as required under this article upon any street in the city, or who shall operate such bicycle in an unsafe manner or in violation of any state law or local ordinance, shall upon conviction thereof be subject to the penalty provided in section 122-31.

(Code 1986, § 7.06(9))

### Sec. 122-222. Registration and license required.

(a) No person shall operate and no owner shall consent to be operated in the city any bicycle customarily kept within the city unless at the time of operation it is registered with the city, the license fee therefor paid and the license tag for such bicycle attached thereto and visible for inspection.

(Code 1986, § 7.06(2))

### Sec. 122-223. Application for license.

(a) Application for a bicycle license shall be made on a form provided by the Police Department ~~city clerk treasurer~~, at which time the license fee shall be paid. The ~~clerk treasurer~~ police department shall issue a license unless they ~~police department~~ recommends that no license be issued as provided in this article.

(Code 1986, § 7.06(4), [Ord. 2023-13](#))

### Sec. 122-224. Inspection prior to licensing.

(a) The police department shall cause to be inspected each bicycle presented for registration, and if any such bicycle is found to be in an unsafe mechanical condition or not equipped as provided in this article, shall recommend ~~to the city clerk treasurer~~ that no license be issued until such bicycle is put in proper mechanical condition or is equipped as provided in this article. The ~~chief of police~~ Chief of Police may designate the dates and times during which such inspections shall be conducted.

(Code 1986, § 7.06(5))

### Sec. 122-225. Issuance of license.

(a) Upon payment of a license fee by the applicant in such amount as established by the council from time to time by resolution and as set forth in appendix A, the ~~p~~Police ~~D~~Department shall issue a license tag, which shall permit the bicycle to be operated upon

<sup>5</sup> **Cross references:** Streets, sidewalks and other public places, ch. 106.



the streets of the city. Unless cancelled or revoked in the manner provided in this article, no further application or fee shall be required for use of such bicycle by the applicant or members of the applicant's immediate family, subject, however, to the provisions of section 122-227.

(Code 1986, § 7.06(3))

**Sec. 122-226. Cancellation of license.**

(a) The ~~chief of police~~ Chief of Police shall cancel the registration of and remove the identification tag from any bicycle being operated upon any street in the city in an unsafe manner or in violation of any state law or local ordinance. Such cancellation of registration and removal of tag shall be in addition to other penalties provided under this article.

(Code 1986, § 7.06(6))

**Sec. 122-227. Notification of change in ownership; transfer of license.**

(a) Within ten days after any bicycle registered under this article changes ownership, or is dismantled and taken out of operation, such information shall be reported to the ~~P~~olice ~~D~~epartment by the person in whose name the bicycle has been registered. The transferee shall, within not more than ten days after such transfer, re-register the bicycle and pay a transfer fee as established by the council from time to time by resolution and as set forth in appendix A.

(Code 1986, § 7.06(7))

**Sec. 122-228. Warning device required.**

(a) No bicycle shall be operated on the city streets unless equipped with either a warning bell or horn.

(Code 1986, § 7.06(8)(b))

**Sec. 122-229. Operating with feet removed from pedals.**

(a) No person shall operate a bicycle in the city with ~~his~~ their feet removed from the pedals.

(Code 1986, § 7.06(8)(c))

**Sec. 122-230. Trick riding.**

(a) No rider of a bicycle shall remove both hands from the handlebars or practice any trick or fancy riding on any street in the city.

(Code 1986, § 7.06(8)(d))

**Sec. 122-231. Parking.**

(a) No person shall leave or park a bicycle at such a place or in such a way as to create a hazard to pedestrians, automobile operators or anyone else.

(Code 1986, § 7.06(8)(f))

**Sec. 122-232. Pedestrian right-of-way.**

(a) This article does not supersede the right of pedestrians to the right-of-way over any bicycle, even though operated in the manner provided in this article.

(Code 1986, § 7.06(8)(h))

**Sec. 122-233. Riding on sidewalk.**

(a) Bicycles may be ridden on sidewalks except in the business districts as defined on the zoning district map under chapter 130.

(Code 1986, § 7.06(8)(i))

**Secs. 122-234--122-260. Reserved.**

**ARTICLE VIII. SNOWMOBILES**

**Sec. 122-261. Adoption of state law.**

(a) Except as otherwise specifically provided in this chapter, the statutory provisions describing and defining regulations with respect to snowmobiles in the following enumerated sections of the state statutes are hereby adopted by reference and made part of this section as if fully set forth in this section. Acts required to be performed or prohibited by such statutes are required or prohibited by this section:

TABLE INSET:

Wis. Stats. § 350.01	Definitions
Wis. Stats. § 350.02	Operation of snowmobiles on or in the vicinity of highways
Wis. Stats. § 350.03	Right-of-way
Wis. Stats. § 350.035	Meeting of snowmobiles
Wis. Stats. § 350.04	Snowmobile races, derbies and routes
Wis. Stats. § 350.045	Public utility exemption
Wis. Stats. § 350.047	Local ordinance to be filed

Wis. Stats. § 350.05	Operation by youthful operators restricted
Wis. Stats. § 350.07	Driving animals
Wis. Stats. § 350.08	Owner permitting operation
Wis. Stats. § 350.09	Head lamps, tail lamps and brakes, etc.
Wis. Stats. § 350.095	Noise level requirements
Wis. Stats. § 350.10	Miscellaneous provisions for snowmobile operation
Wis. Stats. § 350.101	Intoxicated snowmobiling
Wis. Stats. § 350.102	Preliminary breath screening test
Wis. Stats. § 350.1025	Application of intoxicated snowmobiling law
Wis. Stats. § 350.103	Implied consent
Wis. Stats. § 350.104	Chemical test
Wis. Stats. § 350.106	Report arrest to department
Wis. Stats. § 350.107	Officer's action after arrest for operating a snowmobile while under influence of intoxicant
Wis. Stats. § 350.11	Penalties
Wis. Stats. § 350.12	Registration of snowmobiles; trail use stickers
Wis. Stats. § 350.13	Uniform trail signs and standards
Wis. Stats. § 350.135	Interference with uniform trail signs and standards prohibited
Wis. Stats. § 350.15	Accidents and accident reports
Wis. Stats. § 350.155	Coroners and medical examiners to report; required blood specimen
Wis. Stats. § 350.17	Enforcement
Wis. Stats. § 350.18	Local ordinances
Wis. Stats. § 350.19	Liability of landowners
Wis. Stats. § 350.99	Parties to a violation

(Code 1986, § 7.07(1), Ord. 2011-14)

**Sec. 122-262. Restrictions on operation.**

~~(a) (1)~~—Except as provided in the adopted statutes, no person shall operate a snowmobile upon any public right-of-way, in any public park or on any other public property in the city except on marked routes, trails or areas as are authorized under this article.

~~(b) (2)~~—No person shall operate a snowmobile on private property without the consent of the owner or lessee.

~~(c) (3)~~ No person shall operate a snowmobile between the hours of 12:00 a.m. and 7:00 a.m.

(Code 1986, § 7.07(3), Ord. 2011-14, [Ord. 2023-13](#))

### **Sec. 122-263. Snowmobile trails and routes.**

(a) *Approval.* Persons desiring approval of designated snowmobile trails and routes shall apply for such designation to the ~~P~~ublic ~~S~~safety ~~C~~committee, or to the authorized representative of the public safety committee. Such application shall include a map showing the trail or route of such proposed way and satisfactory proof that the owners of all land upon which such way is to be laid out have consented thereto. The public safety committee shall have the right to alter or revoke any snowmobile trail or route in its discretion.

(b) *Marking.* Approval of a snowmobile trail or route shall be contingent upon such trail or route being marked by the superintendent of municipal services in substantial conformity with the requirements of Wis. Admin. Code ch. NR 50.10, and upon the continued maintenance of such markings.

(c) *Routes designated.* The following streets or portions thereof are designated as snowmobile routes:

- (1) *County Trunk Highway M.* On County Trunk Highway M between a point 100 yards south of US Highway 14 and the northerly city limit. Snowmobiles using this route shall travel on the righthand side and conform to the direction of vehicular traffic and shall not exceed the posted speed limit. A crossing of the roadway of County Trunk Highway M shall be a direct crossing, only after stopping and yielding the right-of-way to all vehicles approaching on the roadway.

(d) *Trails designated.* The following corridors are designated as snowmobile trails:

- (1) *Southeast of US Highway 14 and County Trunk Highway M.* Across several private properties south of US Highway 14 and east of County Trunk Highway M connecting the Rock County snowmobile trail in the Town of Union, a point of access for a direct crossing of US Highway 14 near John Lindemann Drive, and a point on County Trunk Highway M 100 yards south of US Highway 14.

(Code 1986, § 7.07(4), Ord. 2011-14, Ord. 2014-02)

**Secs. 122-264--122-290. Reserved.**

## ARTICLE IX. RAILROADS<sup>6</sup>

### Sec. 122-291. Trains blocking streets.

(a) No person operating a railroad train, locomotive or railroad car shall obstruct vehicular traffic on public streets at a railway use at such crossing for longer than five continuous minutes or for more than seven minutes out of any 12 continuous minutes.

(Code 1986, § 9.19)

## ARTICLE X. NEIGHBORHOOD ELECTRIC VEHICLES

### Sec. 122-300. Definition of neighborhood electric vehicle.

(a) *Neighborhood electric vehicle (NEV)* means a motor vehicle that is propelled by electric power, and that conforms to the definition and requirements for low-speed vehicles as adopted in the federal motor vehicle safety standards for low-speed vehicles under 49 C.F.R. §§ 571.3(b) and 571.500. Neighborhood electric vehicle does not include a golf cart.

### Sec. 122-301. Operation of neighborhood electric vehicle.

(a) A person may operate a neighborhood electric vehicle on any City street, including any connecting highway or to an intersection where the roadway crosses a state trunk highway, within the City that has a speed limit of 35 miles per hour or less, subject to the following restrictions:

- (1) The neighborhood electric vehicle must be maintained such that it always satisfies the definition of a neighborhood electric vehicle set forth in Section 122-300 and the requirements stated therein.
- (2) The person operating the neighborhood electric vehicle must hold a valid Wisconsin operator's license or a valid operator's license from another state.

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<sup>6</sup> **Cross references:** Streets, sidewalks and other public places, ch. 106.

- (3) The neighborhood electric vehicle must be registered pursuant to Wisconsin Statutes, section 341.297.
- (4) Operation on connecting highways or crossing state trunk highways shall be limited to the following:
  - ~~A. i.~~—STH 213 from Walker Street to US 14.
  - ~~B. ii.~~—STH 59 from Walker Street to 0.18 miles north of STH 213.
  - ~~C. iii.~~—US 14 from 0.18 miles north of STH 213 to CTH M.

(Ord. 2007-17, Ord. 2008-02, [Ord. 2023-13](#))

## ARTICLE XI. ~~TAXICABS~~

### Sec. 122-310. Vehicle License Required.

~~(a)~~ No person shall use or keep for hire any motor vehicle for the transportation of persons within the city without first securing a vehicle license from the city. The issuing authority is the Public Safety Committee. This article shall not apply to vehicles used for mass transit or under contract with the city.

### Sec. 122-311. Vehicle License Application.

~~(a)~~ Applicants for a vehicle license shall file with the city an application and shall pay the required fee. The application shall include the following:

- (1) Name and address of the owner. If the owner is a partnership, the names and addresses of all partners. If the owner is a corporation, the names and addresses of the officers and directors of the corporation.
- (2) Evidence of liability insurance in the amount of at least three-hundred-thousand dollars (\$300,000.00) for injury to any one person and at least three-hundred-thousand dollars (\$300,000.00) for any one accident.
- (3) A schedule of the rates and charges for transportation within the city limits. The schedule of rates and charges shall not be changed during the license period without approval of the ~~C~~ommon ~~C~~ouncil.

### Sec. 122-312. Vehicle License Conditions.

~~(a)~~ ——— No vehicle license shall be issued to an applicant that fails to meet the conditions herein. Failure to maintain the conditions throughout the term of the license shall be grounds for its suspension or revocation.

- ~~(a)~~ ~~(1)~~ Liability insurance in the amount of at least three-hundred-thousand dollars (\$300,000.00) for injury to any one person and at least three-hundred-thousand dollars (\$300,000.00) for any one accident shall remain in effect on the vehicle during the term of the license.

**Commented [JK9]:** Talked with Lt. Jones feels we can take this out as we have not had a taxi cab in quite a few years.

**Commented [JK10R9]:** Talked with Jason & Leah and feel we should leave in as there is a permit that needs to be filled out if we have a taxicab come into town.

- (b) (2) The vehicle license shall be displayed in a conspicuous place within the vehicle.
- (c) ~~(3)~~ The approved schedule of rates shall be displayed in a conspicuous place within the vehicle. If metered, the meter and the display of charges shall be clearly visible.
- (d) (4) The vehicle shall have signage readable from at least two sides of the exterior identifying it as a taxicab.
- (e) (5) The vehicle license shall be valid for a term from July 1 to June 30.

**Sec. 122-313. Operator License Required.**

(a) No person shall operate a motor vehicle for the transportation of persons within the city without first securing an operator license from the city. The issuing authority is the Public Safety Committee.

**Sec. 122-314. Operator License Application.**

(a) Applicants for an operator license shall file with the city an application and shall pay the required fee. The application shall include the following:

- (a) (1) Copy of state-issued driver's license.
- (b) (2) Agreement to a criminal history check.

**Sec. 122-315. Operator License Conditions.**

(a) No operator license shall be issued to an applicant that fails to meet the conditions herein. ~~Failure to maintain the conditions throughout the term of the license shall be grounds for its suspension or revocation.~~

- (a) ~~(1)~~ The licensee shall have and maintain a valid driver's license.
- (b) ~~(2)~~ The licensee shall be at least eighteen (18) years of age.
- (c) ~~(3)~~ The licensee shall not have been convicted of a felony.
- (d) ~~(4)~~ The licensee shall not have been convicted of operating a motor vehicle in violation of Wisconsin Statute 346.63, as may be amended from time to time, or any other state statute involving the operation of a motor vehicle while under the influence of intoxicant or a controlled substance within five (5) years.
- (e) (5) The operator license with photo identification shall be displayed in a conspicuous place within the vehicle.
- (f) (6) The operator license shall be valid for a term from July 1 to June 30.

**Sec. 122-316. Suspension or Revocation.**

(a) Notwithstanding Section 22.46(e) of the Municipal Code, in instances when immediate suspension is deemed necessary to maintain public safety, the Chief of Police ~~Chief of Police~~ or ~~their his~~ designee may suspend any license issued under this article for up to thirty (30) days.

(b) Any license issued under this article may be revoked for cause by the ~~C~~ommon Council pursuant to Section 22-46 of the Municipal Code.

(c) Violation of this Article is subject to penalty pursuant to Section 1-11 of the Municipal Code.

(Ord. 2008-04, ~~)~~  
(~~Ord. 2023-xx13~~)

\*\*\*\*\*

This Ordinance shall be in full force and effect upon passage and publication.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, \_\_ \_\_\_\_, 2023.

\_\_\_\_\_  
Dianne C. Duggan, Mayor

\_\_\_\_\_  
Leah L. Hurtley, City Clerk

Introduced:  
First Reading: --/1--/2023  
Adoption: --/--/2023  
Publication: --/--/2023







# City of Evansville

City Clerk's Office

www.ci.evansville.wi.gov  
 31 S Madison St  
 PO Box 529  
 Evansville, WI 53536  
 (608) 882-2266

Friday, December 08, 2023

## Memo

To: Common Council  
 From: City Clerk's Office

### RE: Appointment of Election Inspectors for 2024-2025

Upon approval from the Common Council, the City Clerk's Office would like to approve the following Election Inspectors for a 2-year term covering 2024-2025.

Unaffiliated						
<u>Last Name</u>	<u>First Name</u>	<u>Address</u>		<u>Last Name</u>	<u>First Name</u>	<u>Address</u>
Amato	Elizabeth	209 W Main St		Leahy	Amanda	136 W Liberty St
Bue	Nancee	508 S 6 <sup>th</sup> St		Liesse	Paul	119 Garfield Ave
Cook	Nole	142 Joshua Dr		Montgomery	Ruth Ann	142 Joshua Dr
Gillitzer	Dan	402 Evans Dr		Park	Jong "J"	543 Porter Rd
Harnack	Daniel	270 Noah's Arc Ct.		Petri	John	133 Grove St
Hartje	Bill	125 Grove St		Sarow	Sharon	129 Sherman Ave
Hess	Susan	486 E. Main St.		Smelcer	Glenace	342 S 6 <sup>th</sup> St
Horvath	Jeff	227 Noahs Arc Ct.		Wallace	Sam	568 Spencer Dr.
Horvath	Michelle	227 Noahs Arc Ct.		Wiltse	Meg	410 Longfield St
King	Vicki	344 Almeron St.		Wyse	Gina	519 Porter Rd
Koenecke	Amanda	570 W. Main St.		Zelmanski	Maryann	129 Walker St
Lathrop	Bill	468 W Main St		Zidon	Rachel	543 Porter Rd

Democratic Party Nominee		
<u>Last Name</u>	<u>First Name</u>	<u>Address</u>
Fleming	Patricia	800 Brown School Rd

Republican Party Nominees		
<u>Last Name</u>	<u>First Name</u>	<u>Address</u>
Prudhon	Carol	245 Clifton St
Prudhon	Gene	245 Clifton St
Ver Kuilen	Kathleen	14357 W. Golf Air Dr., Evansville, WI 53536
Ver Kuilen	Stephen	14357 W. Golf Air Dr., Evansville, WI 53536

Thank you,

Leah Hurley  
 City Clerk



**DEVELOPMENT AGREEMENT – CHS OILSEED PROCESSING, LLC**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Evansville, a Wisconsin municipal corporation of the State of Wisconsin, located in Rock County (“the City”) and CHS Oilseed Processing LLC, a Minnesota Cooperative formed under Chapter 308A of the Minnesota Statutes (“Developer”). The City and CHS may be individually referred to as a “Party” and collectively identified here as “the Parties” to this Agreement.

WHEREAS, Developer owns approximately 316.8 acres of land in the City of Evansville that is legally described in Appendix A;

WHEREAS, the above-described land is zoned I-2 Heavy Industrial;

WHEREAS, Developer desires to develop the above-described land for an agricultural service use to be known as the CHS Soybean Processing Facility (the “Project”);

WHEREAS, on August 1, 2023, the Plan Commission approved a conditional use permit for the Project subject to certain conditions;

WHEREAS, on August 8, 2023, the Common Council approved a preliminary certified survey map for the Project subject to certain conditions;

WHEREAS, on September 5, 2023, the City’s Plan Commission approved a site plan application subject to certain conditions;

WHEREAS, on September 12, 2023, the Common Council approved an annexation application, comprehensive plan amendment application, and rezoning application subject to certain conditions;

WHEREAS, the Plan Commission and the City Council have reviewed this final development Agreement for the Project;

WHEREAS, the City is in the process of establishing Tax Incremental District No. 10 (the District”) through action of its Joint Review Board, Plan Commission and Common Council, as amended;

WHEREAS, the City is authorized under Section 66.1105(3)(e) of the Wisconsin Statutes to enter into an agreement to implement the provisions and effectuate the purposes of the District plan as approved (“the District Plan”);

WHEREAS, the City is also authorized, under Section 66.1105 of the Wisconsin Statutes and the District Plan, to provide project development incentives and/or pay for municipal improvements or other project costs, to be reimbursed from the property tax increments generated from the project development;

WHEREAS, the City finds and determines that private development of the project is consistent with the public purposes, plans and objectives respectively set forth in the District Plan, and expenditures by the City would act as an inducement for the private development of the project, thereby making more likely accomplishment of the public purpose objectives set forth in the District Plan and the overall objectives of the City and would provide employment and expand the tax base of the City;

WHEREAS, the parties believe it to be in their mutual best interest to enter a written development agreement, hereinafter called the “Agreement,” which sets forth the terms of understanding concerning said Project;

NOW, THEREFORE, in consideration of the recitals, the terms and conditions contained in

this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **ARTICLE 1. PROJECT DEVELOPMENT AND PHASING**

### **A. Project Development**

The Developer agrees to construct on the Real Estate various industrial buildings for soybean processing and storage and other related agri-business operations, inclusive of a dry mill, grain dryer, soybean processing facility, oilseed refinery, and related structures, as depicted on the preliminary site plan which is attached and incorporated as Exhibit B to this Agreement (collectively, “the Project Development”). The Real Estate and the Project Development improvements shall be referred to as the “Property.” All structures and other improvements shall be designed and constructed in conformance with all applicable building and other State, County and Evansville municipal codes. In addition, all structures, improvements and landscaping shall be designed and constructed to present appropriate visual aesthetics consistent with the terms of this agreement as determined by the City in its sole discretion, and conforming to plans approved by the City of Evansville. No phase or portion of the Project Development shall be placed into service or used for industrial operation prior to final inspection and the issuance of an occupancy or other operational permits from the State of Wisconsin and/or City of Evansville, and no phase of the Project Development shall be deemed to have been “completed” within the meaning of this Agreement until such inspection and occupancy and all other operational permits have been issued.

### **B. Design Plans**

The Developer shall not commence construction or place any structure, improvement or landscaping on the Real Estate until design plans have been approved in writing by the City for each Project Development Phase as defined in Section 1.C below. All design plans shall be prepared in sufficient detail to establish compliance with all federal, state, and local rules, regulations, statutes, and ordinances, and also with the terms of this Agreement as determined in the sole discretion of the City. Once approved, the Developer shall fully comply with all such design plans, unless otherwise mutually agreed by the Parties in a written amendment to this Agreement.

### **C. Phasing**

For purposes of establishing milestones for this Agreement, Project Development shall be described in three (3) phases.

1. “Phase 1” of the Project Development shall include the site grading, installation of utilities and related public improvements both on and off site, and preparation of the Property for the construction of industrial buildings and rail improvements.
2. “Phase 2” of the Project Development shall include the construction of a soybean processing facility and related structures and fixtures for the cleaning, crushing and processing of soybeans for the sale of soybean oil and soybean meal.
3. “Phase 3” of the Project Development shall include the construction of a soybean oil refinery, the construction of which may or may not occur concurrent to Phase 2.

**D. Termination**

The Developer will be considered in default of this Agreement if any of the following occur:

1. The Developer fails to construct or fails to substantially complete Phase 1 of the project consistent with Article 1.C.1.a. by December 31, 2025.
2. The Developer fails to construct or fails to substantially complete Phase 2 of the project consistent with Article 1.C.1.b. by December 31, 2027.
3. Any representation provided by the Developer as part of this Agreement is determined to be false in a material way; or
4. The Developer becomes insolvent or generally unable to pay its debts as they mature, including but not limited to filing a petition for bankruptcy or any similar proceeding; or
5. All or any portion of the property becomes tax exempt.
6. In the event that the Developer is found in default of this Agreement, the City will cease all future payments, and/or pursue any or all of the rights and remedies available to the City as outlined in Article 9 of this Agreement.

**ARTICLE 2. REAL ESTATE VALUE**

**A. Guaranteed Property Valuation**

The Developer shall construct Project Development improvements, at the Developer's sole cost, on the Real Estate to reach the Guaranteed Tax Valuation as set forth below.

**B. Guaranteed Tax Increment Value Defined**

In this Agreement, "Guaranteed Tax Value" shall mean the minimum incremental value of the Property for the applicable tax year, as specified in this Agreement.

**C. Guaranteed Tax Values**

1. For tax assessment year 2025 (due in calendar year 2026), the Guaranteed Tax Increment Value for the Property shall be at least Nine Million Nine Hundred Thousand Dollars (\$9,900,000.00) for the Property.
2. For tax assessment year 2026 (due in calendar year 2027), the Guaranteed Tax Increment Value for the Property shall be at least Sixty-One Million Seven Hundred Ten Thousand Dollars (\$61,710,000.00) for the Property.
3. For tax assessment year 2027 (due in calendar year 2028) and beyond, the Guaranteed Tax Increment Value for the Property shall be at least One Hundred Ten Million Dollars (\$110,000,000.00) for the Property.

**D. Payment of Real Estate Taxes**

The Developer shall pay all real estate taxes and special assessments for the Property when due. In any year in which the actual equalized incremental value of the Property is less than the Guaranteed Tax Value for that year, then the Developer shall pay, in addition to any required real estate tax payment, an additional payment in lieu of taxes ("PILOT") in an amount equal to the applicable tax mill rate for the Tax Incremental Finance District that year

Development Agreement  
CHS Oilseed Processing and City of Evansville, Rock County, Wisconsin  
**DRAFT**

multiplied by the difference between the actual equalized incremental value of the Property and the Guaranteed Tax Value for the Property for that year.

By way of example, if the equalized incremental value for tax year 2025 (tax revenue collected in 2026) is \$9,000,000 and the Guaranteed Tax Value for that year is \$9,900,000, then in addition to paying all real estate taxes for that year, the Developer shall also make a PILOT payment to the City that is equal to \$900,000 multiplied by the interim TID tax rate for that year as calculated on the PC-202 Tax Increment Calculation Worksheet. For example, if the TID interim tax rate is \$17.00 per thousand of incremental value, the PILOT payment due is \$15,300 ( $\$900,000 \times \$17.00 / 1,000$ ).

**E. Special Assessment**

The Developer agrees that if any real estate taxes or required PILOT is not timely paid in full, then the balance due, including without limitation any interest charges imposed under Article 3 below, shall immediately thereafter be added and collected as a special assessment to the Property, as specified in Article 3 below. However, the inclusion of any amount due as a special assessment shall not constitute a waiver of any default of this Agreement, and shall not prohibit the City from pursuing any other available remedies under this Agreement. The City shall comply with Article 3 of this Agreement with respect to initiating any special assessment of the Real Estate for Project Infrastructure.

**F. No Limitation on Tax Assessment Process**

The Parties each understand and agree that the provision for payment of a minimum tax increment for the Property shall not in any way bind the City Assessor, or Department of Revenue Assessor in the assessment and appraisal of the Property and that the City Assessor, or Department of Revenue Assessor will arrive at an assessed value of the Property based solely on the reasonable application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this provision shall limit or impair any statutory rights of the City with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes. Nothing in this provision shall limit or impair the Developer's rights to appeal an assessment in excess of total assessed valuation, although such appeal shall have no effect on the determination of the Guaranteed Tax Value under this Agreement.

**ARTICLE 3. TAX INCREMENT FINANCING**

**A. Incentive Structure**

1. **PAYGO**. The City shall provide a Tax Increment Financing (TIF) incentive as a pay-as-you-go (PAYGO) obligation of the City. Developer shall be responsible to incur and pay all of the upfront costs of the Project to the extent Tax Increment District (TID) revenues are sufficient to the limits of the TID and this Agreement.
2. **Incremental Property Value**. Commencing the first year after the first occupancy permit for the Project has been issued, the equalized value of the Property shall be determined on January 1 of each tax year and shall be compared to the equalized value of the Property as of January 1 of the year in which construction commenced. The difference in equalized values shall be known as the Incremental Property Value.

3. Available TIF Increment. Incremental Property Value multiplied by interim TID Tax Rate as calculated on the PC-202 Tax Increment Worksheet, shall be known as the Available TIF Increment.
4. PAYGO Reimbursement Schedule. Payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first building permit is issued on September 1, 2026, the TIF Increment would be determined as of January 1, 2027 and the PAYGO reimbursement would first be payable in 2028.

**B. Monetary Limitation**

The TIF Incentive in any year of the life of the TID shall not exceed eighty-five percent (85%) of the Available Tax Increment for the Property.

**C. Tax Incentive Cap**

The City shall not be obligated to pay PAYGO TIF Incentive in excess of fifty-five million dollars (\$55,000,000.00) in total. If all principal of the PAYGO obligation has not been paid by the TID closure date, the City shall have no further obligation to make payments or pay any shortfall.

**D. Tax Receipts Limitation**

Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.

**E. Temporal Limitation**

Provided Developer qualifies for TIF Incentive and provided the Developer has paid the real estate taxes and any Special Assessments and Special Charges and any PILOT obligations in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

**F. No General Obligation of City**

The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.



**G. Other Grants and Credits**

The City, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City makes no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

**ARTICLE 4. ENVIRONMENTAL PROTECTION AND MONITORING.**

**A. Environmental Protection as a Material Term**

Each of the Parties acknowledge that protection of the environment, protecting the health and safety of Evansville community residents, maintaining an environmentally safe workplace and maintaining a community that is free from harmful or otherwise objectionable environmental emissions is a material inducement for the City to enter into this Agreement.

**B. Applicability of Provisions**

The following provisions are therefore incorporated in this Agreement in furtherance of this purpose and shall apply to the Project site at all times during construction and perpetual operation of the Project. Where applicable, the Developer shall comply with any and all federal, state, and local rules, regulations, statutes, and ordinances that apply to the conditions listed below. To the extent there is any conflict among the standards described in this section, the Developer shall observe the standards that are most stringent.

**C. Air Pollution**

The Developer shall at all times comply with the performance standards in Section 130-232 of the Evansville Zoning Code, as amended, as they relate to smoke, dust, and particulate matter within the City of Evansville, in addition to any federal and state rules and regulations.

**D. Air Permits**

The Developer shall not commence construction on any phase of the Project until it has notified the City that it has obtained appropriate air permits from the Wisconsin Department of Natural Resources, or has been informed by the Wisconsin Department of Natural Resources that no such permits are necessary. The Developer shall provide copies of the applicable permits and/or correspondence to the City prior to commencing construction. In addition, the Developer shall not commence construction on any phase of the Project prior to submitting a detailed dust control and mitigation plan and has received written approval of the City with respect to that plan. The Developer shall at all times comply with the provisions of any approved dust control and mitigation plan. The Developer shall at all times observe the ambient air quality standards for particulate matter in Wis. Admin. Code § NR 404.04(8) and (9). The Developer shall control fugitive dust as provided in Wis. Admin. Code § NR 415.04.

**E. Glare and Heat, Noise, and Vibration**

The Developer shall at all times comply with the applicable performance standards in

Sections 130-234, 130-236, and 130-239 of the Evansville Zoning Code, as amended, as they relate to glare and heat, noise, and vibrations occurring due to the facility operation.

**F. Odor**

The Developer shall at all times comply with the performance standards in Section 130-237 of the Evansville Zoning Code as they relate to odor emissions within the Property during its intended use. In addition to these requirements, The Developer shall not cause, allow or permit emission into the ambient air of any substance or combination of substances in such quantities that result in an objectionable odor. As used in this Agreement, an odor shall be conclusively deemed “objectionable” when the Wisconsin Department of Natural Resources (DNR), after conducting an investigation pursuant to Wis. Admin. Code § NR 429.03, issues a written decision that the odor is objectionable.

**G. Chemical Use and Storage**

The Developer shall utilize and store chemicals in compliance with all federal, state, and municipal laws and code restrictions, including without limitation, those promulgated by the Wisconsin Department of Agriculture, Trade & Consumer Protection and the DNR. Prior to constructing any phase of the Project Development, the Developer shall provide the City with a list of any and all substances it will use or store onsite during project operation that are toxic, corrosive, flammable, irritants, strong sensitizers, or explosives, pursuant to Wis. Stat. § 299.01(6), or that are regulated as hazardous, extremely hazardous, or toxic substances, or are subject to reporting requirements under, the federal Emergency Planning and Community Right-to-Know Act Sections 302 and 313, the Comprehensive Environmental Response, Compensation, and Liability Act, 40 C.F.R. 302.4, or under Section 112(r) of the Clean Air Act. The Developer shall promptly update the list as new substances are used onsite during project operation.

**H. Containment and Remediation of Contaminant Discharge**

In the event of any unplanned or unauthorized discharge of a regulated, hazardous, or toxic substance resulting from project construction or operation, the Developer shall promptly and without delay follow all applicable federal, state, and local laws for remediation and reporting, including but not limited to Wis. Stat. § 292 and its implementing regulations. The Developer agrees to notify the City of any such discharge and agrees that the City is not a responsible party for any contamination resulting from any construction or operation of any phase of the Project Development.

**I. Water Discharge**

The Developer shall contemporaneously notify the City of any permit application it files with the Wisconsin Department of Natural Resources to discharge pollutants to waters of the state from any point source under Wis. Stat. § 283.31, and shall provide the City with a copy of any permit it receives.

**J. Erosion Control**

The Developer shall at all times comply with the standards in Chapter 48 of the Evansville Municipal Code, as amended, as it pertains to Erosion Control.

**K. Public Nuisance**

The Developer shall not cause a public nuisance within the meaning of Article IV of Chapter 46 of the Evansville Municipal Code, as amended. This Article 4.K is not limited by any other provision in this Agreement.

**L. Other Potential Hazards**

The Developer shall prepare or, as applicable, update, an Emergency Preparedness and Response Plan for potential emergencies, including those from fire, explosion, severe weather, third Party threats, and spills. The Emergency Preparedness and Response Plan shall comply with any applicable federal, state, and local standards. The Plan shall be provided to the City prior to each phase of construction. The City may require that the Developer provide specialized training or resources to local first responders to address unique risks presented by the facility, which the Developer shall provide at its sole expense.

**M. Monitoring and Reporting**

The Developer agrees that it will comply with all applicable monitoring requirements relating to any environmental laws or regulations, including but not limited to its use of substances regulated under federal, state, or local environmental laws and all environmental conditions and will make the results of these monitoring activities available to the City when monitoring results are outside of any applicable regulatory standard. Such reports or results shall include, without limitation, any monitoring reports (such as air quality monitoring, surface water quality monitoring, or groundwater quality monitoring or sampling) submitted to any federal, state, or local agency with jurisdiction over environmental matters. Such reports shall be submitted to the City within three (3) business days of the date they are provided to the applicable federal, state, or local agency. In addition to this requirement, The Developer agrees that it will immediately notify the City of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the Real Estate. The Developer also agrees that following notification to the City that contamination may exist, the Developer shall make all reasonable accommodations to allow the City to inspect the Real Estate and monitor such cleanup operations as may be required by the terms of this Agreement or any appropriate local, state, or federal agencies. The Developer agrees that, within three (3) business days of the receipt of any citation, forfeiture, notice of non-compliance, notice of violation, summons and complaint, or any other enforcement action related to alleged violations of any environmental laws (including but not limited to laws related to air quality, surface water, groundwater, spills, and improper storage of fertilizers or other materials) from any state, federal, or local agency (“enforcement document”), The Developer will provide a copy of the enforcement document to the City and will copy the City on any subsequent correspondence regarding the enforcement document until the federal, state, or local agency has closed the action, or the action is otherwise resolved.

**N. Notification**

The Developer shall immediately notify the City of all complaints it receives from any local area resident or person who works within the City related to smoke, dust, particulate emissions, sound, vibration, glare, odor, chemical use and storage, runoff, trash, and any other environmental hazards, recording the name of the complainant (if given), the date of the complaint, and the substance of the complaint. The City shall maintain a record of all

complaints received related to smoke, dust, particulate emissions, sound, vibration, glare, odor, chemical use and storage, runoff, trash, and any other environmental hazard.

**O. Protections**

The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) with respect to the presence or suspected presence of any toxic or hazardous substances and any environmental complaint or issue arising from or related to any activity occurring by reason of the Developer's ownership or use of the Property or adjacent street right-of-way. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances and any environmental complaint or issue on or under the real property, whether in the soil, groundwater, air, or any other receptor.

**ARTICLE 5. COOPERATIVE TRANSPORTATION PLAN**

**A. Anticipated Traffic Volumes**

Each of the Parties acknowledge that traffic control and a viable transportation plan for the Project Development is essential to enhance the commercial operations of the Developer, and for the safe and convenient management of traffic flow to and from the Real Estate and for all users of roadways adjacent to the Real Estate. The Parties each acknowledge that reliance on this estimate by the City is a material inducement for the City to enter into this Agreement with the Developer. The Developer estimates that after completion of each phase of Project Development, its commercial operations will generate inbound and outbound vehicular and rail car traffic as specified on the attached Exhibit F, which is incorporated by reference. The Developer shall at all times use commercially reasonable efforts to effectively manage its commercial operations so as to avoid, to a reasonable extent practicable, traffic congestion in and around the Real Estate and traffic routing through the City of Evansville.

**B. Increase in Anticipated Traffic Volumes**

If at any time the estimated amount of vehicular or rail car traffic directly related to the Developer's use of the Property exceeds these estimates by greater than fifteen percent (15%) of the average daily trips throughout the course of a calendar year, the Parties will at that time, in good faith and in cooperation with the Wisconsin Department of Transportation, negotiate the terms of a transportation management plan to address any such increase in vehicular or rail car traffic.

**C. Assignment of Costs**

The Developer shall pay for all costs associated with any traffic or transportation study or studies as may be required for this purpose.

**D. Documentation of Traffic Volumes**

The Developer shall supply to the City each January an annual report of the number of trips

generated by vehicles directly related to the Developer's use of the Property.

**E. Cooperation and Mitigation of Received Complaints**

The Developer and City shall each keep track of and share with one another complaints received from the general public regarding traffic associated with the Project site. This will be done as a good faith effort to address perceived issues without having to

**ARTICLE 6. PUBLIC IMPROVEMENTS**

**A. Public Improvements**

As used in this Agreement, the term "Public Improvements" shall mean the water distribution system, sanitary sewer system, surface water drainage system and retention ponds, electrical system and street lights, trails, landscaping, and traffic control signs described in this Article 3 to be dedicated to the City.

**B. Union Pacific Railway**

The City understands that the Developer and the Union Pacific Railway are collaboratively managing plans for and are solely responsible for any rail line, track installation, and crossing and other improvements as part of this Project.

**C. Plans and Specifications**

Developer shall file with the City Clerk's office, a complete set of the plans and specifications for the Public Improvements for the entire Project, as approved by the City Engineer, hereinafter called "Plans and Specification." Said Plans and Specifications are hereby made a part of this Agreement by reference and including those standard specifications as the City may have adopted at the time of construction.

**D. Stormwater Management.**

1. Prior to commencing any Phase of the Project Development, Developer shall submit to the City a stormwater plan and maintenance agreement for stormwater facilities in accordance with Chapter 104 of the City of Evansville Municipal Code, as amended.
2. Developer shall, at all times during construction and operation of any Phase of the Project Development, comply with all terms and conditions specified in its stormwater plan and maintenance agreement.
3. Developer shall contemporaneously provide the City with a copy of any stormwater Notice of Intent and plans for stormwater and erosion control that it submits to the Wisconsin Department of Natural Resources.
4. Developer shall, at its sole cost, fully comply and maintain compliance with respect to all applicable State and municipal statutes, laws, administrative provisions and other requirements with respect to storm water quality, storm water management, and weed and erosion control.

**E. Electric Service**

1. The Developer shall receive electric service through Evansville Water and Light,

subject to local and state utility regulations.

2. Electric service will require a deposit as specified in the separate utility agreement.
3. In the event the utility's actual cost to install the electrical system is less than the estimate, the utility shall refund the difference to Developer.
4. In the event the utility's actual cost to install the electrical system is greater than the estimate, the Developer shall pay the difference to the utility within thirty (30) days of billing.
5. City shall have the Evansville municipal electric utility install all street lighting associated with the Project. The Developer shall pay the municipal utility's cost thereof including, but not limited to, the cost of labor provided by utility employees to install such street lighting, within thirty (30) days of billing.

**F. Water Distribution System.**

1. Developer and City agree that Project site to only use City water for domestic (potable) uses on site.
2. The City water supply shall not be used in case of emergency. Developer shall maintain an emergency supply of water on site from a fire life safety tank.
3. The City will allow use of a private high-capacity well on site. Private well to meet the standards of Section 126-202 of the City of Evansville Municipal Code.
4. To ensure well capacity does not impose adverse impacts on neighboring properties and the City's own water supply, the Developer shall invest in a water study to ensure the flow rates of the well do not exceed ...
5. In the event of a malfunction, City shall allow Developer to use domestic water supply at the rate of 350 gallons per minute for a duration of up to two (2) weeks, for a maximum of two (2) events per year (or up to a maximum of four (4) weeks per year).
6. No off site improvements to the public infrastructure supplying the domestic water supply are anticipated as part of this project.

**G. Wastewater**

1. Developer shall construct, furnish, install, and provide an onsite wastewater treatment facility capable of processing wastewater from the Project to normal domestic strength as defined by Section 126-271 of the City of Evansville Municipal Code before it enters the City's wastewater conveyances. The Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the City of Evansville shall comply with all applicable federal, state, and local ordinances and be approved of by the City Engineer.
2. City shall make appropriate upgrades to off site wastewater treatment plant and lift stations. Upgrade costs not to exceed \$1,450,000.
3. Developer shall pay applicable connection fee to the City wastewater system.
4. Developer to agree to periodic waste sampling per Section 126-296 of the City of

Evansville Municipal Code.

5. A separate Industrial User Agreement shall outline a plan for the City's wastewater treatment to take on the Project's wastewater in the event of a malfunction at the Project's on-site wastewater treatment facility. The Developer and City must enter into such an agreement. Failure to do so is a default under this Agreement.

#### **H. Landscaping and Recreational Trail**

##### 1. Improvements

- a. The Developer shall provide a landscape plan for City approval that includes required street trees, recreational trail location, and landscape buffer areas. (Exhibit B)
- b. The Developer shall plant and maintain landscaped areas as described in Exhibit B.
- c. The Developer shall dedicate to the City a 45 foot wide easement for future utilities and public recreation purposes. This easement is depicted on Lot 1 and Lot 2 of the associated Certified Survey Map. (See Exhibit C.)
- d. The Developer shall construct a 10 foot wide paved asphalt recreational trail per City direction and requirements within the utility and public recreation easement. The value of this improvement is estimated to be \$320,000.
- e. Upon completion of the recreational trail, the Developer is to plant one hundred thirty (130) street trees, whose types and sizes shall be included within Exhibit B, on alternating sides of the recreational trail and along County M every sixty (60) feet.
- f. The Developer to maintain existing row of mature trees along Weary Road near the intersection of Weary Road and US Highway 14.

##### 2. Value of Improvements.

- a. The value of the landscaped areas is estimated to be \$100,000.
- b. The value of the street/recreational trail trees is estimated to be \$80,000.
- c. The value of the recreational trail is estimated to be \$320,000.

##### 3. Timing of Improvements

- a. Landscaping shall be installed upon completion of Phase 2 of the Project Development.
- b. The recreational trail and street trees shall be installed by the earlier of: A.) completion of Phase 3 of the Project Development or B.) December 31, 2030.
- c. The Developer, in lieu of installation of the items in Section 6.H.3.b. above, may opt to submit payment of \$400,000 to the City to cover the cost of completing the work.

##### 4. Satisfaction of Conditions

- a. The landscaping and trees described in Article 6.H.1.a and Article 6.H.1.b.

shall satisfy the prior condition set by Plan Commission on September 5, 2023 that 60,000 landscape points and corresponding street trees be installed on the Project site.

- b. The recreational trail, once completed or payment received, shall satisfy the prior condition set by Plan Commission on September 5, 2023 that sidewalks be installed along all public streets adjacent to the Project site.
- c. The City estimates the value of 60,000 landscape points to be \$500,000 and thus finds the landscaping and trail described in this Article 6.H, once completed, will satisfy the exceptions to the City's landscape requirements in Section 130-263(g) of the City of Evansville Municipal Code.

**I. Utility Extensions**

Upon accrual of sufficient tax increment and completion of its other utility improvements related to the Project, the City shall install at its own expense sewer and water main extensions within the public utility easement located on the Property.

**ARTICLE 7. USE AND DECOMMISSIONING OF FACILITIES**

**A. Security Against Abandonment**

The Developer agrees that after any phase of the project has been completed as specified in Article I, it will not abandon or otherwise cease to use that Project Development phase for the commercial purposes specified in this Agreement for a period of thirty (30) years following date of completion. It shall not be a violation of this provision if the Developer ceases to use the Project Development phase during any restoration period specified in Article 7.D below. If, after this term the Developer desires to cease to use any Project Development phase for the commercial purpose intended, then it shall notify the City and the parties shall thereafter mutually agree to a plan for the Developer, at its sole expense, to timely decommission and remove all buildings, structures and fixtures associated with that development phase, unless such buildings, structures and fixtures may be re-purposed as the parties may agree. The plan for decommissioning shall include, without limitation, removal or remediation of any environmental contaminants on the real estate that are no longer used by the Developer as part of its commercial operations. In addition, the City may, in its sole discretion, as part of an agreed decommissioning plan, require the Developer to provide an irrevocable letter of credit or other form of security as specified in Article 9.L below, to assure the faithful performance of the Developer's obligations with respect to the decommissioning.

**B. Assignment and Sublease Restricted**

This Agreement shall not be assigned by the Developer without the express written consent of the City, which shall not be unreasonably withheld. Any attempt to assign the Agreement in violation of this Section shall be void and shall constitute an act of default of this Agreement. The Developer shall not attempt to sublease its interest in this Agreement without the consent of the City, which consent shall not be unreasonably withheld, and any attempt to do so shall be void and shall constitute an act of default of this Agreement. If the City does agree to an assignment or sublease of this Real Estate, it shall deliver its approval in writing. Any permitted transferee shall agree to be fully bound by the terms of this



Agreement and any and all obligations of the transferor. The Developer acknowledges that the terms of this Agreement represent a primary and material inducement for the City to convey the Real Estate to the Developer. The City shall remain a Party in interest for the purpose of enforcing these terms, notwithstanding any subsequent voluntary or involuntary assignment or conveyance of the legal or equitable interest of the Developer in the Real Estate to any third Party.

**C. Taxable Entity; Payment in Lieu of Taxes**

The City has entered into this Agreement with the Developer on the basis that the Developer is not a legal entity that is exempt from real estate taxation. The Developer warrants that the Project shall remain a taxable project and shall not be purchased by entities that are exempt from real estate taxes, and it shall be a condition of this Agreement that ownership of any portion of the Real Estate may not be transferred to an entity that is exempt from real estate taxes, without a payment in lieu of property taxes. This obligation shall survive until the termination of the District. In the event that the Developer receives an exemption from general real estate taxes, then the Developer shall be responsible to the City of Evansville for a payment in lieu of taxes in an amount not less than the municipal levy applied the current assessed value. The Developer agrees that the Project Development shall be subject to annual real estate tax assessment, and/or an equivalent annual payment to the City in lieu of such assessment at all times prior to the lawful termination or closure of the District. The Project Development shall not be transferred, whether voluntarily or involuntarily, to any entity that is exempt from the assessment of real estate tax, unless prior to such transfer a written agreement is executed between the transferee and the City providing for an annual payment to the City in lieu of real estate taxes in an amount not less than the required payments due under this agreement. This term shall remain in effect until the lawful termination or closure of the District.

**D. Destruction and Restoration**

In the event of that any buildings, structures, fixtures or improvements constructed as part of the Project Development specified in Article 1 above shall be damaged or destroyed by fire or otherwise, the Developer, at its sole cost and expense, shall promptly restore, repair, replace and rebuild the same as nearly as possible to the condition that the same were in immediately prior to such damage or destruction, reasonable wear and tear excepted, with such changes or alterations as the Parties may mutually agree in writing. The Developer shall promptly give the City written notice of such damage or destruction on its occurrence and specify in such notice, in reasonable detail, the extent of such damage or destruction, and propose restoration plan. Restoration shall be carried on and completed within a reasonable time thereafter, but in no case more than eighteen (18) months after the damage or destruction occurred. No destruction of or damage to all or any portion of buildings, structures or fixtures located on the Real Estate, by fire, casualty or otherwise, shall relieve the Developer from any of its obligations or requirements under this Agreement, nor shall any payment due from the Developer abate during any restoration period, except by mutual written agreement of the Parties.

## **ARTICLE 8. INSURANCE AND ASSUMPTION OF RISK**

### **A. Required Insurance**

The Developer, its contractors, lessees, successors and assigns, shall, at all times during its ownership of the Real Estate, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect the Project Development specified in Article 1 above, as are customarily insured against in project developments of like size and character including, but not limited to: casualty insurance, comprehensive general liability insurance, physical damage insurance, builders' risk insurance, worker compensation, and coverage for vehicle operation, and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the Developer. Required insurance shall be maintained in amounts and with terms of coverage generally customary to such development and operations. In the event that buildings, structures or facilities on the Real Estate are damaged or fully destroyed, the Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Real Estate and all structures on the Real Estate to their original condition, except as otherwise agreed by the Developer and the City.

### **B. Certificates of Insurance**

On written request of the City, certificates of insurance on all policies specified shall be filed with the Evansville City Clerk and in such case shall provide that a thirty (30) day written notice of material change or cancellation must be given to the City.

### **C. Assumption of Risk**

Notwithstanding any insurance requirement specified in this Agreement, the Developer agrees to and does assume the full risks of any injuries, including death, and of any property loss, and of all expenses, costs, damages and losses that, its officers, members, or employees, may sustain as a result of participating in any and all activities connected with or associated with this Agreement and with Project Development and use of the Real Estate.

### **D. General Indemnity**

Each Party (the "Indemnifying Party") hereby agrees to indemnify, defend and hold the other Party, its affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, and agents (the "Indemnified Parties") harmless from and against any and all damages or other amounts payable to a third party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a third party against the Indemnified Parties based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable law by such Indemnifying Party, or (c) negligence or willful misconduct by such Indemnifying Party. This requirement for indemnification shall be as broad as may be permitted under law.

### **E. Governmental Immunity**

Being a political subdivision of the State of Wisconsin, the City is governed by and subject to the governmental immunity laws of the state of Wisconsin, including without limitation

those contained within Sections 893.80, 895.52 and 345.05 of the Wisconsin Statutes (collectively, the “Immunity Act”). Nothing in this Agreement shall be interpreted or construed to limit, modify or qualify any immunity or protection provided to the City by the Immunity Act. The provisions of this Article 8.E shall prevail over any conflicting or inconsistent provision set forth elsewhere in this Agreement.

**F. Personal Liability of Public Officials**

In carrying out any of the provisions of this Agreement, or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City officers, agents, or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

**G. Maintenance of Records and Audit**

The Developer shall keep full and detailed books, records and accounts that are customarily maintained to document full performance of and compliance with all conditions, restrictions, requirements and obligations imposed on the Developer under federal and state law, and the terms of this Agreement. The Developer shall, on request by the City, make its books, records, and accounts available to the City or its agent to permit the City to monitor and audit compliance by the Developer with respect to all terms of this Agreement.

**ARTICLE 9. DEFAULT AND REMEDIES**

**A. Termination of Agreement.**

This Agreement shall be effective on the execution and delivery of this Agreement by the Parties, and shall continue as follows: (a) any obligation of the Developer to pay to the City of Evansville any PILOT as specified in Article 2.D above, and any City obligation to make incentive payments under Article 3.A above, shall terminate after full payment of any required amount due with respect to the Real Estate tax statement or statements for the tax assessment year in which the District is closed; and (b) all other provisions shall survive termination or closure of the District, and shall continue until released by the City. The City shall not close the District prior to 2043 unless the City’s incentive payments to the Developer have reached the \$55,000,000 cap.

**B. Events of Default**

A Party to this Agreement shall be in default if any of the following events occur: (a) that Party is, through action or inaction, in material breach of any term or provision of this Agreement; or (b) any representation or warranty of the Party or in any agreement or certificate delivered pursuant to this Agreement shall prove to have been false in any material respect when made; or (c) that Party becomes insolvent or files for relief under a bankruptcy, receivership or insolvency proceedings of any kind, or is named in such proceeding involuntarily and such proceeding is not dismissed within ninety (90) days; or (c) The Developer, if it undergoes dissolution or liquidation, or the commencement of any proceedings for dissolution or liquidation that are not dismissed within ninety (90) days.

**C. Right to Cure**

Except in the case of an emergency as set forth below, if one Party deems the other

Party to be in default as set forth in Article 1.D above, the non-defaulting Party shall provide written notice of default to the defaulting Party, during which time the defaulting Party may fully cure all incidents of default identified in the written notice. The time during which a defaulting Party may cure the default shall be not less than ten (10) days for any default as to any monetary payment due, and not less than sixty (60) days for default as to any other term, provision or requirement under this Agreement. By mutual written agreement the Parties may extend the length of time necessary to cure the default beyond the term of the initial written notice if it will reasonably take longer than the time specified in the notice to cure, and if, during such extended time the defaulting Party is making diligent efforts to cure the default. During the period in which a defaulting Party has a right to cure, the non-defaulting Party shall take no remedial action with respect to the default as set forth below. If any default remains uncured after expiration of the right to cure as provided here, then the non-defaulting Party shall thereafter be permitted to take such remedial action with respect to the default as set forth below.

**D. Emergency Action**

As used in this Agreement, an “emergency” means a situation that arises where the City deems the Developer to be in default of this Agreement, which default poses risk of immediate threat of injury to health or life, or damage or loss to property, whether real or personal. In the event of an emergency, the City may immediately report the default and resulting emergency to the Developer, and the Developer shall immediately thereafter commence such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage, or loss and shall, as soon as reasonably possible and report its remedial action to the City not more than three (3) days thereafter. For the purpose of this subsection, the City may report an emergency to the Developer via telephone, facsimile or electronic mail to the Developer’s last-known contact information, provided that the City shall immediately thereafter also provide written notice as set forth below. If the Developer fails to take immediate remedial action within the time specified here, then the City may, in its sole discretion and without further notice, take reasonable action as the City deems necessary or appropriate to address such emergency, including without limitation to take any remedial action available to the City as specified in this Agreement. Should the city need to expend any resources to respond to such a situation, the City shall be reimbursed by the developer for doing so. Notwithstanding any provision to the contrary in this Agreement, the City may take remedial action in the event of an emergency without first complying with the Right to Cure or Mediation requirements specified in this Agreement.

**E. Mediation of Disputes.**

Except in the case of an emergency as specified in this Agreement, any unsettled claims, counterclaims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement shall be submitted to mediation by a mediator mutually selected by the Parties before the Parties proceed with remedial action as specified in Articles 9.G and 9.H below. Nothing here shall prohibit the Parties from proceeding with mediation during any period in which a Party has a right to cure as specified in Article 9.D above. The City and The Developer each agree to participate in the mediation process in good faith. The mediation process shall be conducted on a confidential basis and shall be completed within sixty (60) days, unless both Parties agree to an extension. If such mediation is unsuccessful in resolving the dispute, then the Parties may mutually agree to a further

dispute resolution process, or either Party may seek to pursue remedial action specified in Sections Articles 9.G and 9.G below.

**F. Remedial Action Available to the City**

If the Developer is in default of this Agreement, the City may take any one or more of the following remedial actions:

1. The City may suspend its performance under this Agreement until the default is cured Developer, as deemed adequate by the City in its sole and absolute discretion; or
2. The City may take or pursue any administrative action as it deems appropriate, whether through municipal enforcement or enforcement through any County, State or federal agency; or
3. To the extent that the Developer fails to make any monetary payment required under this Agreement for more than ten (10) days after the due date of such payment, then in addition to such payment the Developer shall pay to the City interest on the monetary amount outstanding at the rate of twelve percent (12%) per annum from the due date to the date of payment, and such amount shall immediately thereafter be added and collected as a special assessment to the Real Estate as specified in Article 9.J below; or
4. The City may enforce the provisions of this Agreement and may enforce and protect the rights of the City by a suit or suits in equity or at law for the specific performance of any term or provision of this Agreement, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation, injunctive relief, and for recovery of monetary damages and all monies due or to become due from the Developer under any provision of this Agreement.

**G. Remedial Action Available to the Developer**

If the City is in default of this Agreement, the Developer may seek any remedy available under the terms of this Agreement or take any other action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation or agreement of the City under this Agreement, including securing an injunction to prevent harm, provided that the Developer shall, to the extent required by law, use commercially reasonable efforts to mitigate its loss or damages.

**H. Special Assessment and Assessment Waiver**

In addition to other remedies provided to the City by this Agreement, the City shall have the right to impose special assessments on the Real Estate for any monetary amount to which the City is entitled by virtue of this Agreement, including without limitation, any interest charges imposed under Article 9.G.3 above. The City shall have the right at any time while this agreement remains in effect, without notice or hearing, to impose special assessments against the Real Estate for any cost, expense, charge or other payment due to the City under this agreement, including without limitation, any Property real estate tax or PILOT payment that becomes due. The Developer acknowledges that the City's performance under this agreement, including without limitation payment of the Project Development incentive

identified above, constitutes a reasonable and appropriate improvement that directly benefits the Project Development. Now and in the future, the Developer waives all special assessment notices and hearings required under Section 66.0703 of the Wisconsin Statutes, consents to any such levy of special assessments against the Real Estate pursuant to Section 66.0703(7)(b) of the Wisconsin Statutes, and further agrees not to contest any such special assessment by appeal or otherwise. This waiver shall apply at all times prior to the lawful termination or closure of the Tax Increment District 10. The Developer agrees to execute any and all necessary documentation that may be requested by the City at any time while this agreement remains in effect, in order to provide evidence of the consent and waiver of the Developer in this respect. Notwithstanding this provision, the inclusion of any amount due from the Developer as a special assessment shall not constitute a waiver of any default of this Agreement, and shall not prohibit the City from pursuing any other available remedies under this Agreement.

**I. Special Assessments Outside Project Plan**

The City shall not seek to impose a duplicative special assessment for any Project Infrastructure for any portion of the Project Development that was included in the initial Project plan. However, the City reserves the right to impose special assessments on the Property for additional infrastructure costs or expenses not included in the initial Project plan, where required by Wisconsin state regulatory agencies in support of the Project (e.g., WI-DOT intersection controls or enhancements or WI-DNR stormwater mandates), or where otherwise deemed necessary by the City.

**J. Remedies are Cumulative**

All remedies provided in this Agreement shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all remedies specified in this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, in addition to the remedies set forth here, either Party may pursue any other remedy now or available in the future under the laws or jurisdictional decisions of the State of Wisconsin.

**K. Performance Security**

If the City at any time in good faith shall deem itself insecure as a result of a default by the Developer as specified in Article 9.B above, then the City may require the Developer, as a term of any right to cure under Article 9.C above, to provide to the City a formal irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in a commercially reasonable amount to assure the faithful performance of the Developer's obligations under this Agreement for a term sufficient to secure full performance of those obligations. Such a letter shall be issued to the benefit of the City of Evansville. The Letter of Credit shall be approved as to form by the City Attorney. The Parties may, by mutual written agreement, consent to a performance bond or other form of security in lieu of an irrevocable letter of credit. Failure to comply with this Article 9.K shall constitute a material breach by the Developer of the terms of this Agreement.

**L. Waiver**

Failure of a Party to enforce any provision contained in this Agreement shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the

event of a subsequent default. No Party shall be deemed to have waived any term, provision or requirement of this Agreement unless such waiver is in a writing executed by both Parties and specifically identifies the term, provision or requirement that is waived, in which case such waiver shall not be deemed to waive any other concurrent, previous or subsequent breach of this Agreement.

**M. Costs and Attorney Fees**

In the event that any dispute arising out of the provisions of this Agreement is litigated in circuit court the Party that substantially prevails in the resolution of such dispute shall be entitled to recover all reasonable actual costs and expenses associated with of such dispute resolution, including without limitation, reasonable attorney's fees. In addition, if the City substantially prevails in the resolution of the dispute, the City shall be entitled to recover all actual costs and expenses for all municipal staff time and investigative expenses.

**ARTICLE 10. DEVELOPER WARRANTIES AND REPRESENTATIONS**

**A. Business Entity.**

The Developer is a duly formed and existing membership cooperative formed under Chapter 308A of the Minnesota Statutes in good standing under the laws of the State of Minnesota.

**B. Authority to Execute Agreement**

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

**C. Pending or Threatened Litigation**

There are no lawsuits filed or pending, or to the knowledge of the Developer, threatened against the Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

**D. Sufficient Funds for Project Development**

As of the date of this Agreement, the Developer has sufficient available funds and resources to enable the Developer to complete and fully perform all of its obligations under this Agreement. On the request of the City, the Developer shall make available for inspection evidence of its financial resources on which it bases this warranty and representation. The Developer shall promptly notify the City of any material adverse change in its financial condition that is reasonably likely to adversely affect its ability to satisfy all of its obligations under this Agreement the City agrees to use reasonable safeguards to maintain the confidentiality of any financial or confidential information of The Developer

to the maximum extent permitted under applicable law, to provide prompt written notice (in any event within 3 business days) to the Developer of any Wisconsin public records or similar request seeking information related to the financial resources of the Developer, and to consult with the Developer prior to responding to any such request. The final decision regarding the disclosure of any information in response to any such request shall be made at the reasonable discretion of the Evansville City Attorney.

## **ARTICLE 11. GENERAL PROVISIONS**

### **A. Time of the Essence**

The City and the Developer agree that time is of the essence with respect to all dates or timelines specified in this agreement, absent the written agreement of the Parties altering or otherwise modifying such dates or timelines.

### **B. Force Majeure**

Neither the Developer nor the City shall be liable for failure to perform or delay in performance of any obligation resulting from any cause beyond the reasonable control of the Party affected (including, in the case of the Developer, its suppliers to the extent they are delayed in performance due to an event of Force Majeure) as of the date of this Agreement. Such events shall include, but are not limited to, an act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act or priority) of any governmental authority; act of terrorism; civil disturbance, rebellion, insurrection, riot or sabotage; fire caused by a third-Party, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; governmental embargo, epidemic or quarantine; fuel or energy shortage; delay or accident in shipping or transportation (collectively "Force Majeure"). However, under no circumstances shall this provision be construed so as to delay any required performance by a Party for a period of more than one (1) year from the initial required compliance date.

### **C. Compliance with Codes and Statutes**

The Parties acknowledge that full compliance by the Developer with all such codes, statutes and administrative code provisions is a material inducement for the City to enter into this Agreement. The Developer shall fully comply with all current and future applicable codes, statutes, administrative code provisions of the City, County, State and federal government, including without limitation, Evansville Municipal Code Chapter 130, Article III Performance Standards and Chapter 46, Article IV, Nuisances. In addition, the Developer shall follow all current and future lawful orders of any and all duly authorized employees and representatives of the City, County, State or federal government. However, to the extent that the terms, provisions and requirements of this Agreement are more restrictive than the requirements of any applicable code, statute or administrative code provision, then the terms of this Agreement shall be controlling.

### **D. No Waiver of Municipal Approval Processes**

The Developer acknowledges and agrees that the terms, provisions and restrictions of this Agreement do not and shall not obligate the City of Evansville, or any committee, board, commission, or employee of the City, to grant approval of zoning, variance, use or other



permit associated with the Project Development, nor shall this Agreement constitute a waiver of any fee or document submission associated with the approval process in this respect.

**E. Abrogation and Greater Restrictions**

The terms of this Agreement are intended to supplement, not modify or replace any applicable federal, State, County or municipal code standard or requirement for real estate development, including without limitation the application of all State, County and municipal, zoning, building or property maintenance code provisions. The Developer agrees to comply with the terms of this Agreement, even where such terms exceed or are supplemental to zoning, building or property use codes or other legal standards, requirements or restrictions.

**F. Survival of Terms**

Notwithstanding any other provision in this Agreement, those provisions in this Agreement which by their nature are intended to or must be performed in whole or in part or are reasonably interpreted to survive after the expiration or termination of this Agreement shall survive the expiration and/or termination of this Agreement.

**G. No Third-Party Beneficiaries**

This Agreement is made solely for the benefit of the Parties and their permitted successors and assigns, and no other Party shall acquire or have any rights under this Agreement or by virtue of this Agreement

**H. Governing Law and Venue**

This Agreement will be construed and interpreted in accordance with the laws of State of Wisconsin without regard to its conflict of law rules. The exclusive venue of any action arising out of this Agreement shall be in the Circuit Court of Rock County, Wisconsin.

**I. Mutual Cooperation**

Each of the Parties, at their own cost, agrees to execute and deliver such additional documents and take such other action as may be reasonably necessary or appropriate to carry out the terms, purposes and intent of this Agreement and to cooperate with the other Party in fulfilling all of their respective obligations under this Agreement.

**J. Entire Agreement and Merger**

This Agreement when executed by all Parties constitutes the entire agreement between the Parties with respect to this subject matter, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, understanding or negotiation that may have existed between the Parties. The Parties agree that they are mutually responsible for the drafting of this Agreement.

**K. Relationship of Parties**

This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the City and the Developer, or to impose any

partnership obligation or liability or any trust or agency obligation or relationship upon either Party. The City and the Developer shall not have any right, power, or authority to enter any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party, and except as expressly provided in this Agreement.

**L. Interpretation**

Each Party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The terms of this Agreement shall be liberally construed to promote the public purposes, plans and objectives identified in the District Plan, to protect the environment and the health and safety of Evansville community residents, to maintain a community that is free from objectionable environmental emissions.

**M. Section Headings**

The section or paragraph headings included in this Agreement are only for the convenience of the Parties and shall have no effect in interpreting the meaning of any term or provision of this Agreement.

**N. Written Amendment**

No amendment of this Agreement shall be binding on either Party unless confirmed in writing and executed by both Parties.

**O. Written Notice.**

Any notice or other communication to be given in connection with this Agreement shall be in writing. If any communication is personally delivered, then the delivery date shall be the date on which the recipient actually receives the communication. Any communication transmitted by mail shall be made by registered mail or courier services, and shall be delivered to the last- known address provided to the other Party in writing. The initial recipient and address for each Party are as follows:

**To Developer:**

CHS Oilseed Processing  
Attn: Jim Graham  
5500 Cenex Drive  
Inver Grove Heights, MN 55077

**To City:**

City Administrator  
31 S. Madison St.  
PO Box 529  
Evansville, WI 53536

**P. Calculation of Time**

In computing any period of time in this Agreement, reference to “day” or “days” shall mean calendar days, except that if the due day falls on a Saturday, Sunday or legal holiday then the time for performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. The day any notice is issued shall not be included in calculating the number of days required for performance.

**Q. Severability**

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. However, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**R. Binding Effect**

These terms shall bind each of the Parties, all subsequent owners and those claiming under them, as well as their legal or equitable successors in interest.

**S. Agreement to Run with Land**

This Agreement shall operate as a covenant running with the real estate, and all rights and obligations provided here, including without limitation the special assessment waiver and consent identified above, shall run with the real estate, and each and every parcel that may be subject to division. This Agreement imposes certain obligations, liabilities and restrictions on the owners of all or any portion of the Real Estate, including without limitation, the obligation to pay certain amounts to the City as specified above. The City may record this Agreement or notice of this Agreement with the County Register of Deeds to provide public notice of these terms.

**T. Execution in Counterparts**

This Agreement may be executed in two or more counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties agree that signatures transmitted by facsimile or electronic mail shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and they waive any defenses to the enforcement of the terms of this Agreement based on these forms of signature.

CHS Oilseed Processing LLC

By:

\_\_\_\_\_

\_\_\_\_\_

(print name and title)

The obligations of the Developer stated above in this Development Agreement are hereby personally guaranteed by the undersigned, who state they fully understand and accept the responsibilities of the Developer.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (print name)

\_\_\_\_\_ (SEAL)

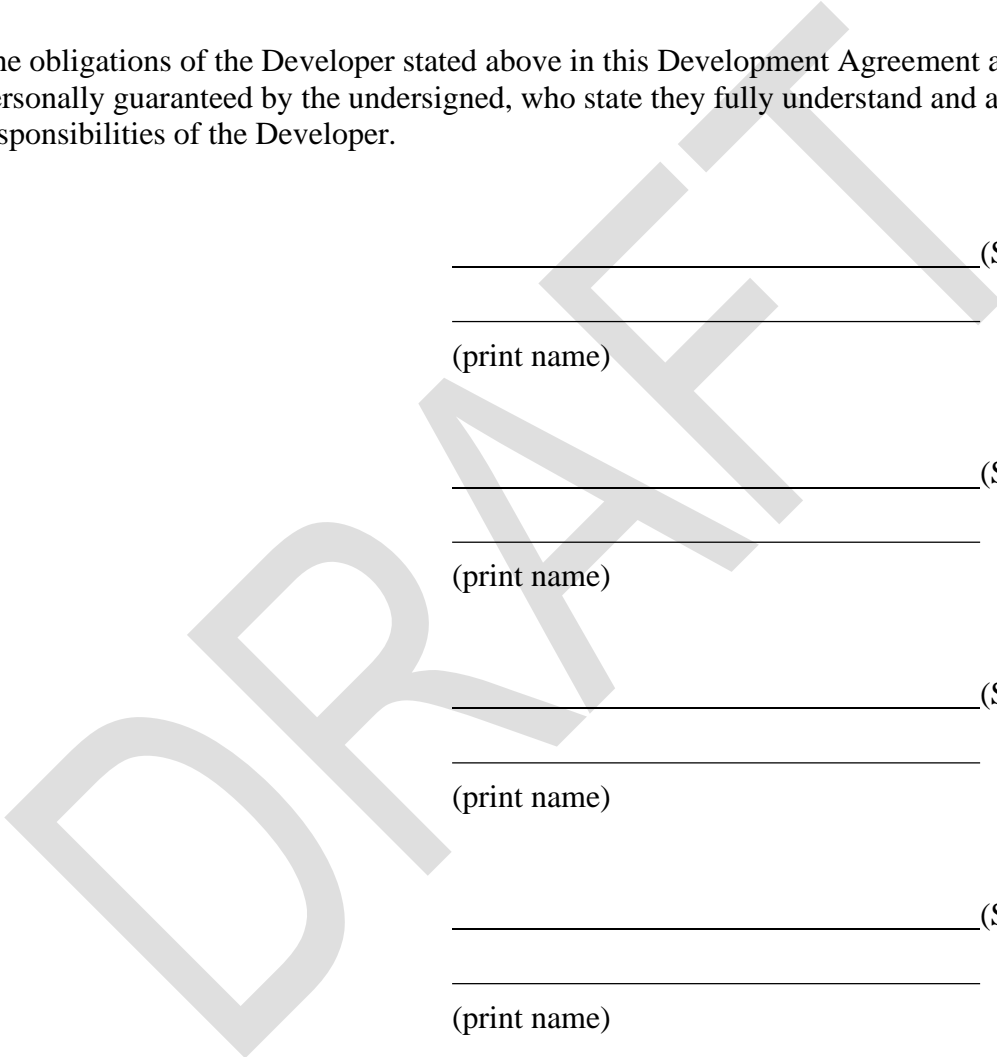
\_\_\_\_\_ (print name)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (print name)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (print name)



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date stated.

CITY OF EVANSVILLE:

\_\_\_\_\_  
Dianne Duggan, Mayor

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

\_\_\_\_\_  
Leah Hurtley, City Clerk

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

DRAFT

**LIST OF EXHIBITS**

EXHIBIT A – LEGAL PROPERTY DESCRIPTION

EXHIBIT B – SITE PLAN

EXHIBIT C – LANDSCAPE PLAN

EXHIBIT D – CERTIFIED SURVEY MAP

EXHIBIT E - SAMPLE CALCULATION OF NET INCREMENT INCENTIVE PAYMENT

EXHIBIT F - TRAFFIC STUDY

DRAFT

EXHIBIT A - PROPERTY LEGAL DESCRIPTION

EXHIBIT B - SITE PLAN

EXHIBIT C - LANDSCAPE PLAN

EXHIBIT D - CERTIFIED SURVEY MAP

EXHIBIT E - SAMPLE CALCULATION OF NET INCREMENT INCENTIVE PAYMENT

EXHIBIT F - TRAFFIC STUDY

DRAFT



# Tax Incremental Finance District #10

City of Evansville, Wisconsin

December 12, 2023

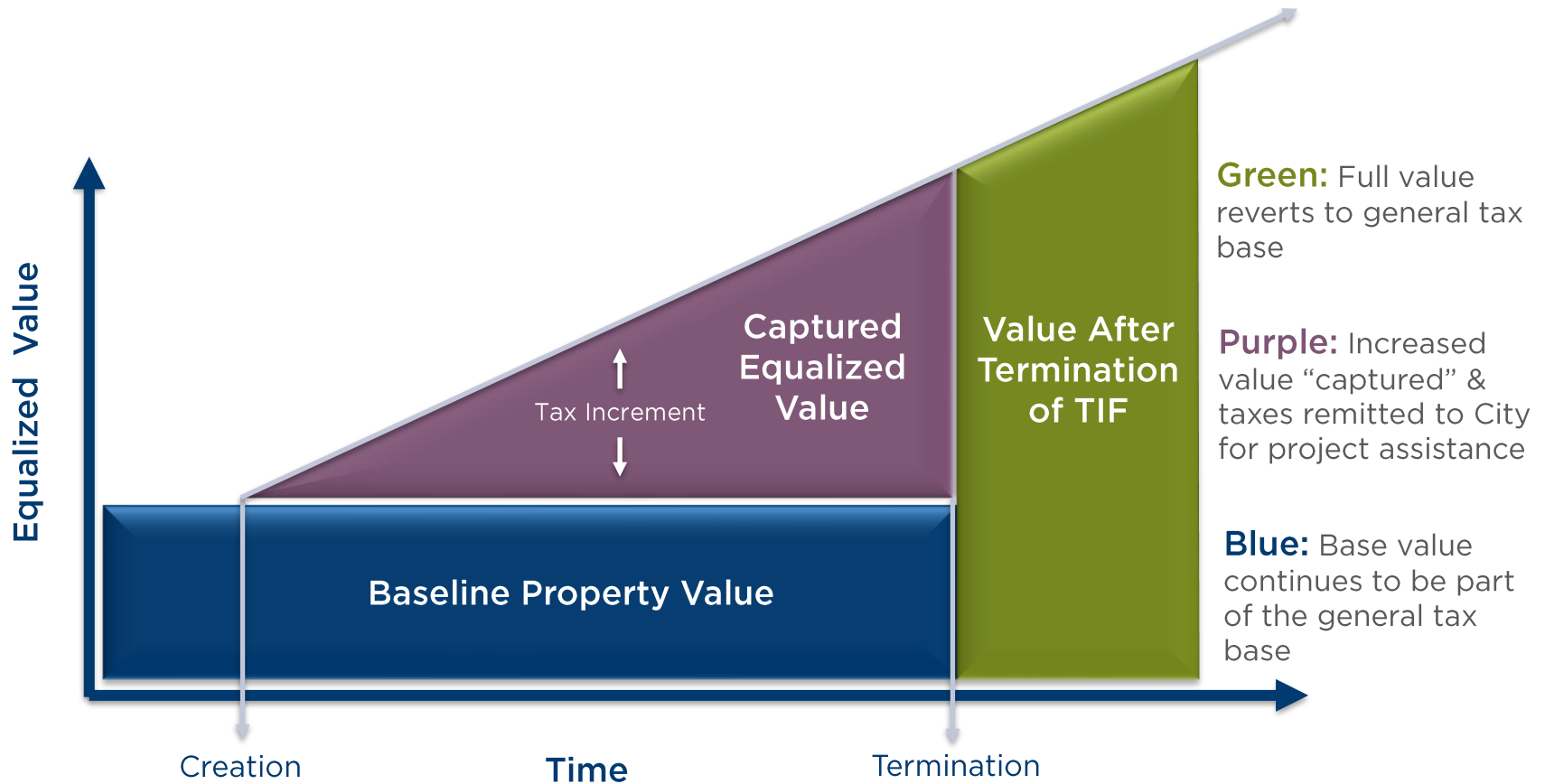


# Timeline

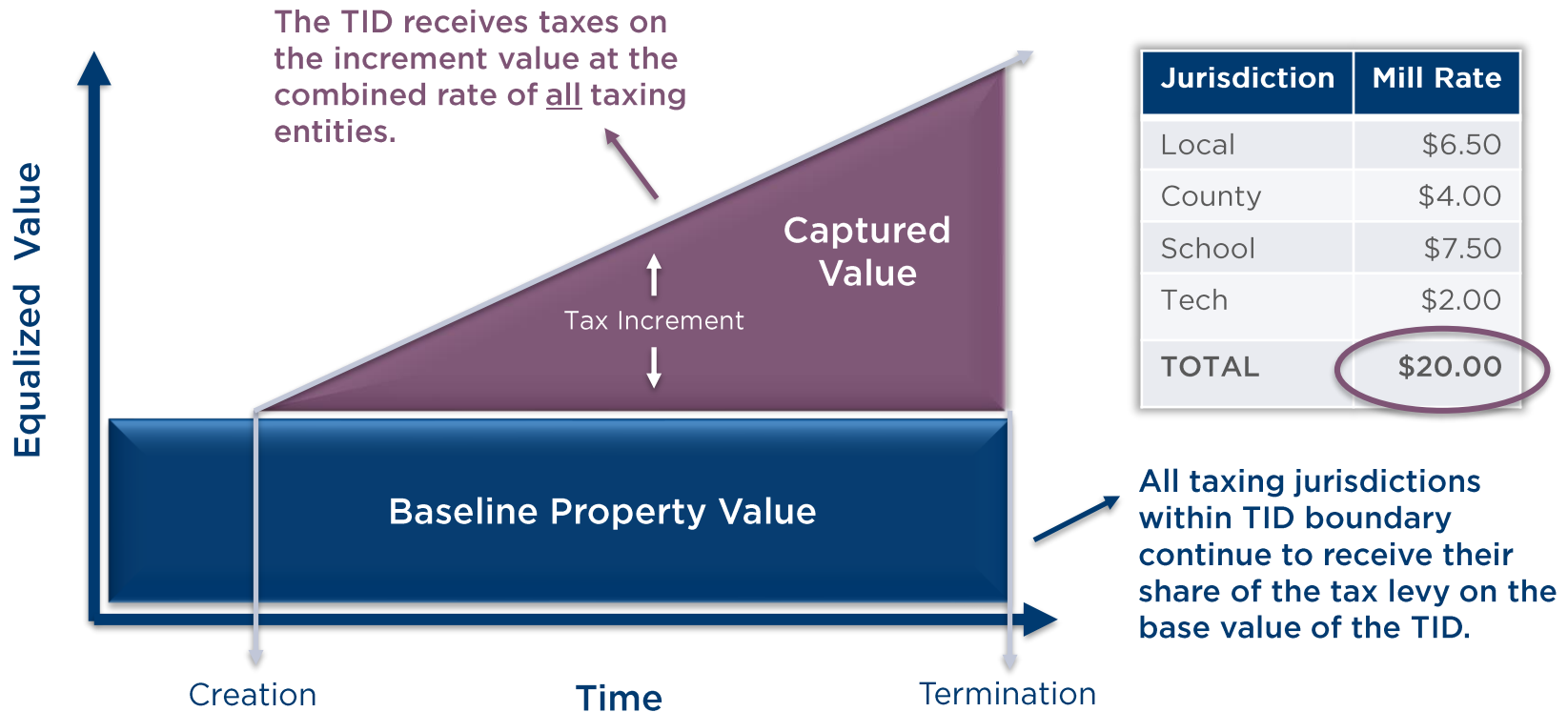
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- November 7, 2023
  - ✓ Initial Joint Review Board meeting (organizational)
- November 7, 2023
  - ✓ Plan Commission public hearing.
  - ✓ Consider resolution creating the district (approval required)
- December 12, 2023
  - ✓ Common Council considers resolution creating district (approval required).
- January 10, 2024
  - ✓ JRB meeting to vote on creating district.

# TIF Fundamentals



# TID Tax Levies



# Why use TIF?

---

## THE INTENT

- |  |  |
|--|--|
| ✓ Require cost participation amongst all taxing jurisdictions that ultimately benefit from increased property values | ✓ Promote economic development and redevelopment         |
| ✓ Address lack of other incentives and financial resources   | ✓ Promote cooperation between public and private sectors |

# Impacts of TIF

---

Pay the same tax rate whether you are in a TIF district or not.

Does not change zoning – zoning changes still require separate approvals.

Does not make it easier to use eminent domain.

All projects require separate approval – TIF plan only makes them TIF eligible.

If taxable value increases, all taxing jurisdictions benefit when district closes.

Municipality takes on all financial risk if TIF district underperforms.

# Overview Tax Incremental District #10

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## Type of District

- Mixed use District. Maximum life of 20 years.
- At least 50% of area suitable for some combination of commercial and industrial development.

## Challenge

- Significant utility & other infrastructure needed for development.
- Majority of costs will be funded by developer and reimbursed through a pay-as-you-go incentive. City not responsible for any incentive shortfalls.

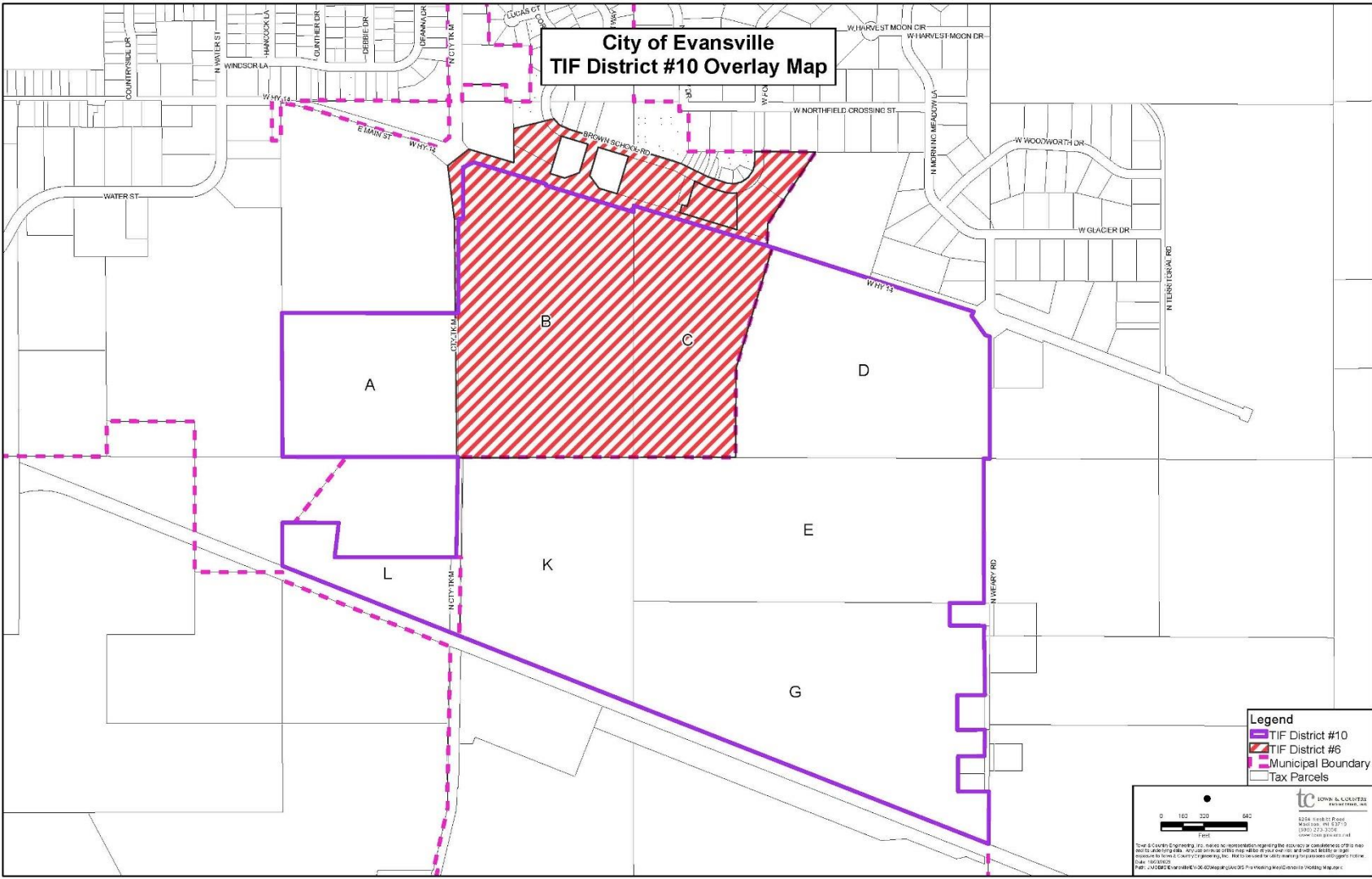
## Development

- Soybean processing facility.
- Expected to process 220,000 bushels/day.
- Utility building, warehouse, production, lab & offices included.

# 12% Equalized Value test

City of Evansville, Wisconsin	
Tax Increment District #10	
Valuation Test Compliance Calculation	
District Creation Date	12/12/2023
	Valuation Data
	Currently Available
	2023
Total EV (TID In)	669,495,700
12% Test	80,339,484
Increment of Existing TIDs	
TID #5	18,998,100
TID #6	7,263,200
TID #8	3,148,900
TID #9	1,704,600
Total Existing Increment	<u>31,114,800</u>
Projected Base of New District	625,804
Less Value of Any Underlying TID Parcels	31,014
Total Value Subject to 12% Test	<u>31,709,590</u>
Compliance	<b>PASS</b>

# City of Evansville TIF District #10 Overlay Map





# Project Costs

---

City funded costs are potential infrastructure projects funded if increment is sufficient.

Developer funded costs reimbursed through pay-as-you-go incentive payable solely from project increment.

If increment generated by project is insufficient to pay full incentive, City not required to make up shortfall.

# Projects included in project plan

---

## Preliminary Projects:

1. Wastewater, street, stormwater, trail/sidewalks.
2. Ongoing annual costs for audit, TID reporting, legal review, etc.
3. Incentives subject to approval of developer agreement by Common Council.

# City of Evansville, Wisconsin

## Tax Increment District #10

### Estimated Project List

Project ID	Project Name/Type	TID Costs			Non-TID Cost	
		Proposed City Funded	Proposed Developer Funded	1/2 Mile Radius		TOTAL TID Costs
1	Wastewater- Lift Station	250,000		Yes	250,000	
2	Wastewater - additional plant capacity	1,500,000		Yes	1,500,000	
3	Streets - Repave CTH M (HWY 14 to tracks)	500,000		Yes	500,000	
4	Streets - Repave HWY 14 (M to Weary)	600,000			600,000	
5	Streets - Rebuild Weary (HWY 14 to tracks)	1,200,000			1,200,000	
6	Streets - intersection of Weary and HWY 14	750,000			750,000	
7	Street lighting (along HWY 14, M, and Weary)	1,000,000		Yes	1,000,000	
8	Sidewalks/Trail (along HWY 14, M, and Weary)	750,000		Yes	750,000	
9	Stormwater - pond near CTH M	300,000		Yes	300,000	
10	Storm water - pond for City 11 acre site	200,000			200,000	
11	Trail connection - north edge of parcel A from HWY 14 to WWTP	250,000			250,000	
	Master plan for 25 acre commercial site	25,000			25,000	
	Mater plan for City 11 acre site	25,000			25,000	
	Construction Contingency	730,000			730,000	
	Ongoing annual reporting, audit and professional services	210,000			210,000	
Throughout District	<b>Developer Incentive (Pay-as-you-go)</b>					
	Roads and intersections		500,000		500,000	
	Rail loop track and transition to UP line		11,200,000		11,200,000	
	Regional Trail		500,000		500,000	
	Storm water ponds and management		1,900,000		1,900,000	
	Wastewater pre-treatment, DAF system, extensions		17,500,000		17,500,000	
	Water distribution & storage, fire water service		750,000		750,000	
	Gas service line extension		16,000,000		16,000,000	
	Construction contingency		6,470,000		6,470,000	
	Electric Service City Cost (paid through user fees)				0	2,381,000
	Electric Service Developer Cost (paid through user fees)				0	1,564,000
<b>TOTALS</b>		<b>8,290,000</b>	<b>54,820,000</b>		<b>63,110,000</b>	<b>3,945,000</b>

**Notes:**

1. Cost split between City costs and developer costs is based on estimates at the time of district creation. Actual costs may shift between parties.
2. Developer incentive cap expected not to exceed \$55,000,000.



# TID #10 Financial Analysis Summary

---

1. Estimated incremental value \$110 million constructed over 3 years.

2. 85% of increment pays developer incentive not to exceed \$55 million. Subject to Council approval of developer agreement.

3. Increment not expected to cover all project costs. City will prioritize infrastructure projects.

# City of Evansville, Wisconsin

## Tax Increment District #10

### Development Assumptions

Construction Year		Project Orange	Annual Total	Construction Year	
1	2024	9,900,000	9,900,000	2024	1
2	2025	51,810,000	51,810,000	2025	2
3	2026	48,290,000	48,290,000	2026	3
4	2027		0	2027	4
5	2028		0	2028	5
6	2029		0	2029	6
7	2030		0	2030	7
8	2031		0	2031	8
9	2032		0	2032	9
10	2033		0	2033	10
11	2034		0	2034	11
12	2035		0	2035	12
13	2036		0	2036	13
14	2037		0	2037	14
15	2038		0	2038	15
16	2039		0	2039	16
17	2040		0	2040	17
18	2041		0	2041	18
19	2042		0	2042	19
20	2043		0	2043	20
Totals		<u>110,000,000</u>	<u>110,000,000</u>		

Notes:

9% of anticipated value constructed in 2024.

47.1% of anticipated value constructed in 2025.

43.9% of anticipated value constructed in 2026.

# City of Evansville, Wisconsin

## Tax Increment District #10

### Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	TBD
District Creation Date	December 12, 2023	Appreciation Factor	1.00%
Valuation Date	Jan 1, 2024	Base Tax Rate	\$18.03
Max Life (Years)	20	Rate Adjustment Factor (4 years)	-1.50%
Expenditure Period/Termination	15 12/12/2038	Tax Exempt Discount Rate	N/A
Revenue Periods/Final Year	20 2045	Taxable Discount Rate	7.00%
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	No		

Construction	Valuation	Inflation	Total				85% of	Taxable NPV Calculation
Year	Value Added	Year	Increment	Increment	Revenue Year	Tax Rate	Tax Increment	Increment (Total)
1 2024	9,900,000	2025	0	9,900,000	2026	\$17.76	175,861	149,482 143,555
2 2025	51,810,000	2026	99,000	61,809,000	2027	\$17.50	1,081,489	919,266 968,618
3 2026	48,290,000	2027	618,090	110,717,090	2028	\$17.23	1,908,189	1,621,960 2,329,130
4 2027	0	2028	1,107,171	111,824,261	2029	\$16.98	1,898,362	1,613,607 3,594,089
5 2028	0	2029	1,118,243	112,942,504	2030	\$16.98	1,917,345	1,629,743 4,788,115
6 2029	0	2030	1,129,425	114,071,929	2031	\$16.98	1,936,519	1,646,041 5,915,186
7 2030	0	2031	1,140,719	115,212,648	2032	\$16.98	1,955,884	1,662,501 6,979,058
8 2031	0	2032	1,152,126	116,364,774	2033	\$16.98	1,975,443	1,679,126 7,983,272
9 2032	0	2033	1,163,648	117,528,422	2034	\$16.98	1,995,197	1,695,918 8,931,176
10 2033	0	2034	1,175,284	118,703,706	2035	\$16.98	2,015,149	1,712,877 9,825,927
11 2034	0	2035	1,187,037	119,890,743	2036	\$16.98	2,035,301	1,730,006 10,670,504
12 2035	0	2036	1,198,907	121,089,651	2037	\$16.98	2,055,654	1,747,306 11,467,722
13 2036	0	2037	1,210,897	122,300,547	2038	\$16.98	2,076,210	1,764,779 12,220,236
14 2037	0	2038	1,223,005	123,523,553	2039	\$16.98	2,096,972	1,782,426 12,930,553
15 2038	0	2039	1,235,236	124,758,788	2040	\$16.98	2,117,942	1,800,251 13,601,039
16 2039	0	2040	1,247,588	126,006,376	2041	\$16.98	2,139,121	1,818,253 14,233,928
17 2040	0	2041	1,260,064	127,266,440	2042	\$16.98	2,160,513	1,836,436 14,831,328
18 2041	0	2042	1,272,664	128,539,104	2043	\$16.98	2,182,118	1,854,800 15,395,228
19 2042	0	2043	1,285,391	129,824,495	2044	\$16.98	2,203,939	1,873,348 15,927,509
20 2043	0	2044	1,298,245	131,122,740	2045	\$16.98	2,225,978	1,892,082 16,429,941
<b>Totals</b>	<b>110,000,000</b>		<b>21,122,740</b>			<b>Future Value of Increment</b>	<b>38,153,185</b>	<b>32,430,207</b>

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

# City of Evansville, Wisconsin

## Tax Increment District #10

### Cash Flow Projection

Year	Projected Revenues		Expenditures									Balances				Year	
	Tax Increments	Total Revenues	Sewer Revenue Bond \$1,735,000			General Obligation Notes \$1,050,000			Developer Incentive	City capital outlay	Annual Costs	Total Expenditures	Annual	Cumulative	City Debt Outstanding		Incentive Outstanding <sup>1</sup>
			Dated Date:	Est. Rate	Interest	Dated Date:	Est. Rate	Interest									
2024		0									0	0	0	1,735,000	55,000,000	2024	
2025		0								10,000	10,000	(10,000)	(10,000)	1,735,000	55,000,000	2025	
2026	175,861	175,861						149,482		10,000	159,482	16,379	6,379	1,735,000	54,850,518	2026	
2027	1,081,489	1,081,489						919,266		10,000	1,072,403	9,086	15,465	1,735,000	53,931,252	2027	
2028	1,908,189	1,908,189	60,000	5.50%	93,775			1,621,960		10,000	1,785,735	122,453	137,918	1,675,000	52,309,292	2028	
2029	1,898,362	1,898,362	60,000	5.50%	90,475			1,613,607		10,000	1,774,082	124,279	262,198	1,615,000	50,695,685	2029	
2030	1,917,345	1,917,345	65,000	5.50%	87,038			1,629,743		10,000	1,791,781	125,564	387,762	1,550,000	49,065,941	2030	
2031	1,936,519	1,936,519	70,000	5.50%	83,325			1,646,041	500,000	10,000	2,309,366	(372,847)	14,915	1,480,000	47,419,900	2031	
2032	1,955,884	1,955,884	70,000	5.50%	79,475			1,662,501		10,000	1,821,976	133,908	148,822	1,410,000	45,757,399	2032	
2033	1,975,443	1,975,443	75,000	5.50%	75,488			1,679,126		10,000	1,839,614	135,829	284,651	1,335,000	44,078,273	2033	
2034	1,995,197	1,995,197	80,000	5.50%	71,225			1,695,918		10,000	1,857,143	138,055	422,706	1,255,000	42,382,355	2034	
2035	2,015,149	2,015,149	85,000	5.50%	66,688			1,712,877	500,000	10,000	2,374,564	(359,415)	63,291	1,170,000	40,669,478	2035	
2036	2,035,301	2,035,301	90,000	5.50%	61,875			1,730,006		10,000	1,891,881	143,420	206,711	1,080,000	38,939,473	2036	
2037	2,055,654	2,055,654	95,000	5.50%	56,788			1,747,306		10,000	1,909,093	146,561	353,271	985,000	37,192,167	2037	
2038	2,076,210	2,076,210	100,000	5.50%	51,425			1,764,779		10,000	1,926,204	150,007	503,278	1,935,000	35,427,389	2038	
2039	2,096,972	2,096,972	105,000	5.50%	45,788	150,000	5.75%	86,250		10,000	2,179,464	(82,492)	420,786	1,680,000	33,644,962	2039	
2040	2,117,942	2,117,942	110,000	5.50%	39,875	150,000	5.75%	47,438		10,000	2,157,563	(39,621)	381,165	1,420,000	31,844,711	2040	
2041	2,139,121	2,139,121	120,000	5.50%	33,550	150,000	5.75%	38,813		10,000	2,170,616	(31,494)	349,671	1,150,000	30,026,458	2041	
2042	2,160,513	2,160,513	125,000	5.50%	26,813	150,000	5.75%	30,188		10,000	2,178,436	(17,923)	331,747	875,000	28,190,023	2042	
2043	2,182,118	2,182,118	135,000	5.50%	19,663	150,000	5.75%	21,563		10,000	2,191,025	(8,907)	322,840	590,000	26,335,223	2043	
2044	2,203,939	2,203,939	140,000	5.50%	12,100	150,000	5.75%	12,938		10,000	2,198,386	5,553	328,393	300,000	24,461,874	2044	
2045	2,225,978	2,225,978	150,000	5.50%	4,125	150,000	5.75%	4,313		10,000	2,210,519	15,459	343,853	0	22,569,793	2045	
<b>Total</b>	<b>38,153,185</b>	<b>38,153,185</b>	<b>1,735,000</b>		<b>1,142,625</b>	<b>1,050,000</b>		<b>241,500</b>	<b>32,430,207</b>	<b>1,000,000</b>	<b>210,000</b>	<b>37,809,332</b>				<b>Total</b>	

Notes:

1. City is under no obligation to pay any incentive balance outstanding at the end of the District's maximum life.

Projected TID Closure



# TIF Action Items

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- 12/12/2023: Common Council consideration of resolution to approve district creation.
- 1/10/2024 Joint Review Board considers resolution to create district.

December 12, 2023

PROJECT PLAN

# City of Evansville, Wisconsin

## Tax Incremental District No. 10



---

Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

Organizational Joint Review Board Held:	November 7, 2023
Public Hearing Held:	November 7, 2023
Consideration by Plan Commission:	November 7, 2023
Consideration by Common Council:	December 12, 2023
Consideration by the Joint Review Board:	January 10, 2023

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# **SECTION 1:**

## **Executive Summary**

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### **DESCRIPTION OF DISTRICT**

Tax Incremental District (“TID”) No. 10 (“District”) is a proposed Mixed Use District comprising approximately 381 acres. The District will primarily be created to facilitate the development of a soybean processing facility (“Project”) to be developed by CHS (“Developer”).

The processing facility is expected to process 220,000 bushels/day. This new green-field plant will include truck/rail receiving (with scales/probes) and soybean storage. A new utility building will be constructed to house a boiler plant, water treatment systems, wastewater pretreatment, and air compressors. A new cooling tower will also be required. A dedicated fire water tank and fire pump house shall be constructed to provide sitewide fire protection. A maintenance shop and warehouse, as well as production offices, lab, locker rooms, and an administration office are also envisioned for the site.

### **AUTHORITY**

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

### **ESTIMATED TOTAL PROJECT COST EXPENDITURES**

The City anticipates making total expenditures of approximately \$63.1 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include utility and other infrastructure improvements identified by the City, and a pay-as-you-go developer incentive provided to CHS in an amount not to exceed \$55 million. The incentive will be paid from the increment generated by the Project. To the extent the increment is not sufficient to pay the full incentive, the City will be under no obligation to make up the shortfall. The incentive is subject to approval of a development agreement between CHS and the City.

The public infrastructure or developer incentive costs will be incurred to match the pace of development within the District. The City can finance public infrastructure directly, offer development incentives to reimburse infrastructure costs paid by a developer, or require public infrastructure to be paid entirely by a developer. The City can also use a combination of these approaches.

The estimated incremental value of this project is not expected to generate increment sufficient to cover all project costs. To the extent increment exceeds projections, additional project costs may be undertaken.

## **INCREMENTAL VALUATION**

The City projects that new land and improvements value of approximately \$110,000,000 will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

## **EXPECTED TERMINATION OF DISTRICT**

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 20 years.

## **SUMMARY OF FINDINGS**

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The Developer’s representation that the Project is not economically viable without public participation based on extraordinary costs needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:

The Project will enhance the high concentration of soybean acreage within a 100 mile radius; Rock County is the #1 soybean producing county in Wisconsin.

The Developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of

projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

4. Not less than 50% by area of the real property within the District is suitable for mixed use development as defined by Wis. Stat. § 66.1105(2)(cm).
5. Based on the foregoing finding, the District is designated as a mixed-use district.
6. The Project Costs relate directly to promoting mixed use development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That for those parcels to be included within the District that were annexed by the City within the three-year period preceding adoption of this Resolution, the City pledges through an annexation agreement with the developer to pay the Town of Union an amount equal to the property taxes the town last levied on the territory for each of the next five years.
11. The Plan for the District is feasible and is in conformity with the Master and Comprehensive Plan of the City.

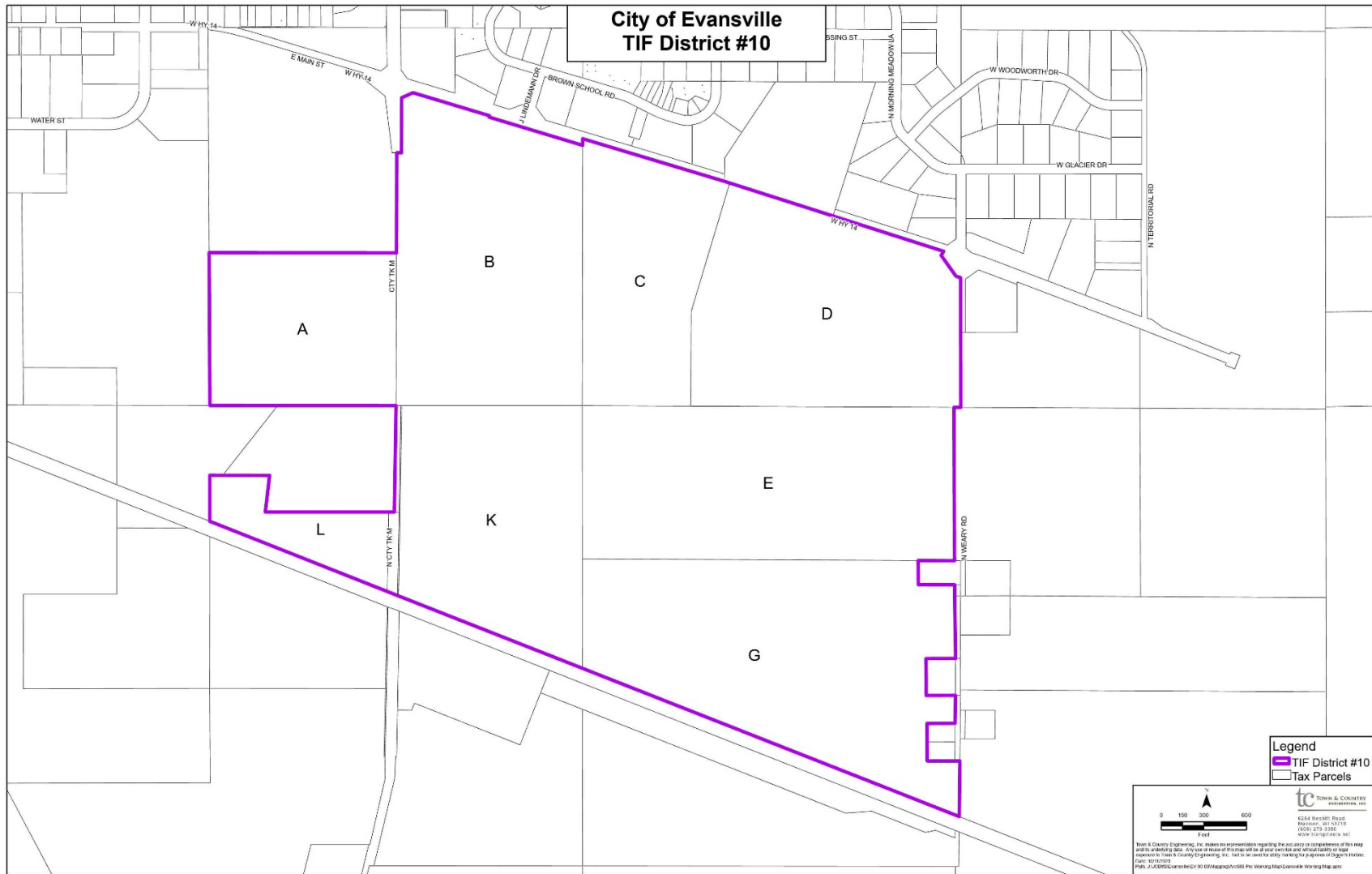
## **SECTION 2: Preliminary Map of Proposed District Boundary & Overlay Area**

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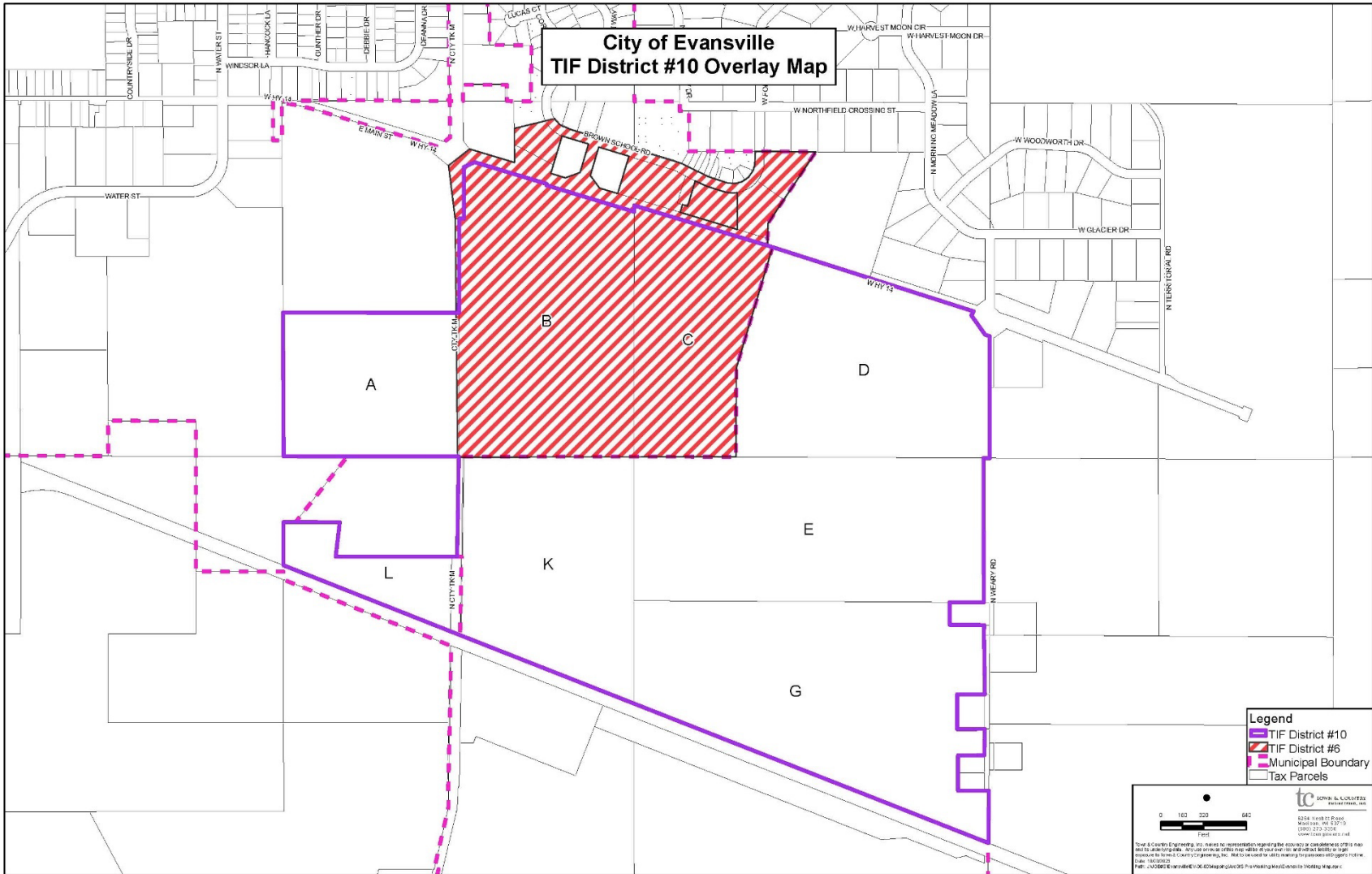
Maps Found on Following Pages.

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.

Parcels B and C within the proposed TID #10 boundary are presently within TID #6 and will be overlaid.



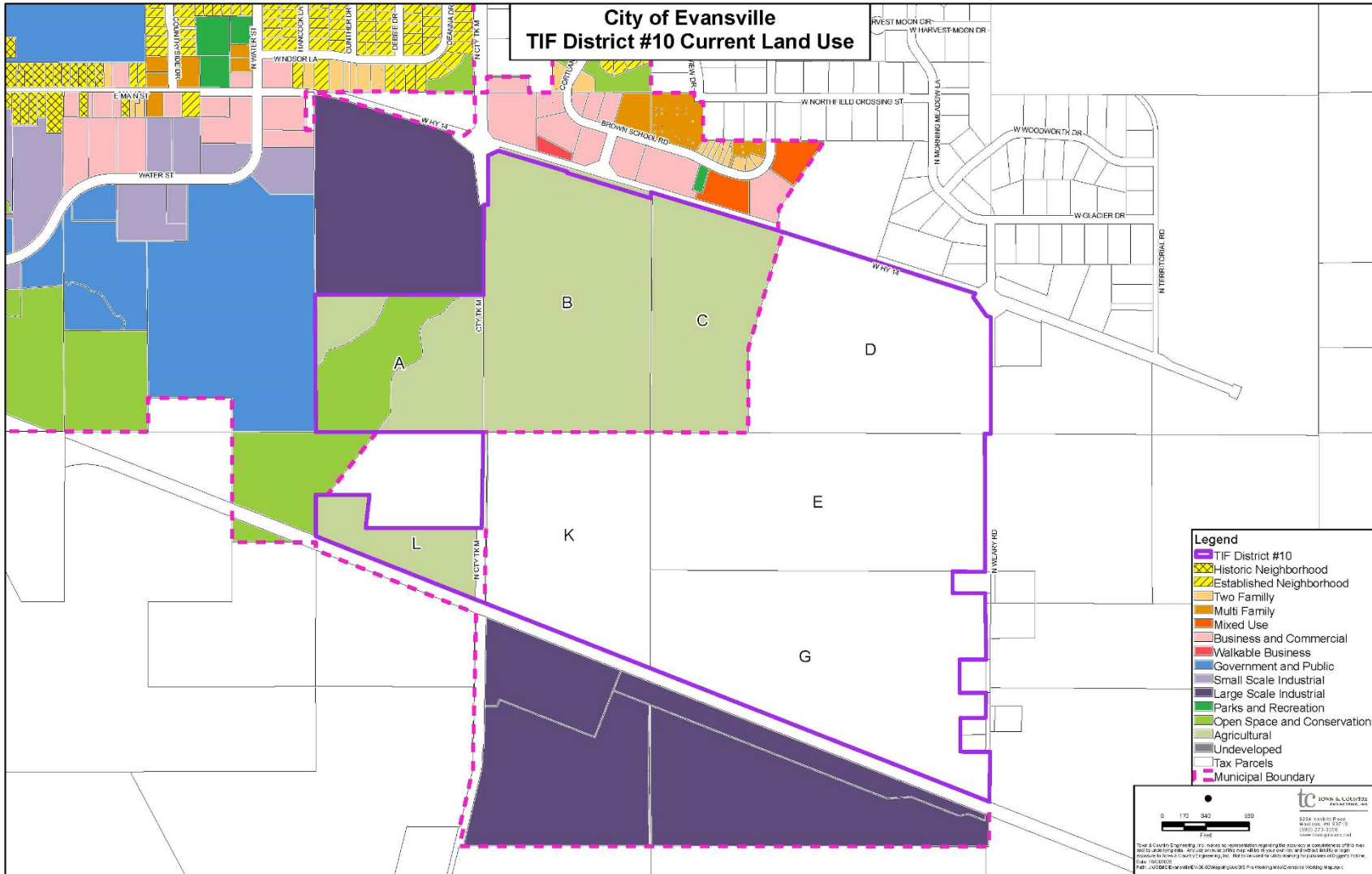




## **SECTION 3: Map Showing Existing Uses and Conditions & Future Land Use**

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Maps Found on Following Pages.





## **SECTION 4:** **Preliminary Parcel List and Analysis**

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List Found on Following Page.

# City of Evansville, Wisconsin

Tax Increment District #10

Base Property Information

Assessment Roll Classification?  
 (Residential = Class 1, Commercial = Class 2, Manufacturing = Class 3, Ag = Class 4, Undeveloped = Class 5, Ag Forest = Class 5M, Forest = Class 6, Other = Class 7 & Exempt = X)

Property Information							Assessment Information				Equalized Value				Comments	
Map Ref #	School District	Tax ID Number	Parcel Number	Acreage	Annexed Post 1/1/04	Part of TID #6	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	
										0	88.67%	0	0	0	0	
A	Evansville Community	222 0730016	6-27-959.4	32.48	no		141,500		0	141,500	88.67%	159,580	0	0	159,580	
B	Evansville Community	222 0730018	6-27-959.6	60.84	yes	yes	16,300		0	16,300	88.67%	18,383	0	0	18,383	
C	Evansville Community	222 069030	6-27-958.07	34.85	yes	yes	11,200		0	11,200	88.67%	12,631	0	0	12,631	
D	Evansville Community	040 04000302	6-20-219B	54.25	yes		12,600		0	12,600	88.67%	14,210	0	0	14,210	Annexed 9/12/2023; waiting on new Tax Parcel ID #
E	Evansville Community	040 064006	6-20-318	65.00	yes		15,500		0	15,500	88.67%	17,481	0	0	17,481	Annexed 9/12/2023; waiting on new Tax Parcel ID #
G	Evansville Community	040 06400300101	6-20-317.01	74.78	yes		19,600	83,500	0	103,100	88.67%	22,104	94,169	0	116,274	Annexed 9/12/2023; waiting on new Tax Parcel ID #
K	Evansville Community	040 062001	6-20-305	47.37	yes		50,600	204,100	0	254,700	88.67%	57,066	230,179	0	287,245	Annexed 9/12/2023; waiting on new Tax Parcel ID #
L	Evansville Community	222 080100	6-27-1150	11.43	yes		0	0	0	0	88.67%	0	0	0	0	City-owned
<b>381.00</b>							267,300	287,600	0	554,900		301,455	324,349	0		
The above values are as of January 1, 2023. Actual base value certification of the territory will be based on January 1, 2024 assessed values.											<b>Estimated Base Value</b>		<b>625,804</b>			

# City of Evansville, Wisconsin

## Tax Increment District #10

### Land Use Summary

Property Information							District Classification		
Map Ref #	School District	Tax ID Number	Parcel Number	Acreage	Annexed Post 1/1/04	Part of TID #6	Industrial	Commercial/ Business	Suitable for Mixed Use
									0.00
A	Evansville Community	222 0730016	6-27-959.4	32.48	no			32.48	32.48
B	Evansville Community	222 0730018	6-27-959.6	60.84	yes	yes		60.84	60.84
C	Evansville Community	222 069030	6-27-958.07	34.85	yes	yes		34.85	34.85
D	Evansville Community	040 04000302	6-20-219B	54.25	yes		54.25		54.25
E	Evansville Community	040 064006	6-20-318	65.00	yes		65		65.00
G	Evansville Community	040 06400300101	6-20-317.01	74.78	yes		74.78		74.78
K	Evansville Community	040 062001	6-20-305	47.37	yes		47.37		47.37
L	Evansville Community	222 080100	6-27-1150	11.43	yes		11.43		11.43
				<b>381.00</b>			252.83	128.17	381
							66.36%	33.64%	100.00%

## SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City. The value of those parcels located within Tax Incremental District No. 10 that will be overlapped are not included in the base value of the District as that value is reflected within the total of existing incremental value.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$31,709,500. This value is less than the maximum of \$80,339,484 in equalized value that is permitted for the City.

<b>City of Evansville, Wisconsin</b>	
<b>Tax Increment District #10</b>	
<b>Valuation Test Compliance Calculation</b>	
District Creation Date	12/12/2023
	Valuation Data
	Currently Available
	2023
Total EV (TID In)	669,495,700
12% Test	80,339,484
Increment of Existing TIDs	
TID #5	18,998,100
TID #6	7,263,200
TID #8	3,148,900
TID #9	1,704,600
Total Existing Increment	31,114,800
Projected Base of New District	625,804
Less Value of Any Underlying TID Parcels	31,014
Total Value Subject to 12% Test	31,709,590
Compliance	<b>PASS</b>



## **SECTION 6: Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District**

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Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

### **Property, Right-of-Way and Easement Acquisition**

#### ***Property Acquisition for Development***

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

### **Property Acquisition for Conservancy**

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

### **Acquisition of Rights-of-Way**

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

### **Acquisition of Easements**

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

### **Relocation Costs**

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

### **Site Preparation Activities**

#### **Environmental Audits and Remediation**

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

### **Demolition**

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

### **Site Grading**

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

### **Utilities**

#### **Sanitary Sewer System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

#### **Water System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Stormwater Management System Improvements**

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Electric Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Gas Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Communications Infrastructure**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Streets and Streetscape**

#### **Street Improvements**

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

#### **Streetscaping and Landscaping**

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

### **Community Development**

#### **Cash Grants (Development Incentives)**

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

## **Miscellaneous**

### **Rail Spur**

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

### **Property Tax Payments to Town**

Property tax payments due to the Town of Union under Wis. Stat. § 66.1105(4)(gm)1. because of the inclusion of lands annexed after January 1, 2004 within the boundaries of the District are an eligible Project Cost.

### **Projects Outside the Tax Increment District**

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

- Lift station improvements: \$250,000
- Additional wastewater plant capacity: \$1,500,000
- Streets - Repave CTH M (HWY 14 to tracks): \$500,000
- Street lighting (along HWY 14, M and Weary): \$1,000,000
- Sidewalks/Trail (along HWY 14, M and Weary): \$750,000
- Stormwater pond near CTH M: \$300,000

### **Professional Service and Organizational Costs**

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

### **Administrative Costs**

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee

salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

**Financing Costs**

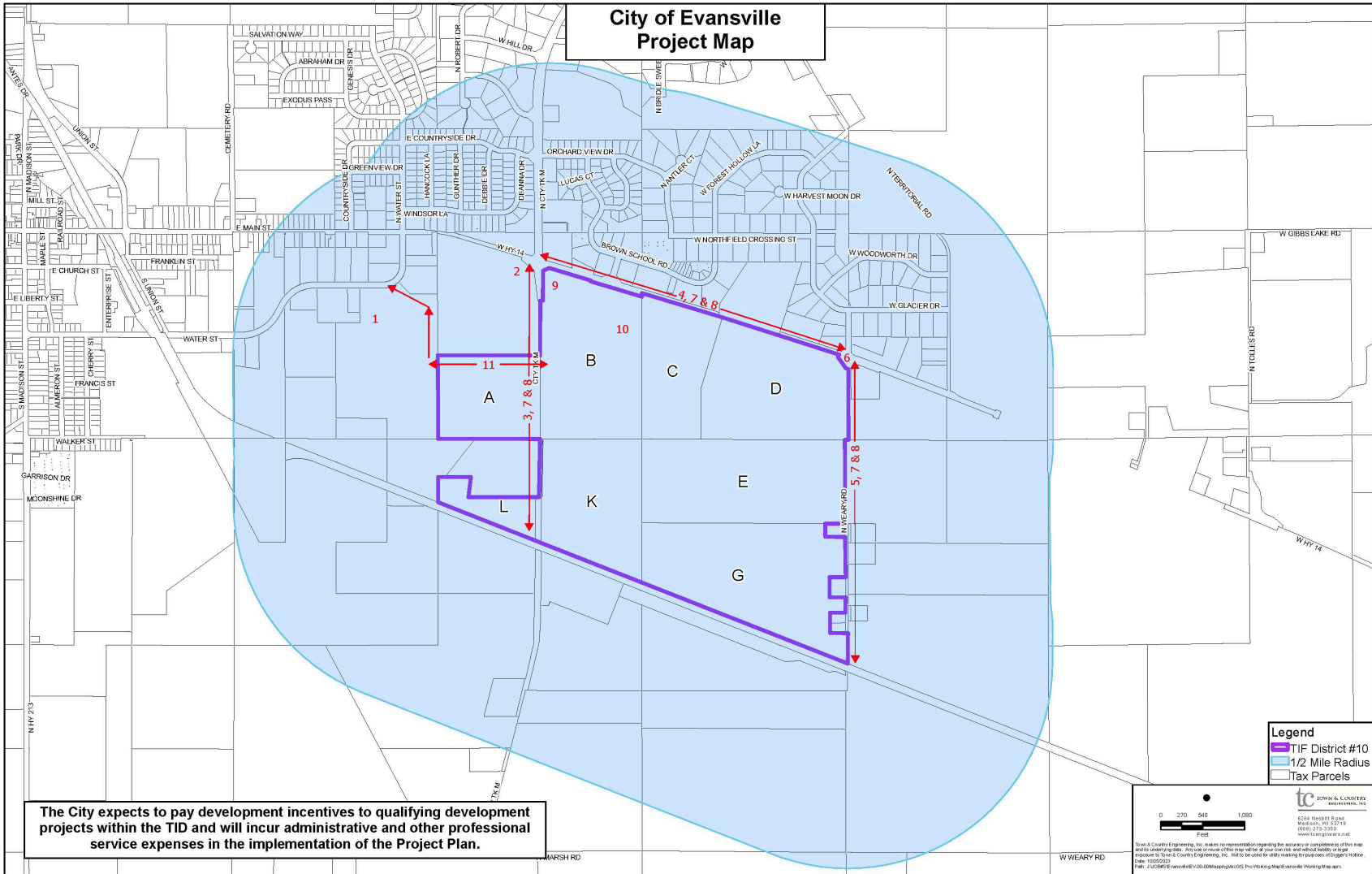
Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

## **SECTION 7:** **Map Showing Proposed Improvements and Uses**

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Map Found on Following Page.





## **SECTION 8: Detailed List of Estimated Project Costs**

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The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

The public infrastructure costs will be incurred to match the pace of development within the District. The City could finance public infrastructure directly, offer development incentives to reimburse infrastructure costs paid by a developer, or require public infrastructure to be paid entirely by a developer. The City could also use a combination of these approaches. Project costs are TID eligible to the extent sufficient increment is available to support these projects. The estimated incremental value of this project is not expected to generate increment sufficient to cover all project costs. To the extent increment exceeds projections, additional project costs may be undertaken.

While the City can reallocate costs between projects as necessary, all expenditures will require separate approval by the Common Council. The City's ongoing practice is to review planned TID expenditures and projected increment within the District prior to approving capital expenditures or developer incentives to determine if it is feasible for the District to support the proposed costs.

# City of Evansville, Wisconsin

## Tax Increment District #10

### Estimated Project List

Project ID	Project Name/Type	TID Costs			Non-TID Cost
		Proposed City Funded	Proposed Developer Funded	1/2 Mile Radius	
1	Wastewater- Lift Station	250,000		Yes	250,000
2	Wastewater - additional plant capacity	1,500,000		Yes	1,500,000
3	Streets - Repave CTH M (HWY 14 to tracks)	500,000		Yes	500,000
4	Streets - Repave HWY 14 (M to Weary)	600,000			600,000
5	Streets - Rebuild Weary (HWY 14 to tracks)	1,200,000			1,200,000
6	Streets - intersection of Weary and HWY 14	750,000			750,000
7	Street lighting (along HWY 14, M, and Weary)	1,000,000		Yes	1,000,000
8	Sidewalks/Trail (along HWY 14, M, and Weary)	750,000		Yes	750,000
9	Stormwater - pond near CTH M	300,000		Yes	300,000
10	Storm water - pond for City 11 acre site	200,000			200,000
11	Trail connection - north edge of parcel A from HWY 14 to WWTP	250,000			250,000
	Master plan for 25 acre commercial site	25,000			25,000
	Mater plan for City 11 acre site	25,000			25,000
	Construction Contingency	730,000			730,000
	Ongoing annual reporting, audit and professional services	210,000			210,000
Throughout District	<b>Developer incentive (Pay-as-you-go)</b>				
	Roads and intersections		500,000		500,000
	Rail loop track and transition to UP line		11,200,000		11,200,000
	Regional Trail		500,000		500,000
	Storm water ponds and management		1,900,000		1,900,000
	Wastewater pre-treatment, DAF system, extensions		17,500,000		17,500,000
	Water distribution & storage, fire water service		750,000		750,000
	Gas service line extension		16,000,000		16,000,000
	Construction contingency		6,470,000		6,470,000
	Electric Service City Cost (paid through user fees)				0
	Electric Service Developer Cost (paid through user fees)				2,381,000
					0
					1,564,000
<b>TOTALS</b>		<b>8,290,000</b>	<b>54,820,000</b>		<b>63,110,000</b>
					<b>3,945,000</b>

**Notes:**

1. Cost split between City costs and developer costs is based on estimates at the time of district creation. Actual costs may shift between parties.
2. Developer incentive cap expected not to exceed \$55,000,000.

## **SECTION 9:**

### **Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred**

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This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

#### **Key Assumptions**

The Project Costs the City plans to make are expected to create \$110 million of incremental value within the District. Estimated valuations and timing for construction of projects throughout the entire District are included in **Table 1**. This is an illustration of the full development potential within the District. Assuming an equalized TID Interim tax rate of \$17.76 per thousand of equalized value declining by -1.50% annually, and economic appreciation of 1%, the District would generate approximately \$38.1 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

#### **Financing and Implementation**

Based on the Project Cost expenditures included within the cash flow exhibit (**Table 3**), the District is projected to accumulate sufficient funds by the year 2045 to pay off Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

**Table 1 - Development Assumptions**

**City of Evansville, Wisconsin**  
**Tax Increment District #10**  
**Development Assumptions**

Construction Year		Project Orange	Annual Total	Construction Year	
1	2024	9,900,000	9,900,000	2024	1
2	2025	51,810,000	51,810,000	2025	2
3	2026	48,290,000	48,290,000	2026	3
4	2027		0	2027	4
5	2028		0	2028	5
6	2029		0	2029	6
7	2030		0	2030	7
8	2031		0	2031	8
9	2032		0	2032	9
10	2033		0	2033	10
11	2034		0	2034	11
12	2035		0	2035	12
13	2036		0	2036	13
14	2037		0	2037	14
15	2038		0	2038	15
16	2039		0	2039	16
17	2040		0	2040	17
18	2041		0	2041	18
19	2042		0	2042	19
20	2043		0	2043	20
Totals		<u>110,000,000</u>	<u>110,000,000</u>		

Notes:  
 9% of anticipated value constructed in 2024.  
 47.1% of anticipated value constructed in 2025.  
 43.9% of anticipated value constructed in 2026.

**Table 2 - Tax Increment Projection Worksheet**

City of Evansville, Wisconsin										
Tax Increment District #10										
Tax Increment Projection Worksheet										
Type of District	Mixed Use		Base Value	TBD						
District Creation Date	December 12, 2023		Appreciation Factor	1.00%						
Valuation Date	Jan 1,	2024	Base Tax Rate	\$18.03						
Max Life (Years)	20		Rate Adjustment Factor (4 years)	-1.50%						
Expenditure Period/Termination	15	12/12/2038								
Revenue Periods/Final Year	20	2045								
Extension Eligibility/Years	Yes	3	Tax Exempt Discount Rate	N/A						
Eligible Recipient District	No		Taxable Discount Rate	7.00%						
								Taxable NPV Calculation (Total increment)		
Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	85% of Increment		
1	2024	9,900,000	2025	0	9,900,000	2026	\$17.76	175,861	149,482	143,555
2	2025	51,810,000	2026	99,000	61,809,000	2027	\$17.50	1,081,489	919,266	968,618
3	2026	48,290,000	2027	618,090	110,717,090	2028	\$17.23	1,908,189	1,621,960	2,329,130
4	2027	0	2028	1,107,171	111,824,261	2029	\$16.98	1,898,362	1,613,607	3,594,089
5	2028	0	2029	1,118,243	112,942,504	2030	\$16.98	1,917,345	1,629,743	4,788,115
6	2029	0	2030	1,129,425	114,071,929	2031	\$16.98	1,936,519	1,646,041	5,915,186
7	2030	0	2031	1,140,719	115,212,648	2032	\$16.98	1,955,884	1,662,501	6,979,058
8	2031	0	2032	1,152,126	116,364,774	2033	\$16.98	1,975,443	1,679,126	7,983,272
9	2032	0	2033	1,163,648	117,528,422	2034	\$16.98	1,995,197	1,695,918	8,931,176
10	2033	0	2034	1,175,284	118,703,706	2035	\$16.98	2,015,149	1,712,877	9,825,927
11	2034	0	2035	1,187,037	119,890,743	2036	\$16.98	2,035,301	1,730,006	10,670,504
12	2035	0	2036	1,198,907	121,089,651	2037	\$16.98	2,055,654	1,747,306	11,467,722
13	2036	0	2037	1,210,897	122,300,547	2038	\$16.98	2,076,210	1,764,779	12,220,236
14	2037	0	2038	1,223,005	123,523,553	2039	\$16.98	2,096,972	1,782,426	12,930,553
15	2038	0	2039	1,235,236	124,758,788	2040	\$16.98	2,117,942	1,800,251	13,601,039
16	2039	0	2040	1,247,588	126,006,376	2041	\$16.98	2,139,121	1,818,253	14,233,928
17	2040	0	2041	1,260,064	127,266,440	2042	\$16.98	2,160,513	1,836,436	14,831,328
18	2041	0	2042	1,272,664	128,539,104	2043	\$16.98	2,182,118	1,854,800	15,395,228
19	2042	0	2043	1,285,391	129,824,495	2044	\$16.98	2,203,939	1,873,348	15,927,509
20	2043	0	2044	1,298,245	131,122,740	2045	\$16.98	2,225,978	1,892,082	16,429,941
<b>Totals</b>		<b>110,000,000</b>	<b>21,122,740</b>		<b>Future Value of Increment</b>		<b>38,153,185</b>	<b>32,430,207</b>		
Notes:										
Actual results will vary depending on development, inflation of overall tax rates.										
NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).										

**Table 3 - Cash Flow**

City of Evansville, Wisconsin																
Tax Increment District #10																
Cash Flow Projection																
Year	Projected Revenues		Expenditures							Balances				Year		
	Tax Increments	Total Revenues	Sewer Revenue Bond \$1,735,000 Dated Date: 05/01/26			General Obligation Notes \$1,050,000 Dated Date: 04/01/38			Developer Incentive	City capital outlay	Annual Costs	Total Expenditures	Annual		Cumulative	City Debt Outstanding
2024		0									0	0	0	1,735,000	55,000,000	2024
2025		0								10,000	10,000	(10,000)	(10,000)	1,735,000	55,000,000	2025
2026	175,861	175,861						149,482		10,000	159,482	16,379	6,379	1,735,000	54,850,518	2026
2027	1,081,489	1,081,489						919,266		10,000	1,072,403	9,086	15,465	1,735,000	53,931,252	2027
2028	1,908,189	1,908,189	60,000	5.50%	93,775			1,621,960		10,000	1,785,735	122,453	137,918	1,675,000	52,309,292	2028
2029	1,898,362	1,898,362	60,000	5.50%	90,475			1,613,607		10,000	1,774,082	124,279	262,198	1,615,000	50,695,685	2029
2030	1,917,345	1,917,345	65,000	5.50%	87,038			1,629,743		10,000	1,791,781	125,564	387,762	1,550,000	49,065,941	2030
2031	1,936,519	1,936,519	70,000	5.50%	83,325			1,646,041	500,000	10,000	2,309,366	(372,847)	14,915	1,480,000	47,419,900	2031
2032	1,955,884	1,955,884	70,000	5.50%	79,475			1,662,501		10,000	1,821,976	133,908	148,822	1,410,000	45,757,399	2032
2033	1,975,443	1,975,443	75,000	5.50%	75,488			1,679,126		10,000	1,839,614	135,829	284,651	1,335,000	44,078,273	2033
2034	1,995,197	1,995,197	80,000	5.50%	71,225			1,695,918		10,000	1,857,143	138,055	422,706	1,255,000	42,382,355	2034
2035	2,015,149	2,015,149	85,000	5.50%	66,688			1,712,877	500,000	10,000	2,374,564	(359,415)	63,291	1,170,000	40,669,478	2035
2036	2,035,301	2,035,301	90,000	5.50%	61,875			1,730,006		10,000	1,891,881	143,420	206,711	1,080,000	38,939,473	2036
2037	2,055,654	2,055,654	95,000	5.50%	56,788			1,747,306		10,000	1,909,093	146,561	353,271	985,000	37,192,167	2037
2038	2,076,210	2,076,210	100,000	5.50%	51,425			1,764,779		10,000	1,926,204	150,007	503,278	1,935,000	35,427,389	2038
2039	2,096,972	2,096,972	105,000	5.50%	45,788	150,000	5.75%	86,250	1,782,426	10,000	2,179,464	(82,492)	420,786	1,680,000	33,644,962	2039
2040	2,117,942	2,117,942	110,000	5.50%	39,875	150,000	5.75%	47,438	1,800,251	10,000	2,157,563	(39,621)	381,165	1,420,000	31,844,711	2040
2041	2,139,121	2,139,121	120,000	5.50%	33,550	150,000	5.75%	38,813	1,818,253	10,000	2,170,616	(31,494)	349,671	1,150,000	30,026,458	2041
2042	2,160,513	2,160,513	125,000	5.50%	26,813	150,000	5.75%	30,188	1,836,436	10,000	2,178,436	(17,923)	331,747	875,000	28,190,023	2042
2043	2,182,118	2,182,118	135,000	5.50%	19,663	150,000	5.75%	21,563	1,854,800	10,000	2,191,025	(8,907)	322,840	590,000	26,335,223	2043
2044	2,203,939	2,203,939	140,000	5.50%	12,100	150,000	5.75%	12,938	1,873,348	10,000	2,198,386	5,553	328,393	300,000	24,461,874	2044
2045	2,225,978	2,225,978	150,000	5.50%	4,125	150,000	5.75%	4,313	1,892,082	10,000	2,210,519	15,459	343,853	0	22,569,793	2045
<b>Total</b>	<b>38,153,185</b>	<b>38,153,185</b>	<b>1,735,000</b>		<b>1,142,625</b>	<b>1,050,000</b>		<b>241,500</b>	<b>32,430,207</b>	<b>1,000,000</b>	<b>210,000</b>	<b>37,809,332</b>				<b>Total</b>

Notes:

1. City is under no obligation to pay any incentive balance outstanding at the end of the District's maximum life.

Projected TID Closure

## **SECTION 10: Annexed Property**

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A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. Since property within the proposed District boundary has been annexed within the past three years, the City pledges to pay the Town of Union for each of the next five years an amount equal to the property taxes levied on the territory by the town at the time of the annexation. Such payments allow for inclusion of the annexed lands as a permitted exception under Wis. Stat. § 66.1105(4)(gm)1.

## **SECTION 11: Estimate of Property to Be Devoted to Retail Business**

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Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 12: Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances**

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### **Zoning Ordinances**

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

### **Master (Comprehensive) Plan and Map**

The proposed Plan is in general conformance with the City's Comprehensive Plan. Future land use designations have been changed to "Large Scale Industrial" to accommodate the primary development. Other areas within the District remain suitable for mixed use development including commercial land uses.

### **Building Codes and Ordinances**

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures.



The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

### **SECTION 13:**

#### **Statement of the Proposed Method for the Relocation of any Persons to be Displaced**

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Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

### **SECTION 14:**

#### **How Creation of the Tax Incremental District Promotes the Orderly Development of the City**

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Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by creating new industrial sites and creating opportunities for mixed use development by providing necessary public infrastructure improvements and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and complement the high concentration of soybean acreage within a 100 mile radius; Rock County is the #1 soybean producing county in Wisconsin.

## **SECTION 15:**

### **List of Estimated Non-Project Costs**

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Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The Plan includes the following non-project costs:

- Electric service (City costs) paid from user fee revenue: \$2,381,000.
- Electric service (Developer costs) paid from user fee revenue: \$1,564,000.

**SECTION 16:**  
**Legal Opinion Advising Whether the Plan is Complete  
and Complies with Wis. Stat. § 66.1105(4)(f)**

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Legal Opinion Found on Following Page.

**SAMPLE**

Mayor  
City of Evansville  
31 S Madison St  
Evansville, Wisconsin 53536-0076

**RE: Project Plan for Tax Incremental District No. 10**

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of Evansville, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Evansville Tax Incremental District No. 10 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

Mark Kopp  
City Attorney

## SECTION 17: Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlying district would pay by jurisdiction.						
Statement of Taxes Data Year:		2022		Percentage		
County		2,460,727			21.37%	
Municipality		3,703,628			32.17%	
School District		4,862,416			42.24%	
Technical College		485,947			4.22%	
Total		11,512,718				
Revenue Year	County	Municipality	School District	Technical College	Total	Revenue Year
2026	37,588	56,574	74,275	7,423	175,861	2026
2027	231,157	347,914	456,769	45,649	1,081,489	2027
2028	407,856	613,862	805,927	80,544	1,908,189	2028
2029	405,756	610,701	801,776	80,129	1,898,362	2029
2030	409,813	616,808	809,794	80,930	1,917,345	2030
2031	413,911	622,976	817,892	81,740	1,936,519	2031
2032	418,050	629,206	826,071	82,557	1,955,884	2032
2033	422,231	635,498	834,332	83,383	1,975,443	2033
2034	426,453	641,853	842,675	84,216	1,995,197	2034
2035	430,718	648,271	851,102	85,059	2,015,149	2035
2036	435,025	654,754	859,613	85,909	2,035,301	2036
2037	439,375	661,301	868,209	86,768	2,055,654	2037
2038	443,769	667,914	876,891	87,636	2,076,210	2038
2039	448,207	674,594	885,660	88,512	2,096,972	2039
2040	452,689	681,339	894,516	89,397	2,117,942	2040
2041	457,216	688,153	903,462	90,291	2,139,121	2041
2042	461,788	695,034	912,496	91,194	2,160,513	2042
2043	466,406	701,985	921,621	92,106	2,182,118	2043
2044	471,070	709,005	930,837	93,027	2,203,939	2044
2045	475,780	716,095	940,146	93,958	2,225,978	2045
	8,154,857	12,273,835	16,114,063	1,610,430	38,153,185	
Notes:						
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.						

**City of Evansville**

**RESOLUTION 2023-40**

**RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 10,  
APPROVING ITS PROJECT PLAN AND ESTABLISHING ITS BOUNDARIES  
CITY OF EVANSVILLE, WISCONSIN**

WHEREAS, the City of Evansville (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 10 (the “District”) is proposed to be created by the City as a mixed-use district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Rock County, the Evansville Community School District, and the Blackhawk Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on November 7, 2023 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan.

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 10, City of Evansville", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2024.
3. The Common Council finds and declares that:
  - (a) Not less than 50% by area of the real property within the District is suitable for mixed-use development as defined by Wisconsin Statutes Section 66.1105(2)(cm).
  - (b) Based upon the finding stated in 3.a. above, the District is declared to be a mixed-use district based on the identification and classification of the property included within the District.
  - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
  - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
  - (e) That for those parcels to be included within the District that were annexed by the City within the three-year period preceding adoption of this Resolution, the City pledges to pay the Town of Union an amount equal to the property taxes the town last levied on the territory for each of the next five years.
  - (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  - (g) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.
  - (g) Lands proposed for newly platted residential development comprise 0% of the real property area within the District.
4. The Project Plan for "Tax Incremental District No. 10, City of Evansville" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2024, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Passed and adopted this 12<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Dianne C. Duggan, Mayor

ATTEST:

\_\_\_\_\_  
Leah Hurtley, City Clerk

Introduced: 12/12/2023

Adoption: 12/12/2023

Publication: 10/18/2023