

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. Agendas, minutes, and packets can be found here: www.ci.evansville.wi.gov/councilmeetings

City of Evansville Common Council
Regular Meeting
City Hall, 31 S Madison St, Evansville WI 53536
Tuesday February 13, 2024, 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 January 9, 2024 regular meeting 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.
 - D. Finance and Labor Relations Committee Report
 - 1) Motion to accept the January 2024 City bills as presented in the amount of \$2,043,843.39.
 - 2) Motion to Approve Resolution #2024-03, Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for 2024 Capital Improvement Projects.
 - 3) Motion to Approve the Agreement with Johnson Block CPAs for 2023 Audit Services.
 - 4) Motion to Approve the Agreement with Ehlers & Associates to update the City's Financial Management Plan.
 - 5) Motion to Approve the Settlement Agreement with Kevin Viken in the amount of \$206.49.
 - 6) Motion to Approve the Agreement with Employee Assistant Group in the amount of \$3,925.00.
 - 7) Motion to Approve Electric Substation Agreement with CHS.
 - 8) Updates and Discussion regarding CHS Project Proposal and Developer Agreement.
 - 9) Motion to Approve the Mutual Release and Settlement Agreement between Settler's Grove and the City of Evansville.

- E. Public Safety Committee Report.
 - F. Municipal Services Report.
 - 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.
 - A. Motion to Approve the Third Amendment to the Development Agreement for Development of 31-Room Hotel.
 10. Communications and Recommendations of the Mayor.
 - A. Mayoral Proclamation #2024-01, Declaring Friday, March 8th, 2024, as Spread Goodness Day
 11. New Business.
 - A. Motion that the Council suspend its current rule and/or past practice of voting on proposed ordinances only after a first and second reading so that proposed ordinance 2024-01, which is identified as agenda item 12A can be voted on after the first reading.
 12. Introduction of New Ordinances.
 - A. Motion to Approve Ordinance 2024-01 Amending Chapter 18, Buildings and Building Regulations.
 13. Upcoming Meeting Reminder:
 - A. Special Common Council Meeting, Thursday, February 22, 2024, at 6:00 p.m.
 - B. Regular Common Council Meeting, Tuesday March 12, 2024, at 6:00 p.m.
 14. Closed Session: Motion that Common Council convenes 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)(c) of the Wis. Stats. to consider performance evaluation data of a public employee over which the governing body has jurisdiction. Upon completion, Common Council will not reconvene in open session.

Dianne C. Duggan, Mayor

City of Evansville Common Council
Regular Meeting
City Hall, 31 S Madison St, Evansville WI 53536
Tuesday, January 9, 2024, 6:00 p.m.

MINUTES

1. **Call to order:** Duggan called the meeting to order at *6:22 p.m.
2. **Roll Call:**

Members	Present/Absent	Others Present
Aldersperson, Abbey Barnes	A	Jason Sergeant, City Administrator
Aldersperson, Jim Brooks	P	Leah Hurtley, City Clerk
Aldersperson, Ben Corridon	P	Mark Kopp, City Attorney (remotely)
Mayor, Dianne Duggan	P	
Aldersperson, Ben Ladick	P	
Aldersperson, Gene Lewis	P	
Aldersperson, Joy Morrison	P	
Aldersperson, Corey Neeley	P	
Aldersperson, Erika Stuart	A	

3. **Motion to approve the agenda, by Brooks, seconded by Neeley. Motion passed 6-0.**
4. **Motion to waive the reading of the minutes of the December 12, 2023 regular meeting and approve as presented, by Brooks, seconded by Corridon. Motion passed 6-0.**
Corridon had a question about residency, and 7C-3: address to “addressed.”
5. **Civility reminder:** Duggan noted the City’s commitment to civility and decorum at Council Meetings.
6. **Citizen appearances:** None.
7. **Reports of Committees:**
 - A. **Library Board Report:** No report.
 - B. **Parks and Recreation Board Report:** Did Not Meet.
 - C. **Plan Commission Report:** Did Not Meet.
 - D. **Finance and Labor Relations Committee Report:**
 - 1) **Motion to accept the December 2023 City bills as presented in the amount of \$2,046,146.38, by Brooks, seconded by Neeley. Motion passed by Roll Call 6-0.**
 - 2) **Motion to approve Resolution 2023-23 to Amend Chapter 106 - Streets, Sidewalks and Other Public Places Fees, by Brooks, seconded by Neeley. Motion passed by Roll Call 6-0.**
Motion to amend to delete the 4th “Whereas” in Resolution 2023-23, and to maintain the \$25 rate for both types of closures, by Brooks, seconded by Corridon. Motion to Amend passed 6-0.
 - 3) **Motion to approve the Agreement with General Engineering for Building Inspection Services, by Brooks, seconded by Neeley. Motion passed by Roll Call 6-0.**
Sergeant – date would be filled in when it comes back to city for signature. The proposed term of the contract would expire December 10, 2024, with a 60-day notice to cancel. The contact person on the contract will be Sergeant.
 - 4) **Motion to approve Resolution 2024-01 to Amend Building Inspection Fees, by Brooks, seconded by Morrison. Motion passed by Roll Call 6-0.**
Sergeant –updated fee schedule will align with the General Engineering contract.

- E. **Public Safety Committee Report:** Lewis – reported a short meeting with a few Operator Licenses approvals. Corridon contributed a follow up with Pete’s Inn, stating issues have ceased.
 - F. **Municipal Services Report:** Brooks –reported no quorum. Brooks contributed Evansville is being recognized by MEUW Live Lines, in WPPI’s Digest. Another interview scheduled with Utility Billing Clerk for the Customer Connections Newsletter. 2024 electric rates will be coming in about 4% higher than 2023 actuals, 8% less than 2023 budget.
 - G. **Economic Development Committee:** Brooks –reported meeting discussion included goals for 2024, including another summit to focus on jobs.
 - H. **Youth Center Advisory Board Report:** Did Not Meet.
 - I. **Historic Preservation Commission:** Did Not Meet.
 - J. **Fire District Report:** Brooks –reported first Full-Time Firefighter job position has been posted. Goal is to complete interviews at the end of January/early February, with employee starting by March 1st.
 - K. **Police Commission Report:** Duggan –reported approval of a new Officer occurred.
 - L. **Energy Independence Team Report:** Brooks –reported meeting to be held February 7th. Edgerton and Evansville are joining for the Energy Conservation Project.
 - M. **Board of Appeals Report:** Did Not Meet.
8. **Unfinished Business:** None
9. **Communications and Recommendations of the Administrator:** Sergeant –reported email was sent out with Edgerton Energy Planning information. Edgerton is pursuing a grant, so there will be no liability costs to Evansville. Code compliance studies for the City Hall stairs and the Youth Center are expected, drafts should be made available next week. New countertop installation occurred in all of City Hall. Weekly meetings are occurring to bring NorthStar online in February. Continued conversations regarding CHS and TIF-10 with a Joint Review Board meeting scheduled for January 10th pending final approval on TIF-10.
10. **Communications and Recommendations of the Mayor:**
- A. *Motion to appoint/reappoint members to the Tourism Commission for a one year term ending January 2025, as follows: Raj Patel, 715 Brown School Rd, Evansville, as the lodging industry representative; Sue Berg, 321 Garfield Ave, Evansville, as the Economic Development Committee member with public relations background; Jim Brooks, 310 S Sixth St, Evansville, as Alderperson serving on the Economic Development Committee; Abbey Barnes, 228 W Main St, Evansville serving as a business owner; Jenny Weidel, 122 W Liberty St, Evansville, as a Creekside member; Ben Corridon, 29 W Liberty St, Evansville serving as a citizen member and Shawn Dunphy, 213 Maple St, Evansville, as Executive Director of the Evansville Chamber of Commerce, by Brooks, seconded by Morrison. Motion passed by Roll Call 6-0.*
- Discussion occurred to include language on Tourism agendas to read “Notice is given that members of the City Council might be in attendance,” as there are three Council members on the commission.
11. **New Business:** None
12. **Introduction of New Ordinances:** None
13. **Upcoming Meeting Reminder:**
- A. Regular Common Council Meeting, Tuesday February 13, 2023, at 6:00 p.m.
14. Duggan adjourned the meeting at 6:44 p.m.

Leah Hurley, City Clerk

**Meeting started late due to lack of quorum.*

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
010-1000130	UTILITY CASH CLEARING	922872	MICHAEL FRISKE	UTILITY REFUND	2024 REFUN	01/25/2024	56.93	51842	.00	0	
010-1000130	UTILITY CASH CLEARING	922872	NATHAN & MARIA LAIL	UTILITY REFUND	2024 REFUN	01/25/2024	110.33	51849	.00	0	
010-1000130	UTILITY CASH CLEARING	922872	GREG & PEG II, LLC	UTILITY REFUND	2024 REFUN	01/25/2024	66.22	51837	.00	0	
010-1000130	UTILITY CASH CLEARING	922872	ST PAUL'S CATHOLIC CHU	UTILITY REFUND	2024 REFUN	01/25/2024	235.36	51855	.00	0	
010-1000130	UTILITY CASH CLEARING	922872	ANDREW PHILLIPS	UTILITY REFUND	2024 REFUN	01/25/2024	55.07	51816	.00	0	
010-1000130	UTILITY CASH CLEARING	922872	DAVID & HILARY CROSSE	UTILITY REFUND	2024 REFUN	01/25/2024	273.17	51829	.00	0	
Total 0101001000130:							797.08		.00		
100-2127000	DEPOSIT-STREET OPENING	9133	FORSTER ELECTRICAL E	E02-23C PROJECT ORANGE	25019	01/04/2024	1,020.00	51696	.00	0	
Total 1002127000:							1,020.00		.00		
100-2127500	REIMBURSABLE DEV COSTS	1885	CONSIGNY LAW FIRM SC	ATTY FEES-AGRIBUSINESS REIMBURSABLE	59188	01/11/2024	2,524.50	51751	.00	0	
100-2127500	REIMBURSABLE DEV COSTS	2151	EHLERS PUBLIC FINANCE	2024 TAX INCREMENTAL FINANCE DISTRICT NO. 10	95974	01/04/2024	12,829.60	51692	.00	0	
100-2127500	REIMBURSABLE DEV COSTS	4990	TOWN & COUNTRY ENGINE	HISTORIC STANDPIPE PLAN REVIEW	26110	01/04/2024	400.00	51729	.00	0	
100-2127500	REIMBURSABLE DEV COSTS	5519	WICKERSHAM CONSTRUC	6" CITY SIDEWALK	2023-12	01/04/2024	2,160.00	51733	.00	0	
100-2127500	REIMBURSABLE DEV COSTS	5519	WICKERSHAM CONSTRUC	HOT WATER CHARGE	2023-12	01/04/2024	58.00	51733	.00	0	
100-2127500	REIMBURSABLE DEV COSTS	5519	WICKERSHAM CONSTRUC	CHEMICALS 2%	2023-12	01/04/2024	123.00	51733	.00	0	
100-2127500	REIMBURSABLE DEV COSTS	5519	WICKERSHAM CONSTRUC	ADVANCED FUEL CHARGE	2023-12	01/04/2024	32.00	51733	.00	0	
100-2127500	REIMBURSABLE DEV COSTS	5519	WICKERSHAM CONSTRUC	CURB CUT	2023-12	01/04/2024	1,800.00	51733	.00	0	
100-2127500	REIMBURSABLE DEV COSTS	5519	WICKERSHAM CONSTRUC	DETECTOR RAMP	2023-12	01/04/2024	900.00	51733	.00	0	
100-2127500	REIMBURSABLE DEV COSTS	922920	BOARDMAN & CLARK LLP	SUBSTATION AGREEMENT	277019	01/04/2024	1,387.50	51676	.00	0	
Total 1002127500:							22,214.60		.00		
100-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 12/15/2023	PR1215231	01/08/2024	13,305.64	20132171	.00	0	
100-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 12/29/2023	PR1229231	01/22/2024	10,164.61	20132177	.00	0	
Total 1002131100:							23,470.25		.00		
100-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 12/15/2023	PR1215231	01/08/2024	6,160.88	20132174	.00	0	
100-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 12/29/2023	PR1229231	01/22/2024	4,702.67	20132181	.00	0	
Total 1002131200:							10,863.55		.00		
100-2132120	DENTAL INSURANCE	1998	DELTA DENTAL OF WISCO	DENTAL INS DED/EXP DENTAL INSURANCE Employer Pay Period:							

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
				12/1/2023	PR1201231	01/04/2024	4,030.12	51690	.00	0	
Total 1002132120:											
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/15/2023	PR1215230	01/22/2024	5,487.98	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/15/2023	PR1215230	01/22/2024	7,346.66	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/15/2023	PR1215230	01/22/2024	7,346.66	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/15/2023	PR1215230	01/22/2024	2,822.89	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 11/3/2023	PR1103230	01/22/2024	67.81	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 11/3/2023	PR1103230	01/22/2024	5,511.60	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 11/3/2023	PR1103230	01/22/2024	5,511.60	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 11/3/2023	PR1103230	01/22/2024	2,326.55	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 11/3/2023	PR1103230	01/22/2024	4,523.08	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 11/3/2023	PR1103230	01/22/2024	67.81	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 11/17/2023	PR1117230	01/22/2024	4,296.03	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 11/17/2023	PR1117230	01/22/2024	5,282.87	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 11/17/2023	PR1117230	01/22/2024	5,541.27	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 11/17/2023	PR1117230	01/22/2024	2,209.76	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS SUPP checks Period: 12/1/2023	PR1201230	01/22/2024	258.40	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 12/1/2023	PR1201230	01/22/2024	67.81	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/1/2023	PR1201230	01/22/2024	6,237.75	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/1/2023	PR1201230	01/22/2024	6,237.75	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/1/2023	PR1201230	01/22/2024	2,893.86	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/1/2023	PR1201230	01/22/2024	5,626.02	20132184	.00	0	
100-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 12/1/2023	PR1201230	01/22/2024	67.81	20132184	.00	0	
Total 1002132130:											
100-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/15/2023	PR1215231	01/08/2024	1,967.99	20132171	.00	0	
100-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 12/15/2023	PR1215231	01/08/2024	9,632.63	20132171	.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
100-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 12/15/2023	PR1215231	01/08/2024	8,414.71	20132171	.00	0	
100-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/15/2023	PR1215231	01/08/2024	1,967.99	20132171	.00	0	
100-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 12/29/2023	PR1229231	01/22/2024	7,501.56	20132177	.00	0	
100-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 12/29/2023	PR1229231	01/22/2024	6,568.07	20132177	.00	0	
100-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/29/2023	PR1229231	01/22/2024	1,536.10	20132177	.00	0	
100-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/29/2023	PR1229231	01/22/2024	1,536.10	20132177	.00	0	
Total 1002133100:							39,125.15		.00		
100-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 12/29/2023	PR1229233	01/11/2024	419.48	51776	.00	0	
100-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 12/29/2023	PR1229233	01/11/2024	844.31	51776	.00	0	
100-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT	PR1229233-	01/11/2024	.22	51776	.00	0	
100-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT-ROUNDING	PR1229233-	01/11/2024	.01	51776	.00	0	
Total 1002134300:							1,263.58		.00		
100-2136100	UNION DUES DEDUCTIONS	5603	WI PROFESSIONAL POLIC	UNION DUES POLICE UNION DUES-POLICE Pay Period: 12/29/2023	PR1229231	01/11/2024	356.00	51787	.00	0	
Total 1002136100:							356.00		.00		
100-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 1/12/2024	PR0112242	01/22/2024	693.43	20132182	.00	0	
100-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 12/15/2023	PR1215232	01/08/2024	693.43	20132175	.00	0	
100-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 12/29/2023	PR1229232	01/08/2024	693.43	20132175	.00	0	
Total 1002137000:							2,080.29		.00		
100-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT	POLICE/VIBA DEFERRED - SBG - AMOUNT Pay Period: 1/12/2024	PR0112240	01/22/2024	450.00	20132178	.00	0	
100-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 1/12/2024	PR0112241	01/22/2024	1,775.04	20132179	.00	0	
100-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 12/15/2023	PR1215231	01/08/2024	1,536.15	20132173	.00	0	
100-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 12/29/2023	PR1229231	01/08/2024	1,653.66	20132173	.00	0	
100-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT	POLICE/VIBA DEFERRED - SBG - AMOUNT Pay Period: 12/15/2023	PR1215230	01/08/2024	400.00	20132172	.00	0	
100-2138000	ICMA RETIREMENT CORP DEF	2855	MISSION SQUARE RETIRE	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period:							

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
100-2138000	ICMA RETIREMENT CORP DEF	2855	MISSION SQUARE RETIRE	12/15/2023 DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 1/12/2024	PR1215231 PR0112241	01/04/2024 01/25/2024	250.00 250.00	51711 51846	.00 .00	0 0	
100-2138000	ICMA RETIREMENT CORP DEF	2855	MISSION SQUARE RETIRE	12/29/2023 DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period:	PR1229231	01/11/2024	250.00	51768	.00	0	
Total 1002138000:							6,564.85		.00		
100-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 12/15/2023	PR1215231	01/08/2024	12.42	20132170	.00	0	
100-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 12/1/2023	PR1201231	01/08/2024	12.42	20132170	.00	0	
Total 1002140000:							24.84		.00		
100-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC Pay Period: 12/15/2023	PR1215231	01/08/2024	28.27	20132170	.00	0	
100-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC MEDICAL Pay Period: 12/1/2023	PR1201231	01/08/2024	28.28	20132170	.00	0	
Total 1002141000:							56.55		.00		
100-45110-520	COURT PENALTIES & COSTS	4700	ST OF WIS CONTROLLER	COURT FINES/ASSES-	2023-12	01/04/2024	1,167.99	51725	.00	0	
100-45110-520	COURT PENALTIES & COSTS	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0627228068	01/25/2024	2.45	51859	.00	0	
100-45110-520	COURT PENALTIES & COSTS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- COURT CLERK	0621172997	01/04/2024	3.85	51730	.00	0	
Total 10045110520:							1,174.29		.00		
100-51010-30	COUNCIL EXPENSES & SUPPL	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	166.94	51697	.00	0	
100-51010-30	COUNCIL EXPENSES & SUPPL	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	15.51	51797	.00	0	
100-51010-30	COUNCIL EXPENSES & SUPPL	9017	US BANK	PIGGLY WIGGLY COW	6887-1201	01/22/2024	37.55	20132180	.00	0	
100-51010-30	COUNCIL EXPENSES & SUPPL	9017	US BANK	PIGGLY WIGGLY COW	6887-1202	01/22/2024	7.31	20132180	.00	0	
100-51010-30	COUNCIL EXPENSES & SUPPL	9017	US BANK	JUST BEYOND THE WILLOW COW	6887-1202-1	01/22/2024	99.95	20132180	.00	0	
100-51010-30	COUNCIL EXPENSES & SUPPL	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	174.60	20132180	.00	0	
100-51010-30	COUNCIL EXPENSES & SUPPL	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	5.45	51718	.00	0	
Total 10051010300:							507.31		.00		
100-51020-30	MAYOR EXPENSES	2239	CREEKSIDE PLACE INC	HOLIDAY PARTY	180357	01/04/2024	561.50	51688	.00	0	
100-51020-30	MAYOR EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	11.14	51697	.00	0	
100-51020-30	MAYOR EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	1.04	51797	.00	0	
100-51020-30	MAYOR EXPENSES	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	29.10	20132180	.00	0	

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100-51020-30	MAYOR EXPENSES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	.02	51718	.00	0	
Total 100510203000:											
100-51030-25	COURT IT MAINT & REPAIR	1630	BYTE STUDIOS INC.	WEBSITE	1709	01/04/2024	750.00	51680	.00	0	
Total 10051030251:											
100-51030-28	MUNI COURT FINES/ASSESS	4200	ROCK CO HEALTH DEPAR	COURT FINES/ASSESS-DEC	2023-12 CO	01/04/2024	200.00	51721	.00	0	
100-51030-28	MUNI COURT FINES/ASSESS	922628	KAETHER, MAX	REDIRECTED RESTITUTION	2023-12	01/04/2024	20.00	51702	.00	0	
100-51030-28	MUNI COURT FINES/ASSESS	922876	DOMINIC MARTINSON	REFUND - OVERPAYMENT	2023 OVERP	01/04/2024	5.10	51691	.00	0	
Total 10051030281:											
100-51030-30	MUNICIPAL COURT EXPENSE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	10.49	51697	.00	0	
100-51030-30	MUNICIPAL COURT EXPENSE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	.97	51797	.00	0	
100-51030-30	MUNICIPAL COURT EXPENSE	9017	US BANK	ZOOM . US	6004-1203	01/22/2024	15.99	20132180	.00	0	
100-51030-30	MUNICIPAL COURT EXPENSE	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	29.10	20132180	.00	0	
100-51030-30	MUNICIPAL COURT EXPENSE	1090	AT&T	MONTHLY AT&T CHARGES	6088822228	01/04/2024	11.02	51672	.00	0	
100-51030-30	MUNICIPAL COURT EXPENSE	1090	AT&T	MONTHLY AT&T CHARGES	6088822280	01/11/2024	11.02	51745	.00	0	
100-51030-30	MUNICIPAL COURT EXPENSE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	6.75	51718	.00	0	
Total 10051030300:											
100-51030-51	MUNI COURT WORKERS COM	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	1.64	51827	.00	0	
Total 10051030512:											
100-51040-21	LEGAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-GENERAL FUND	59189	01/11/2024	884.20	51751	.00	0	
Total 10051040210:											
100-51040-21	LEGAL SERVICES MUNI COUR	1885	CONSIGNY LAW FIRM SC	ATTY FEES-COURT	59185	01/11/2024	484.50	51751	.00	0	
Total 10051040215:											
100-51090-21	ACCOUNTING/AUDITING	3028	KEY BENEFIT CONCEPTS	POST EMPLOYMENT - ALTERNATIVE MEASUREMENT METHOD VALUATION	2261772	01/04/2024	800.00	51705	.00	0	
Total 10051090210:											
100-51100-210	ASSESSOR SERVICES	1220	ASSOCIATED APPRAISAL	INTERNET POSTING OF PARCELS BY ASSESSMENT TECHNOLOGIES	172074	01/11/2024	53.26	51744	.00	0	

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100-51100-210	ASSESSOR SERVICES	1220	ASSOCIATED APPRAISAL	PROFESSIONAL SERVICES-JAN	172074	01/11/2024	1,791.63	51744	.00	0	
Total 10051100210:											
100-51100-310	ASSESSOR SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	32.32	51697	.00	0	
100-51100-310	ASSESSOR SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	3.00	51797	.00	0	
Total 10051100310:											
100-51110-180	RECOGNITION PROGRAM	9017	US BANK	YETTI CUPS	6123-1202	01/22/2024	305.00	20132180	.00	0	
100-51110-180	RECOGNITION PROGRAM	9017	US BANK	YETTI CUPS	6123-1202	01/22/2024	110.00	20132180	.00	0	
Total 10051110180:											
100-51110-251	FINANCE - IT MAINT & REPAIR	1630	BYTE STUDIOS INC.	WEBSITE	1709	01/04/2024	450.00	51680	.00	0	
Total 10051110251:											
100-51110-290	FINANCE PUBLISHING CONTR	9017	US BANK	BP - NEWSPAPER	6887-1219	01/22/2024	1.50	20132180	.00	0	
Total 10051110290:											
100-51110-300	FINANCE ADMIN EXPENSE	5120	WI CITY/COUNTY MANAG	WCMA MEMBERSHIP	2023-1	01/19/2024	166.50	51814	.00	0	
100-51110-300	FINANCE ADMIN EXPENSE	5560	WISCONSIN DEPT OF REV	BUSINESS REGISTRATION RENEWAL-CITY OF EVANSVILLE	600-0000433	01/11/2024	10.00	51788	.00	0	
Total 10051110300:											
100-51110-310	FINANCE OFFICE SUPPLIES &	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	247.60	51697	.00	0	
100-51110-310	FINANCE OFFICE SUPPLIES &	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	23.00	51797	.00	0	
100-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	BOUNCIE	6123-1203	01/22/2024	9.00	20132180	.00	0	
100-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	UBER TRIP HELP	2200-1201	01/22/2024	32.98	20132180	.00	0	
100-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	AMAZON POST-IT POP UP NOTES	2200-1212	01/22/2024	5.35	20132180	.00	0	
100-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	INNOVERA COMPRESSED AIR DUSTER CLEANER	2200-1212-1	01/22/2024	20.31	20132180	.00	0	
100-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	NOTEPADS, STICKY NOTES, SWIFFER DUSTERS, KLEENEX, TOILET PAPER	1653039113	01/25/2024	88.68	51856	.00	0	
100-51110-310	FINANCE OFFICE SUPPLIES &	9310	UNITED MAILING SERVICE	MAIL PROCESSING FEES-TAX BILLS	211934	01/19/2024	1,844.80	51812	.00	0	
100-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	57.52	51718	.00	0	
100-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	49.13	51718	.00	0	
Total 10051110310:											
											2,378.37

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100-51110-330	FINANCE PROFESSIONAL DE	2151	EHLERS PUBLIC FINANCE	EHLERS PUBLIC FINANCE SEMINAR	66N4NBXW7	01/19/2024	200.00	51795	.00	0	
100-51110-330	FINANCE PROFESSIONAL DE	4151	JULIE ROBERTS	GFOA TRAINING WASHINGTON DC	2024-01	01/19/2024	223.90	51801	.00	0	
Total 10051110330:											
100-51110-361	FINANCE COMMUNICATIONS	1240	THRYV	ADVERTISING/WHITE PAGES	800370190-1	01/04/2024	29.40	51727	.00	0	
100-51110-361	FINANCE COMMUNICATIONS	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	130.95	20132180	.00	0	
100-51110-361	FINANCE COMMUNICATIONS	9017	US BANK	ROUNDING ISSUES	6123-1201	01/22/2024	.24	20132180	.00	0	
100-51110-361	FINANCE COMMUNICATIONS	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	1708305010	01/11/2024	103.49	51781	.00	0	
100-51110-361	FINANCE COMMUNICATIONS	1730	CHARTER COMMUNICATI	MONTHLY CHARTER BUSINESS SERVICE	17083050112	01/04/2024	229.98	51683	.00	0	
100-51110-361	FINANCE COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35559660	01/04/2024	256.80	51698	.00	0	
Total 10051110361:											
100-51110-370	FINANCE ELECTION EXPENS	2835	LEAH HURTLEY	MILEAGE MAIL RUN/COUNTY CLERKS OFFICE	2023-12	01/04/2024	156.56	51706	.00	0	
100-51110-370	FINANCE ELECTION EXPENS	922940	INCLUSION SOLUTIONS L	POLLPAD, TOTEM DISPLAY, FLIP TOTEM, FORTRESS, ROLLING, BALLOT TRANSFR BAG	150020	01/25/2024	1,926.50	51838	.00	0	
Total 10051110370:											
100-51110-512	FINANCE WORK COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IND000015359	01/25/2024	8.75	51827	.00	0	
Total 10051110512:											
100-51120-355	MUNICIPAL BUILDINGS	1060	EVANSVILLE HARDWARE	SANDSPONG COUR ACE	125691	01/04/2024	7.99	51695	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140299846	01/04/2024	71.55	51671	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140307097	01/11/2024	71.55	51742	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140314748	01/25/2024	71.55	51817	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	734.68	20132176	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	5600	WE ENERGIES	MONTHLY GAS SERVICE	00002-1223	01/04/2024	506.64	51732	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	3640	NELSON YOUNG LUMBER	FIRECODE DRYWALL	162587-1	01/11/2024	21.60	51770	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	3640	NELSON YOUNG LUMBER	SPF_DRYWALL SCREWS, JOINT COMPOUND, JOINT PAPER TAPE	162588-1	01/11/2024	32.93	51770	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL	649566	01/04/2024	53.00	51717	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL	654196	01/04/2024	53.00	51717	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	1090	AT&T	MONTHLY AT&T CHARGES	6088822228	01/04/2024	11.02	51672	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	1090	AT&T	MONTHLY AT&T CHARGES	6088822280	01/11/2024	11.02	51745	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	9413	S E CLEANERS	CARPET CLEANING/TILE & GROUT	1070605-1	01/04/2024	5,474.00	51723	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	921619	GOLZ ELECTRIC	KITCHEN IN OFFICE	3712	01/11/2024	700.00	51763	.00	0	

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100-51120-355	MUNICIPAL BUILDINGS	1940	CULLIGAN / COMPLETE W	COOLER RENTAL	1011824	01/04/2024	8.00	51689	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	922927	HILLCRAFT OF WISCONS	MV TOPS AND CABS	14343	01/04/2024	775.00	51700	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	922935	AUTOMATIC ENTRANCES	ONSITE LABOR	2032296	01/04/2024	120.00	51673	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	922935	AUTOMATIC ENTRANCES	DECAL - PUSH TO OPERATE/PULL	2032296	01/04/2024	14.00	51673	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	922935	AUTOMATIC ENTRANCES	10RD900 RECEIVER	2032296	01/04/2024	63.54	51673	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	922935	AUTOMATIC ENTRANCES	10TD900PB - TRANSMITTER	2032296	01/04/2024	115.52	51673	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	922935	AUTOMATIC ENTRANCES	CAUTION AUTOMATIC DOOR	2032296	01/04/2024	15.00	51673	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	922935	AUTOMATIC ENTRANCES	5% SURCHARGE	2032296	01/04/2024	22.40	51673	.00	0	
100-51120-355	MUNICIPAL BUILDINGS	922935	AUTOMATIC ENTRANCES	TRAVEL CHARGE	2032296	01/04/2024	120.00	51673	.00	0	
Total 10051120355:											
100-51140-251	SOFTWARE MAINT AGREEME	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC24430	01/04/2024	3,086.82	51685	.00	0	
Total 10051140251:											
100-51140-285	DOG & CAT EXPENSE	4259	HUMANE SOCIETY OF SO	ANIMAL R&B / PICK UP CHARGE	205	01/11/2024	308.33	51764	.00	0	
Total 10051140285:											
100-52200-18	RECOGNITION PROGRAM PO	9017	US BANK	AMAZON SHADOW BOX BLACK, MILITARY PATCH, MARINE COPRS LOGO	9978-1211	01/22/2024	66.15	20132180	.00	0	
Total 10052200180:											
100-52200-21	PROFESSIONAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-POLICE	59189	01/11/2024	66.00	51751	.00	0	
100-52200-21	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1130	01/22/2024	7.00	20132180	.00	0	
100-52200-21	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1201	01/22/2024	7.00	20132180	.00	0	
100-52200-21	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1211-1	01/22/2024	7.00	20132180	.00	0	
100-52200-21	PROFESSIONAL SERVICES	9017	US BANK	DOJ EPAY RECORDS CHECK	9978-1222	01/22/2024	14.00	20132180	.00	0	
100-52200-21	PROFESSIONAL SERVICES	5603	WI PROFESSIONAL POLIC	SORD RETAINER ANNUAL	5092	01/11/2024	282.00	51787	.00	0	
100-52200-21	PROFESSIONAL SERVICES	922423	THE PSYCHOLOGY CENT	BASIC-PRE EMPLOYMENT	287016	01/11/2024	475.00	51779	.00	0	
100-52200-21	PROFESSIONAL SERVICES	922873	APG OF SOUTHERN WISC	PUBLIC NOTICE PLANNING COMMISSION	319311	01/11/2024	28.20	51741	.00	0	
Total 10052200210:											
100-52200-25	POLICE - IT MAINT & REPAIR	3532	MOTOROLA SOLUTIONS I	EVIDENCE LIBRARY FOR PD	8230438703	01/19/2024	3,510.00	51803	.00	0	
Total 10052200251:											
100-52200-25	POLICE- IT EQUIP	1630	BYTE STUDIOS INC.	WEBSITE	1709	01/04/2024	1,500.00	51680	.00	0	

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Total 10052200252:											
100-52200-26	ACCREDITATION	9017	US BANK	WISCONSIN LAW ENFORCEMENT ACCREDITATION GROUP	7376-1205	01/22/2024	668.85	20132180	.00	0	
100-52200-26	ACCREDITATION	9179	CUSTOM SERVICE INFOR	CONTRACT SERVICES	2024-01	01/11/2024	560.00	51755	.00	0	
100-52200-26	ACCREDITATION	1970	DEER CREEK TECHNOLO	DOCUMENT MANAGEMENT SOFTWARE 13 USERS FOR 2023	2024-1012	01/11/2024	250.00	51757	.00	0	
Total 10052200260:											
100-52200-29	POLICE 911 SERVICE	922938	ROCK COUNTY I.T. DEPT	P1 LIC RENEWALS - EVANSVILLE PD	AR053598	01/11/2024	1,300.00	51774	.00	0	
Total 10052200290:											
100-52200-31	POLICE OFFICE SUPPLIES	1776	CINTAS	RESTOCK MEDICINE CABINET	8406570501	01/04/2024	69.53	51684	.00	0	
100-52200-31	POLICE OFFICE SUPPLIES	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	228.63	51697	.00	0	
100-52200-31	POLICE OFFICE SUPPLIES	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	21.24	51797	.00	0	
100-52200-31	POLICE OFFICE SUPPLIES	9017	US BANK	USPS	9978-1127	01/22/2024	7.21	20132180	.00	0	
100-52200-31	POLICE OFFICE SUPPLIES	9017	US BANK	FULL IDENTITY	9978-1212	01/22/2024	42.00	20132180	.00	0	
100-52200-31	POLICE OFFICE SUPPLIES	9380	THE UPS STORE	EPD-SHIPING OF BUSINESS CARDS	11198	01/04/2024	109.21	51726	.00	0	
100-52200-31	POLICE OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	22.37	51718	.00	0	
Total 10052200310:											
100-52200-35	POLICE EQUIP MAINTENANCE	9017	US BANK	FAMILY DOLLAR OFFICE SUPPLIES	9978-1127-1	01/22/2024	3.50	20132180	.00	0	
100-52200-35	POLICE EQUIP MAINTENANCE	4350	RT'S AUTOMOTIVE PERFO	OIL CHANGE & FILTER	2023-12	01/04/2024	71.96	51722	.00	0	
100-52200-35	POLICE EQUIP MAINTENANCE	4350	RT'S AUTOMOTIVE PERFO	OIL CHANGE & FILTER	2023-12-28	01/04/2024	65.30	51722	.00	0	
100-52200-35	POLICE EQUIP MAINTENANCE	4350	RT'S AUTOMOTIVE PERFO	OIL CHANGE & FILTER, BRAKE PADS, ROTORS, CALIPARS	2023-12-05	01/04/2024	875.99	51722	.00	0	
100-52200-35	POLICE EQUIP MAINTENANCE	3751	PAPA DUKES-WHO'S CRAZ	PD-VEHICLE WASHES	2023-12	01/04/2024	21.60	51715	.00	0	
Total 10052200350:											
100-52200-35	POLICE BLDG MAINT	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140299844	01/04/2024	36.73	51671	.00	0	
100-52200-35	POLICE BLDG MAINT	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140307070	01/11/2024	36.73	51742	.00	0	
100-52200-35	POLICE BLDG MAINT	9413	S E CLEANERS	CARPET & TILE CLEANING	1070605-1	01/04/2024	200.00	51723	.00	0	
100-52200-35	POLICE BLDG MAINT	921619	GOLZ ELECTRIC	LIGHTS ON BULIDING	3711	01/11/2024	2,600.00	51763	.00	0	
100-52200-35	POLICE BLDG MAINT	921619	GOLZ ELECTRIC	KITCHEN IN OFFICE	3712	01/11/2024	700.00	51763	.00	0	
100-52200-35	POLICE BLDG MAINT	922939	F. O'NEILL PLUMING	REPLACE HOSE BIBS W/ NEW FAUCET & NEW VALVE W/ VACUUM BREAKER DEVICES	2024-01	01/19/2024	335.00	51796	.00	0	

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Total 10052200355:											
100-52200-36	POLICE BLDG UTILITIES EXPE	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	440.31	20132176	.00	0	0
100-52200-36	POLICE BLDG UTILITIES EXPE	5600	WE ENERGIES	MONTHLY GAS SERVICE	00005-1223	01/04/2024	399.99	51732	.00	0	0
Total 10052200360:											
100-52200-36	POLICE COMMUNICATIONS	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	276.45	20132180	.00	0	0
100-52200-36	POLICE COMMUNICATIONS	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	1708305010	01/11/2024	103.49	51781	.00	0	0
100-52200-36	POLICE COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0620770062	01/04/2024	443.90	51730	.00	0	0
100-52200-36	POLICE COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35559660	01/04/2024	300.78	51698	.00	0	0
Total 10052200361:											
100-52200-51	POLICE WORKERS COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	605.85	51827	.00	0	0
Total 10052200512:											
100-52210-21	FIRE DISTRICT CONTRIBUTIO	2280	EVANSVILLE COMMUNITY	CITY OF EVANSVILLE BUDGET SHARE; 35% SHARE OF \$290,585.04	EVL-24A	01/11/2024	101,704.77	51760	.00	0	0
Total 10052210210:											
100-52230-51	PT - POLICE WORK COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	54.36	51827	.00	0	0
Total 10052230512:											
100-52240-30	BLDG INSP - MISC EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	1.08	51697	.00	0	0
100-52240-30	BLDG INSP - MISC EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	.10	51797	.00	0	0
100-52240-30	BLDG INSP - MISC EXP	9017	US BANK	CLEAR HANGING FOLDER TABS AND INSERTS	0999-1221	01/22/2024	22.13	20132180	.00	0	0
100-52240-30	BLDG INSP - MISC EXP	9136	EVANSVILLE FORD LLC	FLOOR MATS	5008324	01/11/2024	195.00	51761	.00	0	0
100-52240-30	BLDG INSP - MISC EXP	2763	QUADRIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	5.23	51718	.00	0	0
Total 10052240300:											
100-52240-36	BLDG INSP - COMMUNICATIO	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	14.55	20132180	.00	0	0
Total 10052240361:											
100-52240-51	BLDG INSP WORK COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT			14.55		.00		

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	
				ADJUSTMENT	IN000015359	01/25/2024	59.74	51827	.00	0		
Total 10052240512:							59.74		.00			
100-53300-13	PW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE	86434	01/11/2024	180.00	51780	.00	0		
100-53300-13	PW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE	86436	01/11/2024	211.50	51780	.00	0		
100-53300-13	PW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE	86437	01/11/2024	211.50	51780	.00	0		
100-53300-13	PW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE	86440	01/11/2024	151.20	51780	.00	0		
100-53300-13	PW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE	86441	01/11/2024	144.00	51780	.00	0		
100-53300-13	PW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE	86442	01/11/2024	162.00	51780	.00	0		
100-53300-13	PW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE	864535	01/11/2024	117.00	51780	.00	0		
Total 10053300130:							1,177.20		.00			
100-53300-21	PROFESSIONAL SERVICES	4990	TOWN & COUNTRY ENGIN	TDS FIBER BUILDOUT SUPPORT	26109	01/04/2024	120.00	51729	.00	0		
Total 10053300210:							120.00		.00			
100-53300-31	PW OFFICE SUPPLIES & EXP	1060	EVANSVILLE HARDWARE	WOOD CHIP, TALL KITCHN BGS, 18 FLUORESCENT	125392	01/04/2024	1.97	51695	.00	0		
100-53300-31	PW OFFICE SUPPLIES & EXP	1060	EVANSVILLE HARDWARE	FACIAL TISSUE, CLORX CLEANUP, DAWN ULTRA, TB CLNR	125719	01/04/2024	32.35	51695	.00	0		
100-53300-31	PW OFFICE SUPPLIES & EXP	1776	CINTAS CORPORATION	RESTOCK MEDICINE CABINET	8406570500	01/25/2024	20.95	51826	.00	0		
100-53300-31	PW OFFICE SUPPLIES & EXP	1776	CINTAS	RESTOCK MEDICINE CABINET	8406616473	01/25/2024	42.38	51825	.00	0		
100-53300-31	PW OFFICE SUPPLIES & EXP	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	3.52	51697	.00	0		
100-53300-31	PW OFFICE SUPPLIES & EXP	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	.33	51797	.00	0		
100-53300-31	PW OFFICE SUPPLIES & EXP	9017	US BANK	KAIN'S FUR SHED	3774-1218	01/22/2024	50.45	20132180	.00	0		
100-53300-31	PW OFFICE SUPPLIES & EXP	9017	US BANK	AMAZON EPSON INK HIGH CAPACITY	3774-1223	01/22/2024	88.47	20132180	.00	0		
100-53300-31	PW OFFICE SUPPLIES & EXP	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	1.01	51718	.00	0		
Total 10053300310:							241.43		.00			
100-53300-33	PW PROFESSIONAL DEVL	9017	US BANK	WISCONSIN WASTEWATER OPER CONFERENCE	3774-1218-1	01/22/2024	89.00	20132180	.00	0		
100-53300-33	PW PROFESSIONAL DEVL	3560	MUNICIPAL ELECTRIC UTI	MEMBERSHIP DUES	010124-25	01/11/2024	2,319.00	51769	.00	0		
Total 10053300330:							2,408.00		.00			
100-53300-34	PW VEHICLE FUEL	1531	BOBCAT OF JAMESVILLE	55 GAL DEF FLUID	426871	01/19/2024	265.00	51790	.00	0		
100-53300-34	PW VEHICLE FUEL	9017	US BANK	EXXON MOBIL	3774-1208	01/22/2024	46.00	20132180	.00	0		
100-53300-34	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-12	01/25/2024	155.71	51828	.00	0		
100-53300-34	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-12	01/25/2024	105.01	51828	.00	0		
100-53300-34	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-12	01/25/2024	156.14	51828	.00	0		
100-53300-34	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-12	01/25/2024	108.02	51828	.00	0		

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100-53300-34	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-12	01/25/2024	63.23	51828	.00	0	
100-53300-34	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-12	01/25/2024	173.03	51828	.00	0	
100-53300-34	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-12	01/25/2024	164.96	51828	.00	0	
100-53300-34	PW VEHICLE FUEL	922831	CONSUMERS COOP OIL C	DPW - FUEL	154771-12	01/25/2024	62.34	51828	.00	0	
Total 100533003043:							1,299.44		.00		
100-53300-35	PW BLDG MAINT & SUPPLIES	3988	R.A. HTG & AIR CONDITIO	STERLING MOTOR 59" LEAD	SF16057	01/04/2024	597.36	51719	.00	0	
Total 100533003035:							597.36		.00		
100-53300-36	PW BLDG UTILITIES EXP-HEAT	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	642.56	20132176	.00	0	
100-53300-36	PW BLDG UTILITIES EXP-HEAT	5600	WE ENERGIES	MONTHLY GAS SERVICE	00001-1223	01/04/2024	1,100.75	51732	.00	0	
Total 100533003036:							1,743.31		.00		
100-53300-36	PW COMMUNICATIONS	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	43.65	20132180	.00	0	
100-53300-36	PW COMMUNICATIONS	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	17083030112	01/11/2024	116.97	51781	.00	0	
100-53300-36	PW COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0627047659	01/25/2024	86.99	51859	.00	0	
100-53300-36	PW COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35559660	01/04/2024	52.15	51698	.00	0	
Total 100533003036:							299.76		.00		
100-53300-39	PW MISC EXPENSE	3305	MERCY HEALTH SYSTEM	HEPATITIS B IMMUNIZATION	00024468-00	01/04/2024	127.00	51708	.00	0	
100-53300-39	PW MISC EXPENSE	3305	MERCY HEALTH SYSTEM	HEPATITIS B IMMUNIZATION	00024468-00	01/04/2024	68.00	51708	.00	0	
100-53300-39	PW MISC EXPENSE	3305	MERCY HEALTH SYSTEM	HEPATITIS B IMMUNIZATION	00024468-00	01/04/2024	59.00	51708	.00	0	
100-53300-39	PW MISC EXPENSE	3305	MERCY HEALTH SYSTEM	HEPATITIS B IMMUNIZATION	00024468-00	01/04/2024	59.00	51708	.00	0	
100-53300-39	PW MISC EXPENSE	3305	MERCY HEALTH SYSTEM	HEPATITIS B IMMUNIZATION	00024468-00	01/04/2024	59.00	51708	.00	0	
100-53300-39	PW MISC EXPENSE	3305	MERCY HEALTH SYSTEM	HEPATITIS B IMMUNIZATION	00024832-00	01/25/2024	68.00	51841	.00	0	
100-53300-39	PW MISC EXPENSE	3305	MERCY HEALTH SYSTEM	HEPATITIS B IMMUNIZATION	00024832-00	01/25/2024	68.00	51841	.00	0	
Total 100533003039:							508.00		.00		
100-53300-51	PW WORKERS COMP INSURA	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	202.24	51827	.00	0	
Total 10053300512:							202.24		.00		
100-53310-29	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	FUEL SURCHARGE	0004521902	01/11/2024	881.20	51765	.00	0	
100-53310-29	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY TRASH SERVICE/WEEKLY	0004521902	01/11/2024	6,850.30	51765	.00	0	
100-53310-29	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY TRASH SERVICE/WEEKLY	0004521902	01/11/2024	6,588.00	51765	.00	0	
100-53310-29	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY RECYCLE SERVICE/BI-WEEKLY	0004521902	01/11/2024	3,396.80	51765	.00	0	

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100-53310-29	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY RECYCLE SERVICE/B-I-WEEKLY	0004521902	01/11/2024	3,168.00	51765	.00	0	
100-53310-29	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY RECYCLE SERVICE/B-I-WEEKLY	0004521902	01/11/2024	3,128.40	51765	.00	0	
Total 10053310290:											
100-53310-51	RECYCLING WORK COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	77.50	51827	.00	0	
Total 10053310512:											
100-53420-30	PW FLEET MAINTENANCE	1531	BOBCAT OF JANESVILLE	BOBCAT LABOR, OT 14" HD ZIP TIE, GROMMET, HARNES BEACON STROBE	02-270606	01/11/2024	1,382.32	51746	.00	0	
100-53420-30	PW FLEET MAINTENANCE	1602	BURKE TRUCK & EQUIPM	PIN TAILGATE, CURB SHOE, BLADE, SHEILDLED CARBIDE	32542	01/25/2024	3,726.46	51820	.00	0	
100-53420-30	PW FLEET MAINTENANCE	3456	MID-STATE EQUIPMENT	CAB/HEAT/AIR ISO	G73581	01/11/2024	3,217.48	51767	.00	0	
100-53420-30	PW FLEET MAINTENANCE	3456	MID-STATE EQUIPMENT	CUTTING EDGE KT	I46062	01/25/2024	283.74	51844	.00	0	
100-53420-30	PW FLEET MAINTENANCE	2675	GRAINGER	VEHICLE WASH 5 GAL BUCKET	9965236673	01/19/2024	133.64	51798	.00	0	
100-53420-30	PW FLEET MAINTENANCE	3600	NAPA OF OREGON	OIL FILTER	387362	01/04/2024	31.46	51712	.00	0	
100-53420-30	PW FLEET MAINTENANCE	3600	NAPA OF OREGON	BOOS PAC, WTY BAT, CORE DEPOSIT	388089	01/25/2024	386.99	51848	.00	0	
100-53420-30	PW FLEET MAINTENANCE	3600	NAPA OF OREGON	Z HOSE END FITTING, SLEEVE	388650	01/25/2024	124.75	51848	.00	0	
100-53420-30	PW FLEET MAINTENANCE	3600	NAPA OF OREGON	CRIMSON 2 GRS CART	388936	01/25/2024	149.80	51848	.00	0	
100-53420-30	PW FLEET MAINTENANCE	5176	VARESI'S AUTO & TRUCK	REPLACE LR BRAKE CHAMER ADJUST REAR BRAKES	2684	01/19/2024	300.26	51813	.00	0	
Total 10053420300:											
100-53470-30	PW STREET LIGHTING EXP	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	5,910.04	20132176	.00	0	
Total 10053470300:											
100-54620-21	SENIOR CITIZENS PROGRAM	2239	CREEKSIDE PLACE INC	MONTHLY SR PROGRAMMING	40310	01/11/2024	375.00	51754	.00	0	
Total 10054620210:											
100-54620-21	SENIOR TRANS & SERVICES	2239	CREEKSIDE PLACE INC	SR SERVICE COOR COMPENSATION	40310	01/11/2024	1,925.84	51754	.00	0	
Total 10054620212:											
100-55720-30	PARK MAINT EXPENSES	1060	EVANSVILLE HARDWARE	FASTENERS	125378	01/04/2024	41.47	51695	.00	0	
100-55720-30	PARK MAINT EXPENSES	1060	EVANSVILLE HARDWARE	RYL EXT SAT	125471	01/04/2024	40.99	51695	.00	0	
100-55720-30	PARK MAINT EXPENSES	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	3.92	51697	.00	0	
100-55720-30	PARK MAINT EXPENSES	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	.36	51797	.00	0	

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100-55720-30	PARK MAINT EXPENSES	3600	NAPA OF OREGON	PX BLUE THREADLOCKER	386135	01/04/2024	9.29	51712	.00	0	
100-55720-30	PARK MAINT EXPENSES	3449	MID-AMERICAN RESEARC	OH YEAH TAGS SPICED APPLE	0808804-IN	01/25/2024	59.00	51843	.00	0	
100-55720-30	PARK MAINT EXPENSES	3449	MID-AMERICAN RESEARC	WAVE 3D URINAL SCRNS-SPI/APPLE	0808804-IN	01/25/2024	143.15	51843	.00	0	
100-55720-30	PARK MAINT EXPENSES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	1.04	51718	.00	0	
100-55720-30	PARK MAINT EXPENSES	1295	LRS-BADGERLAND DISPO	PARK PORTA JOHNS-WEEKLY	0004538569	01/25/2024	141.00	51840	.00	0	
Total 100557203000:							440.22		.00		
100-55720-34	PARKS FUEL	1681	CASEYS BUSINESS MAST	PARK FUEL W/ DISCOUNT	QN366-1223	01/04/2024	58.38	51681	.00	0	
Total 10055720343:							58.38		.00		
100-55720-36	PARK UTILITIES EXPENSE	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	1,231.70	20132176	.00	0	
Total 10055720360:							1,231.70		.00		
100-55720-36	PARKS COMMUNICATION EXP	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0627047659	01/25/2024	45.99	51859	.00	0	
Total 10055720361:							45.99		.00		
100-55720-51	PARK WORKERS COMP INSU	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	81.13	51827	.00	0	
Total 10055720512:							81.13		.00		
100-55730-30	SWIMMING POOL EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	3.17	51697	.00	0	
100-55730-30	SWIMMING POOL EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	.29	51797	.00	0	
100-55730-30	SWIMMING POOL EXPENSES	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	34.51	20132176	.00	0	
100-55730-30	SWIMMING POOL EXPENSES	9017	US BANK	GOOGLE GSUJTE	6123-1201	01/22/2024	29.10	20132180	.00	0	
100-55730-30	SWIMMING POOL EXPENSES	1090	AT&T	MONTHLY AT&T CHARGES	6088822228	01/04/2024	11.02	51672	.00	0	
100-55730-30	SWIMMING POOL EXPENSES	1090	AT&T	MONTHLY AT&T CHARGES	6088822280	01/11/2024	11.02	51745	.00	0	
100-55730-30	SWIMMING POOL EXPENSES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	2.02	51718	.00	0	
Total 100557303000:							91.13		.00		
100-55730-51	POOL WORKERS COMP INSU	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	59.44	51827	.00	0	
Total 10055730512:							59.44		.00		
100-55740-30	PARK STORE EXPENSES	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	116.67	20132176	.00	0	

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Total 10055740300:											
100-55740-51	PARK STORE WORK COMP IN	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	6.38	51827	.00	0	0
Total 10055740512:											
100-55750-21	YOUTH CENTER PROF SERVI	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	.47	51697	.00	0	0
100-55750-21	YOUTH CENTER PROF SERVI	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	.04	51797	.00	0	0
Total 10055750210:											
100-55750-30	YOUTH CENTER OPER EXPE	9017	US BANK	DOLLAR GENERAL	4877-1213	01/22/2024	34.95	20132180	.00	0	0
100-55750-30	YOUTH CENTER OPER EXPE	9017	US BANK	DOLLAR GENERAL	4877-1220	01/22/2024	21.40	20132180	.00	0	0
100-55750-30	YOUTH CENTER OPER EXPE	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	14.55	20132180	.00	0	0
100-55750-30	YOUTH CENTER OPER EXPE	1730	CHARTER COMMUNICATI	MONTHLY CHARTER BUSINESS SERVICE	00842711219	01/11/2024	152.11	51748	.00	0	0
100-55750-30	YOUTH CENTER OPER EXPE	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL	649567	01/11/2024	38.00	51772	.00	0	0
100-55750-30	YOUTH CENTER OPER EXPE	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL	654197	01/11/2024	38.00	51772	.00	0	0
100-55750-30	YOUTH CENTER OPER EXPE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	.04	51718	.00	0	0
100-55750-30	YOUTH CENTER OPER EXPE	922936	DEB ARNOLD	FOOD FOR YOUTH CENTER	2023-12	01/11/2024	59.53	51756	.00	0	0
Total 10055750300:											
100-55750-35	YOUTH CNTR REPAIRS& MAIN	1885	CONSIGNY LAW FIRM SC	ATTY FEES-465 WEST MAIN ST	59187	01/11/2024	1,828.50	51751	.00	0	0
100-55750-35	YOUTH CNTR REPAIRS& MAIN	1885	CONSIGNY LAW FIRM SC	ATTY FEES-YOUTH CENTER BLDG	59189	01/11/2024	82.50	51751	.00	0	0
100-55750-35	YOUTH CNTR REPAIRS& MAIN	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	310.27	20132176	.00	0	0
Total 10055750355:											
100-55750-51	YOUTH CENTER WORK COMP	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	1.17	51827	.00	0	0
Total 10055750512:											
100-55760-30	BASEBALL/RECREATON EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	13.69	51697	.00	0	0
100-55760-30	BASEBALL/RECREATON EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	1.27	51797	.00	0	0
100-55760-30	BASEBALL/RECREATON EXPE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	1.42	51718	.00	0	0
Total 10055760300:											
100-56820-21	PROFESSIONAL SERVICES	2151	EHLERS PUBLIC FINANCE	2024 TAX INCREMENTAL FINANCE DISTRICT NO. 10	95974	01/04/2024	1,670.40	51692	.00	0	0

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Total 10056820210:											
100-56820-30	ECONOMIC DEVELOPMENT E	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	4.68	51697	.00	0	0
100-56820-30	ECONOMIC DEVELOPMENT E	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	.43	51797	.00	0	0
100-56820-30	ECONOMIC DEVELOPMENT E	9017	US BANK	EIG*CONSTANTCONTACT.COM	0999-1130	01/22/2024	35.00	20132180	.00	0	0
100-56820-30	ECONOMIC DEVELOPMENT E	2763	QUADRIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	.52	51718	.00	0	0
Total 10056820300:											
100-56820-30	MEMBERSHIP DUES	2163	EVANSVILLE CHAMBER O	CHAMBER MEMBERSHIP	2023-12-1	01/11/2024	295.19	51759	.00	0	0
Total 10056820305:											
100-56840-21	PROFESSIONAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-SETTLER'S GROVE	59186	01/11/2024	214.50	51751	.00	0	0
100-56840-21	PROFESSIONAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-COMMUNITY PLANNING	59189	01/11/2024	148.50	51751	.00	0	0
100-56840-21	PROFESSIONAL SERVICES	2763	QUADRIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	.05	51718	.00	0	0
Total 10056840210:											
100-56840-30	COMMUNITY DEVELOP EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	92.33	51697	.00	0	0
100-56840-30	COMMUNITY DEVELOP EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	8.58	51797	.00	0	0
100-56840-30	COMMUNITY DEVELOP EXPE	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	29.10	20132180	.00	0	0
100-56840-30	COMMUNITY DEVELOP EXPE	9017	US BANK	ALLPAID ROCK COUNTY REGIS	0999-1212	01/22/2024	61.77	20132180	.00	0	0
100-56840-30	COMMUNITY DEVELOP EXPE	9017	US BANK	TRAPPERS BAR AND GRILL	0999-1219	01/22/2024	16.02	20132180	.00	0	0
100-56840-30	COMMUNITY DEVELOP EXPE	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35559660	01/04/2024	10.45	51698	.00	0	0
100-56840-30	COMMUNITY DEVELOP EXPE	2763	QUADRIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	7.16	51718	.00	0	0
Total 10056840300:											
100-56840-33	COMMUNITY DEVL PROFESSI	4000	JASON SERGEANT	STATE CAPITAL TRAVEL	2023-01	01/19/2024	61.32	51799	.00	0	0
Total 10056840300:											
100-56840-51	COMMUNITY DEVLV WORK C	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	3.92	51827	.00	0	0
Total 10056840512:											
100-56880-30	HISTORIC PRESERVATION EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	39.53	51697	.00	0	0
100-56880-30	HISTORIC PRESERVATION EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	3.67	51797	.00	0	0
100-56880-30	HISTORIC PRESERVATION EX	2763	QUADRIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	6.13	51718	.00	0	0

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Total 10056880300:											
110-56820-300	TOURISM EXPENSE	9017	US BANK	USPS	6887-1129	01/22/2024	11.45	20132180	.00	0	
Total 11056820300:											
110-56820-410	ECONOMIC DEVELOPMENT M	2163	EVANSVILLE CHAMBER O	RADIO ADDS FOR OLD FASHIONED CHRISTMAS	2134	01/11/2024	522.00	51759	.00	0	
110-56820-410	ECONOMIC DEVELOPMENT M	922867	ASHLEY KIX	2 REELS, MULTIPLE IG SOTRIES, & VIDEO RIGHTS	23-101	01/11/2024	600.00	51743	.00	0	
Total 11056820410:											
120-56700-82	HOUSING CAPITAL IMPROVE	5760	MSA PROFESSIONAL SER	PROJECT-HO-#3 INITIAL REVIEW	HO#3	01/25/2024	30.00	51847	.00	0	
Total 12056700821:											
200-43521-52	EMS ARPA ALLOTMENT	922941	DEPARTMENT OF HEALTH	FUNDING ASSISTANCE PROGRAM - ARPA FUNDS	2024-01	01/25/2024	727.24	51830	.00	0	
Total 20043521521:											
200-52220-13	EMS LENGTH OF SERV AWAR	2633	GLATFELTER SPECIALTY	ADMINISTRATIVE FEES	2024-01	01/25/2024	1,060.00	51835	.00	0	
200-52220-13	EMS LENGTH OF SERV AWAR	2633	GLATFELTER SPECIALTY	INVESTMENT DEPOSIT	2024-01	01/25/2024	5,939.96	51835	.00	0	
Total 20052220135:											
200-52220-21	EMS PROFESSIONAL SERVIC	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL	654198	01/04/2024	32.00	51717	.00	0	
200-52220-21	EMS PROFESSIONAL SERVIC	922938	ROCK COUNTY I.T. DEPT	P1 LIC RENEWALS - EVANSVILLE EMS	AR221472	01/11/2024	520.00	51774	.00	0	
Total 20052220210:											
200-52220-25	EMS - IT MAINT & REPAIR	1630	BYTE STUDIOS INC.	WEBSITE - EMS	1709	01/04/2024	750.00	51680	.00	0	
Total 20052220251:											
200-52220-31	EMS OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	.85	51697	.00	0	
200-52220-31	EMS OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	.08	51797	.00	0	
200-52220-31	EMS OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	5.73	51718	.00	0	
Total 20052220310:											
200-52220-33	EMS PROFESSIONAL DEVL	9017	US BANK	SOUTH CENTRAL REGIONAL			6.66		.00		

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200-52220-33	EMS PROFESSIONAL DEVL	3076	CAROLYN KLEISCH	TRAUMA ADVISORY COUNCIL	6903-1128	01/22/2024	40.00	20132180	.00	0	
200-52220-33	EMS PROFESSIONAL DEVL	3305	MERCY REG'L EMS TRAINI	BOOK FOR A-EMT CLASS	2024-01	01/25/2024	163.28	51822	.00	0	
				AEMT CLASS	AEMT2024-2	01/19/2024	6,324.00	51802	.00	0	
Total 20052220330:											
200-52220-34	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	MEDICAL CYLINDERS	3033994	01/11/2024	9.15	51786	.00	0	
200-52220-34	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	125 USP, D USP OXY, HAZMAT, D/C	3034598	01/11/2024	275.70	51786	.00	0	
200-52220-34	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	DYNAREX STERILE ABDOMINAL, ADRENALIN, I-GEL SUPPAGLOTTIC AIRWAY, ZOLL PEDI	2610658	01/25/2024	1,472.25	51833	.00	0	
200-52220-34	EMS MED SUPPLIES & EQUIP	1548	BOUND TREE MEDICAL LL	ACETAMINOPHEN	851986472	01/04/2024	113.99	51678	.00	0	
200-52220-34	EMS MED SUPPLIES & EQUIP	1548	BOUND TREE MEDICAL LL	ONDANSETRON	851986472	01/04/2024	83.96	51678	.00	0	
200-52220-34	EMS MED SUPPLIES & EQUIP	1548	BOUND TREE MEDICAL LL	SYRINGE ONLY	851986472	01/04/2024	65.00	51678	.00	0	
200-52220-34	EMS MED SUPPLIES & EQUIP	1548	BOUND TREE MEDICAL LL	CURAPLEX SINGLE, GLUTOSE 15GM	85216944	01/25/2024	125.54	51819	.00	0	
200-52220-34	EMS MED SUPPLIES & EQUIP	922929	NASCO HEALTHCARE	LEG ADULT I/O INFUS SIMLTR	395150	01/04/2024	695.66	51713	.00	0	
Total 20052220340:											
200-52220-34	EMS AMBULANCE FUEL	922831	CONSUMERS COOP OIL C	EMS - FUEL	154781-11	01/04/2024	910.08	51686	.00	0	
200-52220-34	EMS AMBULANCE FUEL	922831	CONSUMERS COOP OIL C	EMS - FUEL	154781-1223	01/25/2024	920.44	51828	.00	0	
Total 20052220343:											
200-52220-35	EMS BUILDING MAINT & REPA	1060	EVANSVILLE HARDWARE	HINGE #1 GARAGE DOOR	200032-1223	01/11/2024	15.98	51762	.00	0	
200-52220-35	EMS BUILDING MAINT & REPA	9413	S E CLEANERS	CARPET CLEANING/TILE & GROUT	1070605-1	01/04/2024	1,000.00	51723	.00	0	
200-52220-35	EMS BUILDING MAINT & REPA	921619	GOLZ ELECTRIC	KITCHEN IN OFFICE	3712	01/11/2024	700.00	51763	.00	0	
Total 20052220355:											
200-52220-36	EMS COMMUNICATIONS	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	29.10	20132180	.00	0	
200-52220-36	EMS COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES	6088822228	01/04/2024	22.03	51672	.00	0	
200-52220-36	EMS COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES	6088822280	01/11/2024	22.04	51745	.00	0	
200-52220-36	EMS COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35559660	01/04/2024	37.25	51698	.00	0	
Total 20052220361:											
200-52220-36	EMS UTILITIES	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	331.27	20132176	.00	0	
200-52220-36	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE	00003-0823	01/11/2024	10.56	51785	.00	0	
200-52220-36	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE	00003-1223	01/04/2024	144.76	51732	.00	0	
200-52220-36	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE	00007-1223	01/04/2024	158.09	51732	.00	0	
200-52220-36	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE-YOUTH CENTER	00010-1223	01/11/2024	192.08	51785	.00	0	
200-52220-36	EMS UTILITIES	1730	CHARTER COMMUNICATI	MONTHLY CHARTER BUSINESS							

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200-52220-36	EMS UTILITIES	1730	CHARTER COMMUNICATI	SERVICE	0035901010	01/19/2024	51.07	51792	.00	0	
200-52220-36	EMS UTILITIES	5035	U S CELLULAR	MONTHLY CHARTER BUSINESS SERVICE	00359011201	01/04/2024	51.07	51683	.00	0	
				MONTHLY CELL PHONE SERVICE	0626939281	01/25/2024	123.11	51859	.00	0	
	Total 20052220362:						1,062.01		.00		
200-52220-38	EMS ACT 102 EXPENSES-AIDS	2157	EMERGENCY MEDICAL PR	WELCH ALLYN ADULT DS66 TRIGGER	2607392	01/04/2024	459.18	51693	.00	0	
200-52220-38	EMS ACT 102 EXPENSES-AIDS	4468	SIREN SERVICES LLC	MOD LIGHTS & EMERGENCY LIGHTS	2518	01/04/2024	3,493.72	51724	.00	0	
	Total 20052220380:						3,952.90		.00		
200-52220-51	EMS WORKERS COMP INSUR	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	231.32	51827	.00	0	
	Total 20052220512:						231.32		.00		
210-55700-25	LIBRARY COPIER LEASE/MAIN	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14490076	01/04/2024	59.41	51697	.00	0	
	Total 21055700250:						59.41		.00		
210-55700-25	LIBRARY- IT MAINT & REPAIR	922932	RMC IMAGING INC	ST VIEWSCAN 4 DIGITAL READER PRINTER ANNUAL HARDWARE & SOFTWARE SUPPORT	2896	01/04/2024	545.00	51720	.00	0	
	Total 21055700251:						545.00		.00		
210-55700-25	LIBRARY - IT EQUIP	5460	WIS DEPT OF ADMINISTR	FOR TEACH SERVICES	505-0000086	01/04/2024	600.00	51734	.00	0	
	Total 21055700252:						600.00		.00		
210-55700-31	LIBRARY POSTAGE	8060	PETTY CASH-EAGER FRE	POSTAGE	2023-12	01/04/2024	13.20	51716	.00	0	
	Total 21055700313:						13.20		.00		
210-55700-35	BLDG MAINTENANCE & REPAI	1776	CINTAS	MONTHLY MAT SERVICE/LIBRARY	4172648146	01/04/2024	118.42	51684	.00	0	
210-55700-35	BLDG MAINTENANCE & REPAI	1776	CINTAS	LIBRARY CLEANING	4175431454	01/04/2024	118.42	51684	.00	0	
210-55700-35	BLDG MAINTENANCE & REPAI	2559	TONY RYERSON	LIBRARY-LAWN MOWING/SPRING CLEAN UP	314	01/04/2024	300.00	51728	.00	0	
210-55700-35	BLDG MAINTENANCE & REPAI	4600	STAPLES BUSINESS CRE	TOILET PAPER, TISSUE PAPER, HOOVER TYPE ALLERGEN VACUUM	1653039113	01/25/2024	78.36	51856	.00	0	
210-55700-35	BLDG MAINTENANCE & REPAI	922933	NORSE LAWN SERVICE LL	SNOW REMOVAL	41	01/04/2024	110.00	51714	.00	0	
	Total 21055700355:						725.20		.00		

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210-55700-36	LIBRARY COMMUNICATIONS	1730	CHARTER COMMUNICATI	MONTHLY CHARTER BUSINESS SERVICE	0073605010	01/25/2024	97.88	51824	.00	0	
210-55700-36	LIBRARY COMMUNICATIONS	1730	CHARTER COMMUNICATI	MONTHLY CHARTER BUSINESS SERVICE	0073605120	01/11/2024	48.94	51748	.00	0	
210-55700-36	LIBRARY COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES	6088822228	01/04/2024	22.03	51672	.00	0	
210-55700-36	LIBRARY COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES	6088822280	01/11/2024	22.04	51745	.00	0	
210-55700-36	LIBRARY COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35559660	01/04/2024	81.01	51698	.00	0	
Total 21055700361:							271.90		.00		
210-55700-36	LIBRARY UTILITIES	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	1,068.04	20132176	.00	0	
Total 21055700362:							1,068.04		.00		
210-55700-37	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS	2037958734	01/04/2024	364.56	51675	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS	2037958735	01/04/2024	28.19	51675	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT AUDIO - VARIOUS TITLES	2037977377	01/04/2024	36.52	51675	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS - VARIOUS TITLES	2037977378	01/04/2024	17.13	51675	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS - VARIOUS TITLES	2037990492	01/04/2024	300.04	51675	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS - VARIOUS TITLES	2037990494	01/04/2024	53.13	51675	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7101	BAKER & TAYLOR	ADULT- DVD	H66888220	01/04/2024	29.50	51674	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7101	BAKER & TAYLOR	ADULT- DVD	H66981160	01/04/2024	25.15	51674	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7101	BAKER & TAYLOR	ADULT- DVD	H67082380	01/04/2024	46.78	51674	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7160	CENTER POINT LARGE PR	BOOKS-1YR PLATINUM ROMANCE SERIES 24/1YR PLATINUM MYSTERY SERIES 24	2058206	01/04/2024	589.68	51682	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7160	CENTER POINT LARGE PR	BOOKS-PLATINUM MYSTERY	2058206	01/04/2024	589.68	51682	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	7680	HARLEQUIN READER SER	SERIES PLATINUM ROMANCE SERIES	209840594-1	01/04/2024	19.88	51699	.00	0	
210-55700-37	LIBRARY ADULT BOOKS	922823	KANOPIY INC.	ADULT BOOKS DVD	377736-PPU	01/04/2024	11.40	51703	.00	0	
Total 21055700371:							2,111.64		.00		
210-55700-37	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2037958733	01/04/2024	12.20	51675	.00	0	
210-55700-37	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2037958736	01/04/2024	18.36	51675	.00	0	
210-55700-37	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2037958737	01/04/2024	10.84	51675	.00	0	
210-55700-37	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2037958738	01/04/2024	91.56	51675	.00	0	
210-55700-37	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2037977376	01/04/2024	14.01	51675	.00	0	
210-55700-37	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2037977379	01/04/2024	14.52	51675	.00	0	
210-55700-37	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2037977380	01/04/2024	72.33	51675	.00	0	
210-55700-37	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2037990493	01/04/2024	276.21	51675	.00	0	
210-55700-37	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2037990495	01/04/2024	28.54	51675	.00	0	
210-55700-37	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2037990496	01/04/2024	150.67	51675	.00	0	

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Total 21055700372:											
210-55700-37	LIBRARY - PERIODICALS	9017	US BANK	ROCK VALLEY PUBLISHING	2394-1201	01/22/2024	19.95	20132180	.00	0	
Total 21055700374:											
210-55700-37	LIBRARY PROGRAMMING SUP	9017	US BANK	PIGGLY WIGGLY	2394-1127	01/22/2024	9.02	20132180	.00	0	
210-55700-37	LIBRARY PROGRAMMING SUP	9017	US BANK	AMAZON JUMBO CRAFT STICKS NATURAL WOOD	2394-1213	01/22/2024	7.00	20132180	.00	0	
210-55700-37	LIBRARY PROGRAMMING SUP	9017	US BANK	AMAZON COLORFUL PARTY FEATHERS CRAFT NATURAL GOOSE	2394-1213-1	01/22/2024	1.95	20132180	.00	0	
210-55700-37	LIBRARY PROGRAMMING SUP	9017	US BANK	AMAZON LED LIGHT BULBS, HEART CLAY STARTER KIT	2394-1218	01/22/2024	143.37	20132180	.00	0	
210-55700-37	LIBRARY PROGRAMMING SUP	9017	US BANK	ELKAY WATERSENTRY	2394-1222	01/22/2024	85.61	20132180	.00	0	
210-55700-37	LIBRARY PROGRAMMING SUP	921751	MARIE MESSINGER	STORYTIME-BABY/EVENING, DISCUSSION	2023-12	01/04/2024	81.00	51707	.00	0	
Total 21055700376:											
210-55700-38	LIBRARY GRANT EXPENDITU	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0625940234	01/19/2024	51.16	51811	.00	0	
Total 21055700385:											
210-55700-39	LIBRARY ADVERTISING & PRO	2163	EVANSVILLE CHAMBER O	CHAMBER MEMBERSHIP	2023-12	01/04/2024	153.71	51694	.00	0	
Total 21055700390:											
210-55700-51	WORKERS COMPENSATION I	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	18.47	51827	.00	0	
Total 21055700512:											
220-54640-34	CEMETERY FUEL	1681	CASEY'S BUSINESS MAST	CEMETERY FUEL W/ DISCOUNT	QN366-1223	01/04/2024	74.20	51681	.00	0	
Total 22054640343:											
220-54640-35	CEMETERY MAINT EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	5.11	51697	.00	0	
220-54640-35	CEMETERY MAINT EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	.48	51797	.00	0	
220-54640-35	CEMETERY MAINT EXP	3456	MID-STATE EQUIPMENT	52"VEL+-28BRIGGS	J55984	01/04/2024	142.73	51709	.00	0	
220-54640-35	CEMETERY MAINT EXP	3600	NAPA OF OREGON	M/C LAMP	389003	01/25/2024	12.30	51848	.00	0	
220-54640-35	CEMETERY MAINT EXP	921600	NORTHLAND EQUIPMENT	GLAND NUT ASSY	0082561	01/25/2024	27.42	51851	.00	0	
220-54640-35	CEMETERY MAINT EXP	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	.23	51718	.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 22054640350:												
220-54640-36	CEMETERY UTILITIES EXPEN	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	188.27	20132176	.00	0		
Total 22054640360:												
220-54640-36	CEMETERY COMMUNICATION	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0627047659	01/25/2024	56.49	51859	.00	0		
220-54640-36	CEMETERY COMMUNICATION	1630	BYTE STUDIOS INC.	WEBSITE	1709	01/04/2024	281.25	51680	.00	0		
Total 22054640361:												
220-54640-51	CEMETERY WORKERS COMP	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	81.70	51827	.00	0		
Total 22054640512:												
230-57960-82	ARPA CITY HALL BUILDING UP	922927	HILLCRAFT OF WISCONSI	MV TOPS AND CABS	14343	01/04/2024	3,430.00	51700	.00	0		
Total 23057960821:												
250-57900-80	Land Acquisition/Right of Way	5160	CITY OF EVANSVILLE	W&L FOR 170 E CHURCH/12193001	12-1930-01-1	01/19/2024	12.66	51793	.00	0		
250-57900-80	Land Acquisition/Right of Way	5160	CITY OF EVANSVILLE	W&L FOR 170 E CHURCH/12195001	12-1950-01-1	01/19/2024	19.74	51793	.00	0		
250-57900-80	Land Acquisition/Right of Way	5160	CITY OF EVANSVILLE	W&L FOR 170 E CHURCH/30250001	30-2500-01-1	01/19/2024	70.30	51793	.00	0		
Total 25057900801:												
300-58940-21	PROFESSIONAL SERVICES	2151	EHLERS PUBLIC FINANCE	DISCLOSURE REPORTING-DEBT SERVICE	95447	01/04/2024	2,167.50	51692	.00	0		
Total 30058940210:												
400-53300-80	PW Landscaping/Sidewalk Prog	5108	URBAN LANDSCAPING LL	PLANTING PERNNIAL BED TRAFFIC ROUNDABOUT BADGER & 6TH	41050	01/04/2024	2,852.20	51731	.00	0		
Total 40053300802:												
400-53300-84	PW Equipment Purchase	1531	BOBCAT OF JANESVILLE	BOBCAT WU56 - YR: 2023	02-269723	01/04/2024	70,253.00	51677	.00	0		
400-53300-84	PW Equipment Purchase	1531	BOBCAT OF JANESVILLE	BOBCAT 5600 YR: 2020	02-269723	01/04/2024	47,300.00-	51677	.00	0		
400-53300-84	PW Equipment Purchase	1602	BURKE TRUCK & EQUIPM	FIRST 1/2 DOWN PAYMENT FOR BURKE PACKAGE PATROL TRUCK	32354	01/04/2024	59,900.00	51679	.00	0		
Total 40053300840:												
										82,853.00	.00	

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
400-53300-86	PW Road Construction	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	25984	01/04/2024	561.48	51729	.00	2024008	
400-53300-86	PW Road Construction	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	25984	01/04/2024	202.96	51729	.00	2024009	
400-53300-86	PW Road Construction	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	26111	01/04/2024	1,209.82	51729	.00	2024008	
Total 40053300860:											
400-55720-80	Park Improvements	922777	CORPORATE CONTRACT	WEST SIDE PARK	22423-15	01/11/2024	111,860.01	51753	.00	2022001	
Total 40055720803:											
400-55730-80	POOL Improvements	922777	CORPORATE CONTRACT	WEST SIDE PARK	22423-14-1	01/04/2024	174,575.35	51687	.00	2022001	
400-55730-80	POOL Improvements	922777	CORPORATE CONTRACT	POOL RENOVATION	22423-14-1	01/04/2024	324,211.35	51687	.00	2022002	
400-55730-80	POOL Improvements	922777	CORPORATE CONTRACT	POOL RENOVATION	22423-15	01/11/2024	207,740.01	51753	.00	2022002	
Total 40055730803:											
400-57960-89	COMPREHENSIVE PLAN	1630	BYTE STUDIOS INC.	WEBSITE	1709	01/04/2024	4,181.25	51680	.00	0	
Total 40057960890:											
430-52200-83	POLICE VEHICLE PURCHASE	3007	KAYSER FORD INC	2023 FORD EXPLORER 1FMSK8AC6PGC17475	PC7424	01/04/2024	50,072.50	51704	.00	2023001	
430-52200-83	POLICE VEHICLE PURCHASE	2630	CUTTING EDGE SIGN & G	OLD #03 SQUAD GRAPHICS REMVOAL	328110	01/19/2024	350.00	51794	.00	2023001	
Total 43052200830:											
600-47412-53	WIND TURBINE	5520	WPPI ENERGY	WIND TURBINE ANNUAL TRUE-UP	42-122023	01/22/2024	2,060.25	20132185	.00	0	
Total 60047412530:											
600-53500-21	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV3137	01/04/2024	206.35	51670	.00	0	
600-53500-21	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV3158	01/04/2024	43.50	51670	.00	0	
600-53500-21	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV3181	01/11/2024	213.25	51739	.00	0	
600-53500-21	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV3193	01/19/2024	416.50	51789	.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 60053500214:											
600-53500-21	SLUDGE HAULING	5104	UNITED LIQUID WASTE RE	CAKE WASTE PICK UP	46344	01/11/2024	2,306.68	51783	.00	0	
Total 60053500215:											
600-53500-25	WWTP IT MAINT & REPAIR	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC24430	01/04/2024	1,122.48	51685	.00	0	
Total 60053500251:											
600-53500-31	WWTP GEN OFFICE SUPPLIE	1060	EVANSVILLE HARDWARE	CLR BRILLIANT BATH	125431	01/04/2024	6.59	51695	.00	0	
600-53500-31	WWTP GEN OFFICE SUPPLIE	1060	EVANSVILLE HARDWARE	BRILLO STEEL, LQD HAND FCG, LIME -A-WAY SPRY	125441	01/04/2024	21.76	51695	.00	0	
600-53500-31	WWTP GEN OFFICE SUPPLIE	1060	EVANSVILLE HARDWARE	PHONE TRIMLINE CORDED	125534	01/04/2024	21.99	51695	.00	0	
600-53500-31	WWTP GEN OFFICE SUPPLIE	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	.13	51697	.00	0	
600-53500-31	WWTP GEN OFFICE SUPPLIE	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	.03	51797	.00	0	
600-53500-31	WWTP GEN OFFICE SUPPLIE	9017	US BANK	AMAZON PENDAFLEX TWO TONE COLOR FILE FOLDERS	3774-1223-1	01/22/2024	39.12	20132180	.00	0	
Total 60053500310:											
600-53500-33	WWTP PROFESSIONAL DEVL	9017	US BANK	KALAHARI RESORT	3774-1218-2	01/22/2024	117.00	20132180	.00	0	
600-53500-33	WWTP PROFESSIONAL DEVL	9017	US BANK	KALAHARI RESORT	3774-1218-3	01/22/2024	117.00	20132180	.00	0	
600-53500-33	WWTP PROFESSIONAL DEVL	3560	MUNICIPAL ELECTRIC UTI	MEMBERSHIP DUES	010124-25	01/11/2024	1,159.50	51769	.00	0	
Total 60053500330:											
600-53500-34	WWTP GENERAL PLANT SUPP	1776	CINTAS	RESTOCK MEDICINE CABINET-W&L	8406616473	01/25/2024	39.57	51825	.00	0	
Total 60053500340:											
600-53500-34	WWTP FUEL	1681	CASEY'S BUSINESS MAST	WWTP FUEL W/ DISCOUNT	QN366-1223	01/04/2024	86.40	51681	.00	0	
600-53500-34	WWTP FUEL	922831	CONSUMERS COOP OIL C	WWTP FUEL	154771-12	01/25/2024	33.80	51828	.00	0	
600-53500-34	WWTP FUEL	922831	CONSUMERS COOP OIL C	WWTP FUEL	154771-12	01/25/2024	55.38	51828	.00	0	
Total 60053500343:											
600-53500-35	WWTP PLANT MAINT & REPAI	3988	R.A. HTG & AIR CONDITIO	LOW TEMP ON MAKE UP AIR UNIT	S129623	01/19/2024	400.00	51804	.00	0	
Total 60053500355:											
600-53500-36	WWTP COMMUNICATIONS	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	43.65	20132180	.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
600-53500-36	WWTP COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0627047659	01/25/2024	42.12	51859	.00	0	
Total 60053500361:											
							85.77		.00		
600-53500-36	WWTP ELECTRIC/WATER EXP	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	5,157.29	20132176	.00	0	
Total 60053500362:											
							5,157.29		.00		
600-53500-36	WWTP NATURAL GAS EXP	5600	WE ENERGIES	MONTHLY GAS SERVICE	00008-1223	01/04/2024	649.00	51732	.00	0	
Total 60053500363:											
							649.00		.00		
600-53500-51	WORKERS COMPENSATION I	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	125.85	51827	.00	0	
Total 60053500512:											
							125.85		.00		
600-53500-74	CLEAN WATER REBATE PROG	922872	CARROLYN UREN	WATER HEATER REFUND	2024 REFUN	01/25/2024	548.60	51823	.00	0	
Total 60053500741:											
							548.60		.00		
600-53510-35	SAN SEWER MAINT & REPAIR	3600	NAPA OF OREGON	TERMINAL GM, SILICONE CABLE, TERM KIT	386938	01/04/2024	37.95	51712	.00	0	
Total 60053510350:											
							37.95		.00		
600-53510-51	SAN SEWER WORK COMP INS	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	55.14	51827	.00	0	
Total 60053510512:											
							55.14		.00		
600-53510-85	STREET RECONSTRUCTION	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	25984	01/04/2024	957.82	51729	.00	2024008	
600-53510-85	STREET RECONSTRUCTION	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	25984	01/04/2024	101.48	51729	.00	2024009	
600-53510-85	STREET RECONSTRUCTION	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	26111	01/04/2024	2,063.81	51729	.00	2024008	
Total 60053510850:											
							3,123.11		.00		
600-53520-35	LIFT STATION MAINT & REPAI	1062	SJE	ALTRONIX DRYWELL FLOOD	CD99510979	01/25/2024	151.68	51854	.00	0	
600-53520-35	LIFT STATION MAINT & REPAI	1062	SJE	CALIBRATION GAS	CD99510979	01/25/2024	90.00	51854	.00	0	
600-53520-35	LIFT STATION MAINT & REPAI	1062	SJE	OXYGEN SENSOR CELL AND CARTRIDGE HOUSEING	CD99510979	01/25/2024	1,010.24	51854	.00	0	
600-53520-35	LIFT STATION MAINT & REPAI	1062	SJE	ELECTRICAL SENIOR SERVICE LABOR	CD99510979	01/25/2024	729.00	51854	.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
600-53520-35	LIFT STATION MAINT & REPAIR	1062	SJE	MILEAGE	CD99510979	01/25/2024	62.56	51854	.00	0	
Total 60053520355:											
600-53520-36	LIFT STATION UTILITIES	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	1,548.85	20132176	.00	0	
600-53520-36	LIFT STATION UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE	00006-1223	01/04/2024	28.41	51732	.00	0	
Total 60053520360:											
610-53580-25	STWT IT MAINT & REPAIR	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC24430	01/04/2024	561.24	51685	.00	0	
Total 61053580251:											
610-53580-30	WATERWAY MAINTENANCE	9433	JEWELL ASSOC ENGINEE	LAKE LEOTA DAM REPAIRS	15599	01/19/2024	350.00	51800	.00	2023020	
Total 61053580301:											
610-53580-51	STORMWATER WORKERS CO	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	55.14	51827	.00	0	
Total 61053580512:											
610-53580-85	STWT ROAD CONSTRUCTION	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	25984	01/04/2024	660.57	51729	.00	2024008	
610-53580-85	STWT ROAD CONSTRUCTION	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	26111	01/04/2024	1,423.31	51729	.00	2024008	
Total 61053580850:											
620-2221000	Current Portion, L-T Debt	5520	WPPI ENERGY	AMI PROJECT LOAN PAYMENT	42-122023	01/22/2024	2,536.72	20132185	.00	0	
Total 6202221000:											
620-2238040	OASI (FICA)	2442	FICAFWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/15/2023	PR1215231	01/08/2024	284.83	20132171	.00	0	
620-2238040	OASI (FICA)	2442	FICAFWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 12/15/2023	PR1215231	01/08/2024	1,217.92	20132171	.00	0	
620-2238040	OASI (FICA)	2442	FICAFWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/15/2023	PR1215231	01/08/2024	284.83	20132171	.00	0	
620-2238040	OASI (FICA)	2442	FICAFWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 12/29/2023	PR1229231	01/22/2024	933.49	20132177	.00	0	
620-2238040	OASI (FICA)	2442	FICAFWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/29/2023	PR1229231	01/22/2024	218.31	20132177	.00	0	
620-2238040	OASI (FICA)	2442	FICAFWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/29/2023	PR1229231	01/22/2024	218.31	20132177	.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 6202238040:											
620-51930-25	IT SERVICE AND EQUIPMENT	1630	BYTE STUDIOS INC.	WEBSITE - ELECTRIC	1709	01/04/2024	3,157.69	51680	.00	0	
Total 62051930251:											
620-51935-00	MAINT GENERAL PLANT	1060	EVANSVILLE HARDWARE	LEVER FLUSH, THREAD SEAL, AIR COMPRESSOR OIL, ELBOW, COED HEX, COUPLE, BUSHING	125337	01/11/2024	73.46	51762	.00	0	
620-51935-00	MAINT GENERAL PLANT	1060	EVANSVILLE HARDWARE	STRT ELBOW, BALL, CORD HEX	125342	01/11/2024	21.17	51762	.00	0	
Total 62051935001:											
620-52622-00	OPER POWER PURCHASED F	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	4,218.53	20132176	.00	0	
Total 62052622002:											
620-52625-00	MAINT PUMP BUILDINGS & EQ	1060	EVANSVILLE HARDWARE	CABLE TIE, AIR EFFECTS, FEBREZE	125569	01/11/2024	42.54	51762	.00	0	
Total 62052625002:											
620-52631-00	OPER WATER TREATMENT CH	9218	WI STATE LABORATORY O	FLUORIDE/FLDFLUOR	764384	01/25/2024	28.00	51861	.00	0	
Total 62052631002:											
620-52651-00	MAINT MAINS	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	25984	01/04/2024	1,122.97	51729	.00	2024008	
620-52651-00	MAINT MAINS	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	25984	01/04/2024	420.42	51729	.00	2024009	
620-52651-00	MAINT MAINS	4990	TOWN & COUNTRY ENGIN	2024 STREET AND UTILITY IMPROVEMENTS	26111	01/04/2024	2,419.63	51729	.00	2024008	
Total 62052651002:											
620-52902-00	OPER ACCOUNTING & COLLE	4151	JULIE ROBERTS	GFOA TRAINING WASHINGTON DC	2024-01	01/19/2024	89.56	51801	.00	0	
620-52902-00	OPER ACCOUNTING & COLLE	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35559660	01/04/2024	67.47	51698	.00	0	
Total 62052902002:											
620-52903-00	OPER READING & COLLECTIN	90741	STOP PROCESSING CENT	SIGNUPS WITH ONE LINE ITEM WEBSITE SECURITY	20423	01/19/2024	18.29	51808	.00	0	
620-52903-00	OPER READING & COLLECTIN	2880	INFOSEND INC	POSTAGE CHARGES	252150	01/04/2024	594.50	51701	.00	0	
620-52903-00	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	252150	01/04/2024	141.40	51701	.00	0	
620-52903-00	OPER READING & COLLECTIN	2880	INFOSEND INC	POSTAGE CHARGES	254153	01/25/2024	589.23	51839	.00	0	

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620-52903-00	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	254153	01/25/2024	141.87	51839	.00	0	
620-52903-00	OPER READING & COLLECTIN	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	2.51	51718	.00	0	
Total 620529030002:											
							1,487.80		.00		
620-52921-00	OPER OFFICE SUPPLIES & EX	2175	ENERGENECS INC	BATTERY, SCOUNT, NON LITHIUM	0046958-IN	01/25/2024	94.16	51834	.00	0	
620-52921-00	OPER OFFICE SUPPLIES & EX	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	110.20	51697	.00	0	
620-52921-00	OPER OFFICE SUPPLIES & EX	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	10.24	51797	.00	0	
620-52921-00	OPER OFFICE SUPPLIES & EX	9017	US BANK	ENGRAVED, BRUSHED GOLD SOLID BRASS PLATE PICTURE FRAM	6123-1205	01/22/2024	45.94	20132180	.00	0	
620-52921-00	OPER OFFICE SUPPLIES & EX	9196	ANSER SERVICES	BASE RATE	10395-01012	01/11/2024	225.00	51740	.00	0	
620-52921-00	OPER OFFICE SUPPLIES & EX	9209	DIGGERS HOTLINE INC	1ST PREPAYMENT 2024	240 1 47501	01/25/2024	1,101.55	51831	.00	0	
620-52921-00	OPER OFFICE SUPPLIES & EX	1090	AT&T	MONTHLY AT&T CHARGES	6088822228	01/04/2024	11.02	51672	.00	0	
620-52921-00	OPER OFFICE SUPPLIES & EX	1090	AT&T	MONTHLY AT&T CHARGES	6088822280	01/11/2024	11.00	51745	.00	0	
620-52921-00	OPER OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	41.30	51718	.00	0	
Total 620529210002:											
							1,650.41		.00		
620-52925-00	OPER INJURIES & DAMAGE	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	191.44	51827	.00	0	
Total 620529250002:											
							191.44		.00		
620-52928-39	WTR PUBLIC RELATIONS & AD	1240	THRYV	ADVERTISING/WHITE PAGES	800370196-0	01/25/2024	15.71	51858	.00	0	
Total 620529283902:											
							15.71		.00		
620-52930-00	OPER MISC GENERAL EXPEN	1885	CONSIGNY LAW FIRM SC	ATTY FEES-WATER	59189	01/11/2024	66.00	51751	.00	0	
620-52930-00	OPER MISC GENERAL EXPEN	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	425.72	20132176	.00	0	
620-52930-00	OPER MISC GENERAL EXPEN	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	58.20	20132180	.00	0	
620-52930-00	OPER MISC GENERAL EXPEN	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	1708302010	01/19/2024	40.94	51810	.00	0	
620-52930-00	OPER MISC GENERAL EXPEN	2151	EHLERS PUBLIC FINANCE	DISCLOSURE REPORTING-DEBT SERVICE	95447	01/04/2024	722.50	51692	.00	0	
Total 620529300002:											
							1,313.36		.00		
620-52930-25	IT SERVICE & EQUIP	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC24430	01/04/2024	1,122.48	51685	.00	0	
Total 620529302501:											
							1,122.48		.00		
620-52930-33	PROFESSIONAL DEVELOPME	9017	US BANK	DNR WS2 EM1 DEM SRVF	9139-1214	01/22/2024	45.90	20132180	.00	0	
620-52930-33	PROFESSIONAL DEVELOPME	9017	US BANK	PREMIER SERVICE	9864-1219	01/22/2024	19.29	20132180	.00	0	
620-52930-33	PROFESSIONAL DEVELOPME	9017	US BANK	WISCONSIN WASTEWATER OPER CONFERENCE	3774-1218-1	01/22/2024	89.00	20132180	.00	0	

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620-52930-33	PROFESSIONAL DEVELOPME	3560	MUNICIPAL ELECTRIC UTI	MEMBERSHIP DUES	010124-25	01/11/2024	1,932.50	51769	.00	0	
Total 620529303030:											
620-52933-00	OPER TRANSPORTATIONS EX	3456	MID-STATE EQUIPMENT	BOLT, WASHER, NUT, CAP, LUBRICATION	A27603	01/25/2024	68.54	51844	.00	0	
620-52933-00	OPER TRANSPORTATIONS EX	3456	MID-STATE EQUIPMENT	BUSHING, SEAL	A27709	01/25/2024	170.41	51844	.00	0	
620-52933-00	OPER TRANSPORTATIONS EX	3456	MID-STATE EQUIPMENT	BUSHING	A27855	01/25/2024	43.49	51844	.00	0	
620-52933-00	OPER TRANSPORTATIONS EX	3456	MID-STATE EQUIPMENT	CUTTING EDGE KT	I46062	01/25/2024	283.74	51844	.00	0	
620-52933-00	OPER TRANSPORTATIONS EX	3600	NAPA OF OREGON	DIATOMACEOUS EARTH, BAKE PARTS, RED THUNDER GALLON	388101	01/25/2024	304.73	51848	.00	0	
620-52933-00	OPER TRANSPORTATIONS EX	922831	CONSUMERS COOP OIL C	W&I - FUEL	154798-1130	01/11/2024	549.94	51752	.00	0	
620-52933-00	OPER TRANSPORTATIONS EX	922831	CONSUMERS COOP OIL C	W&I - FUEL	154798-1223	01/25/2024	326.30	51828	.00	0	
Total 62052933002:											
620-52935-00	MAINT MAINTENANCE OF GE	5600	WE ENERGIES	MONTHLY GAS SERVICE	00004-1223	01/11/2024	218.40	51785	.00	0	
620-52935-00	MAINT MAINTENANCE OF GE	5600	WE ENERGIES	MONTHLY GAS SERVICE	00009-1223	01/11/2024	594.19	51785	.00	0	
620-52935-00	MAINT MAINTENANCE OF GE	5070	ULINE	WIRE RACK, GREEN STACK BINS, SHELF CABINET, SLIM SHED, GREEN SWEEP DRUM	172343855	01/11/2024	1,400.63	51782	.00	0	
Total 62052935002:											
620-52935-110	MAINTENANCE OF GEN PLNT	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140310901	01/25/2024	26.85	51817	.00	0	
Total 62052935110:											
630-1107001	CONSTRUCTION WIP	1060	EVANSVILLE HARDWARE	SAKRETE HS CONC MIX	125363	01/11/2024	178.50	51762	.00	0	23-11-0008-E-1
630-1107001	CONSTRUCTION WIP	90092	BORDER STATES ELECTRI	CHN - 625BTL33T ELBOW 25KV	927578667	01/11/2024	2,113.29	51747	.00	0	23-11-0048-M-1
630-1107001	CONSTRUCTION WIP	90092	BORDER STATES ELECTRI	EKS - 1-6002 MTR SKT CRV CLR BLADED PLSTC	927597292	01/11/2024	41.88	51747	.00	0	23-11-0048-M-1
Total 6301107001:											
630-1107002	CONSTRUCTION WIP	4422	SCHLITTLER CONSTRUCT	BACKHOE 85	11924	01/19/2024	250.00	51806	.00	0	23-25-0013-E-1
630-1107002	CONSTRUCTION WIP	4422	SCHLITTLER CONSTRUCT	LABOR	11924	01/19/2024	862.50	51806	.00	0	23-25-0013-E-1
630-1107002	CONSTRUCTION WIP	4422	SCHLITTLER CONSTRUCT	TRUCK TIME	11924	01/19/2024	150.00	51806	.00	0	23-25-0013-E-1
Total 6301107002:											
630-1143010	Other Accts Rec.-Solar Buyback	5520	WPPI ENERGY	RENEWABLE ENERGY VOLUME DISCOUNT	42-122023	01/22/2024	60.00	20132185	.00	0	
630-1143010	Other Accts Rec.-Solar Buyback	5520	WPPI ENERGY	PROOF	42-122023	01/22/2024	.01	20132185	.00	0	

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Total 6301143010:											
630-1150001	INVENTORY - ELECTRIC	9017	US BANK	2" PETRO SPLICE	9139-1221	01/22/2024	299.73	20132180	.00	0	
630-1150001	INVENTORY - ELECTRIC	9149	RESCO	4 LUG URD BLOCK	3016103	01/11/2024	1,470.24	51773	.00	0	
630-1150001	INVENTORY - ELECTRIC	9149	RESCO	WIRE, 1/0 STR AL 15KV URD PRI	3016178	01/11/2024	13,278.84	51773	.00	0	
630-1150001	INVENTORY - ELECTRIC	9149	RESCO	URD 200AMP LOAD BREAK ELBOW	3016278	01/11/2024	3,589.86	51773	.00	0	
630-1150001	INVENTORY - ELECTRIC	9149	RESCO	URD 4WAY FEED THRU BUSHING	3017374	01/19/2024	1,523.96	51805	.76	0	
630-1150001	INVENTORY - ELECTRIC	9149	RESCO	FIBERGLASS 1/0 CUTOUT ARRESTOR BRACKET	3017374	01/19/2024	570.11	51805	.29	0	
630-1150001	INVENTORY - ELECTRIC	9149	RESCO	STICKERS, HI VOLTAGE	3018772	01/25/2024	1,559.48	51853	.77	0	
Total 6301150001:											
630-1368001	LINE TRANSFORMERS-E	9149	RESCO	15KVA 1P PAD 7.2 X240/120 NT BF W/I	3017374	01/19/2024	2,933.53	51805	1.47	0	
630-1368001	LINE TRANSFORMERS-E	922914	B & B TRANSFORMER INC.	12470GY/7200 220/240 NO TAP IMP 2.5	28654	01/25/2024	33,450.00	51818	.00	0	
630-1368001	LINE TRANSFORMERS-E	922914	B & B TRANSFORMER INC.	PALLET	28654	01/25/2024	72.00	51818	.00	0	
Total 6301368001:											
630-1368011	LINE TRANSFORMERS-A	9149	RESCO	15KVA 1P PAD 7.2 X240/120 NT BF W/I	3017374	01/19/2024	2,933.53	51805	1.47	0	
Total 6301368011:											
630-1368021	LINE TRANSFORMERS-B	9149	RESCO	15KVA 1P PAD 7.2 X240/120 NT BF W/I	3017374	01/19/2024	2,933.53	51805	1.47	0	
Total 6301368021:											
630-1368031	LINE TRANSFORMERS-C	9149	RESCO	15KVA 1P PAD 7.2 X240/120 NT BF W/I	3017374	01/19/2024	2,933.53	51805	1.47	0	
Total 6301368031:											
630-1368041	LINE TRANSFORMERS-M	9149	RESCO	225KVA 3P 7.2X4800Y.277 W/TPS T-SW BF	3016517	01/11/2024	18,921.00	51773	.00	0	
630-1368041	LINE TRANSFORMERS-M	9149	RESCO	15KVA 1P PAD 7.2 X240/120 NT BF W/I	3017374	01/19/2024	2,933.53	51805	1.47	0	
Total 6301368041:											
630-1368051	LINE TRANSFORMERS-P	9149	RESCO	15KVA 1P PAD 7.2 X240/120 NT BF W/I	3017374	01/19/2024	2,933.53	51805	1.47	0	
Total 6301368051:											
630-1370041	METERS-M	2126	ELSTER SOLUTIONS LLC	REXU ZHCW4000004 & ZCHC4A00004	5265596073	01/11/2024	200.00	51758	.00	0	
Total 6301368051:											

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Total 6301370041:											
630-1370061	METERS-U	2126	ELSTER SOLUTIONS LLC	REXU ZHCW4000004 & ZCHC4A00004	5265596073	01/11/2024	200.00	51758	.00	0	
Total 6301370061:											
630-2238080	WI SALES TAX	5560	WISCONSIN DEPT OF REV	SALES USE TAX	2023-12 SAL	01/22/2024	7,458.73	20132183	.00	0	
Total 6302238080:											
630-2253021	DFD CREDITS-PB-ENERGY C	5160	CITY OF EVANSVILLE	REBATES - WILLIAM & LAURIE FAUST - REFRIGERATOR	2023 REBAT	01/11/2024	25.00	51749	.00	0	
630-2253021	DFD CREDITS-PB-ENERGY C	5160	CITY OF EVANSVILLE	REBATES - SHAWN & GWEN ENGEL - WASHER, FREEZER	2023 REBAT	01/11/2024	50.00	51749	.00	0	
630-2253021	DFD CREDITS-PB-ENERGY C	5160	CITY OF EVANSVILLE	REBATES - GORDON RINGHAND DISHWASHER	2023 REBAT	01/11/2024	25.00	51749	.00	0	
630-2253021	DFD CREDITS-PB-ENERGY C	5160	CITY OF EVANSVILLE	REBATES - GORDON RINGHAND REFRIGERATOR	2023 REBAT	01/11/2024	25.00	51749	.00	0	
Total 6302253021:											
630-2253031	PUBLIC BENEFIT REVENUE	9017	US BANK	CRESTLINE CIRCLE LED NIGHT LIGHT	9139-1206	01/22/2024	698.80	20132180	.00	0	
630-2253031	PUBLIC BENEFIT REVENUE	9017	US BANK	MAKE YOUR OWN STUFF ANIMAL KITS	9139-1211	01/22/2024	191.88	20132180	.00	0	
630-2253031	PUBLIC BENEFIT REVENUE	9017	US BANK	MAKE YOUR OWN STUFF ANIMAL KITS	9139-1216	01/22/2024	15.99	20132180	.00	0	
630-2253031	PUBLIC BENEFIT REVENUE	9017	US BANK	MAKE YOUR OWN STUFF ANIMAL KITS	9139-1217	01/22/2024	79.95	20132180	.00	0	
630-2253031	PUBLIC BENEFIT REVENUE	91020	SEERA	FOCUS ON ENERGY - DEC PAYMENT	2023-12	01/19/2024	2,415.07	51807	.00	0	
630-2253031	PUBLIC BENEFIT REVENUE	5460	WIS DEPT OF ADMINISTR	PUBLIC BENEFIT FEES-Q1	505-0000084	01/19/2024	7,363.65	51815	.00	0	
630-2253031	PUBLIC BENEFIT REVENUE	5460	WIS DEPT OF ADMINISTR	PUBLIC BENEFIT FEES-Q2	505-0000087	01/25/2024	7,328.30	51862	.00	0	
630-2253031	PUBLIC BENEFIT REVENUE	922937	4IMPRINT INC.	CHRISTMAS TREE WANDS	12048116	01/11/2024	723.81	51738	.00	0	
Total 6302253031:											
630-41400-00	OPERATING & OTHER REVEN	5560	WISCONSIN DEPT OF REV	SALES USE TAX-DISCOUNT	2023-12 SAL	01/22/2024	55.94	20132183	.00	0	
Total 63041400001:											
630-41442-06	MUNICIPAL GREEN POWER	5520	WPPIENERGY	GREEN POWER	42-122023	01/22/2024	524.00	20132185	.00	0	
Total 63041442062:											
630-51427-00	ANNUAL DEBT SERVICE FEES	2151	EHLERS PUBLIC FINANCE	DISCLOSURE REPORTING-DEBT			524.00		.00		

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				SERVICE	95447	01/04/2024	1,360.00	51692	.00	0	
Total 63051427004:											
630-51555-30	POWER PURCHASED	5520	WPPI ENERGY	PURCHASED POWER	42-122023	01/22/2024	429,966.00	20132185	.00	0	
Total 63051555300:											
630-51582-30	OPER SUBSTATION EXPENSE	9133	FORSTER ELECTRICAL E	E02-22D UTL ADDITION PLANNING	25017	01/04/2024	242.50	51696	.00	2023023	
630-51582-30	OPER SUBSTATION EXPENSE	9133	FORSTER ELECTRICAL E	E02-23G TECHNICAL ASSISTANCE	25052	01/04/2024	361.25	51696	.00	2023023	
Total 63051582300:											
630-51584-30	OPER UG LINE	9133	FORSTER ELECTRICAL E	E02-22E 5TH 59 DOT PROJECT	25018	01/04/2024	368.10	51696	.00	2023024	
630-51584-30	OPER UG LINE	9133	FORSTER ELECTRICAL E	E02-23G TECHNICAL ASSISTANCE	25052	01/04/2024	361.25	51696	.00	2023024	
Total 63051584300:											
630-51588-30	MISC DISTRIBUTION EXPENS	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	1708302010	01/19/2024	76.03	51810	.00	0	
630-51588-30	MISC DISTRIBUTION EXPENS	5035	U S CELLULAR	MONTHLY CELL PHONE SERVICE	0627105542	01/25/2024	149.25	51859	.00	0	
Total 63051588300:											
630-51593-30	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	EZ SQUEEZE WI/ROPER INNER STRAP	0178833-IN	01/25/2024	1,229.44	51821	.00	0	
630-51593-30	OH LINE MAINTENANCE	2675	GRAINGER	ELEC TAPE	9971978292	01/25/2024	267.90	51836	.00	0	
630-51593-30	OH LINE MAINTENANCE	9149	RESCO	COVER ONE PIECE SNAP SHUT	3016258	01/11/2024	104.50	51773	.00	0	
630-51593-30	OH LINE MAINTENANCE	9149	RESCO	CLAMP PAR GRV AL	3016688	01/11/2024	229.00	51773	.00	0	
630-51593-30	OH LINE MAINTENANCE	9149	RESCO	BURNDY FAST TAP	3016688	01/11/2024	291.00	51773	.00	0	
630-51593-30	OH LINE MAINTENANCE	9149	RESCO	CONNECTOR SRV ENT BARE	3017374	01/19/2024	142.93	51805	.07	0	
630-51593-30	OH LINE MAINTENANCE	9149	RESCO	CONNECTOR GROUND 6 SOL	3018689	01/25/2024	856.57	51853	.43	0	
630-51593-30	OH LINE MAINTENANCE	9149	RESCO	CONN H-TAP CU CF4040-1 4/0-2/0STR	3018801	01/25/2024	429.78	51853	.22	0	
630-51593-30	OH LINE MAINTENANCE	9149	RESCO	CON ARREST GRD	3019349	01/25/2024	1,103.45	51853	.55	0	
Total 63051593300:											
630-51594-30	UG LINE MAINENANCE	3449	MID-AMERICAN RESEARC	INV WHITE SPARY PAINT	0808122-IN	01/11/2024	305.72	51766	.00	0	
630-51594-30	UG LINE MAINENANCE	9149	RESCO	ELBOW W/TP 2SOL 15KV 200A	3011305	01/11/2024	394.26	51773	.00	0	
630-51594-30	UG LINE MAINENANCE	9149	RESCO	CONNECTOR GROUND 6 SOL	3017374	01/19/2024	856.57	51805	.43	0	
630-51594-30	UG LINE MAINENANCE	9209	DIGGERS HOTLINE INC	CREDIT PREPAYMENT	230 1 47501	01/25/2024	1,297.60-	51831	.00	0	
630-51594-30	UG LINE MAINENANCE	9209	DIGGERS HOTLINE INC	1ST PREPAYMENT 2024	240 1 47501	01/25/2024	1,101.55	51831	.00	0	
630-51594-30	UG LINE MAINENANCE	9369	STUART C IRBY CO	ELEM 106M LAG SCREW	S013847375.	01/11/2024	194.18	51777	.00	0	
Total 63051594300:											
Total 63051593300: 4,654.57 1.27											

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630-51594-30	UG LINE MAINEANCE	922881	USIC LOCATING SERVICE	FUEL SURCHARGE	62749FS	01/25/2024	56.70	51860	.00	0	
630-51594-30	UG LINE MAINEANCE	922881	USIC LOCATING SERVICE	FUEL SURCHARGE	628476FS	01/11/2024	27.60	51784	.00	0	
630-51594-30	UG LINE MAINEANCE	922881	USIC LOCATING SERVICE	AFTER HOURS	633724	01/11/2024	40.00	51784	.00	0	
630-51594-30	UG LINE MAINEANCE	922881	USIC LOCATING SERVICE	EMERGENCY NORMAL HOURS	633724	01/11/2024	80.00	51784	.00	0	
630-51594-30	UG LINE MAINEANCE	922881	USIC LOCATING SERVICE	PER TICKET	633724	01/11/2024	1,333.50	51784	.00	0	
630-51594-30	UG LINE MAINEANCE	922881	USIC LOCATING SERVICE	PROJECT TIME	633724	01/11/2024	180.00	51784	.00	0	
630-51594-30	UG LINE MAINEANCE	922881	USIC LOCATING SERVICE	FUEL SURCHARGE	633724FS	01/25/2024	19.50	51860	.00	0	
Total 63051594300:							3,291.98		.43		
630-51595-30	TRANSFORMER MAINTENANC	9149	RESCO	LUG COMP AL/CU 2-HOLE 350KCM	3019131	01/25/2024	568.22	51853	.28	0	
630-51595-30	TRANSFORMER MAINTENANC	9149	RESCO	LUG COMP AL/CU 2-HOLE 410 STR	3019131	01/25/2024	394.30	51853	.20	0	
Total 63051595300:							962.52		.48		
630-51902-30	ACCT & COLLECTING EXPENS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	35559660	01/04/2024	125.29	51698	.00	0	
Total 63051902300:							125.29		.00		
630-51902-36	COMMUNICATION EXPENSE	9017	US BANK	GOOGLE GSUITE	6123-1201	01/22/2024	145.50	20132180	.00	0	
Total 63051902361:							145.50		.00		
630-51903-30	BILLING SUPPLIES AND EXPEN	5520	WPPI ENERGY	SUPPORT SERVICES-NOV	42-122023	01/22/2024	2,291.75	20132185	.00	0	
630-51903-30	BILLING SUPPLIES AND EXPEN	2880	INFOSEND INC	POSTAGE CHARGES	252150	01/04/2024	1,104.08	51701	.00	0	
630-51903-30	BILLING SUPPLIES AND EXPEN	2880	INFOSEND INC	SUPPLIES	252150	01/04/2024	262.60	51701	.00	0	
630-51903-30	BILLING SUPPLIES AND EXPEN	2880	INFOSEND INC	OTHER	252150	01/04/2024	8.67	51701	.00	0	
630-51903-30	BILLING SUPPLIES AND EXPEN	2880	INFOSEND INC	POSTAGE CHARGES	254153	01/25/2024	1,094.29	51839	.00	0	
630-51903-30	BILLING SUPPLIES AND EXPEN	2880	INFOSEND INC	SUPPLIES	254153	01/25/2024	263.48	51839	.00	0	
630-51903-30	BILLING SUPPLIES AND EXPEN	2880	INFOSEND INC	OTHER	254153	01/25/2024	5.56	51839	.00	0	
630-51903-30	BILLING SUPPLIES AND EXPEN	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	8.94	51718	.00	0	
Total 63051903300:							5,039.37		.00		
630-51920-21	ADMINISTRATIVE PRO SERVI	4990	TOWN & COUNTRY ENGIN	TDS FIBER BUILDOUT SUPPORT	26109	01/04/2024	120.00	51729	.00	0	
630-51920-21	ADMINISTRATIVE PRO SERVI	9133	FORSTER ELECTRICAL E	E02-21C ELECTRIC CONSTRUCTION	25016	01/04/2024	170.00	51696	.00	0	
630-51920-21	ADMINISTRATIVE PRO SERVI	9133	FORSTER ELECTRICAL E	E02-23F TDS POLE ATTACHMENTS	25020	01/04/2024	72.50	51696	.00	0	
Total 63051920210:							362.50		.00		
630-51921-30	OFFICE SUPPLIES & EXPENS	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14491517	01/04/2024	288.17	51697	.00	0	
630-51921-30	OFFICE SUPPLIES & EXPENS	2540	GORDON FLESH CO INC	MONTHLY COPIER CHARGES	IN14516909	01/19/2024	26.77	51797	.00	0	

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630-51921-30	OFFICE SUPPLIES & EXPENS	9017	US BANK	AMAZON ADAMS PURCHASE ORDER BOOK	9139-1209	01/22/2024	44.40	20132180	.00	0	
630-51921-30	OFFICE SUPPLIES & EXPENS	3956	PROFESSIONAL BUSINES	BUSINESS CARDS	119966	01/11/2024	81.25	51771	.00	0	
630-51921-30	OFFICE SUPPLIES & EXPENS	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE	2023-12	01/04/2024	72.43	51718	.00	0	
Total 63051921300: 513.02											
630-51921-36	COMMUNICATION EXPENSE	1730	TIME WARNER CABLE	MONTHLY CHARTER BUSINESS SERVICE	1708305010	01/11/2024	23.00	51781	.00	0	
630-51921-36	COMMUNICATION EXPENSE	9196	ANSER SERVICES	BASE RATE	10395-01012	01/11/2024	225.00	51740	.00	0	
Total 63051921361: 248.00											
630-51926-13	CLOTHING ALLOWANCE	4425	SCHMELING, PAUL	FR CLOTHING	2024-01	01/11/2024	283.49	51775	.00	0	
630-51926-13	CLOTHING ALLOWANCE	1449	BRADY, ANTHONY	REIMB FIRE RESISTANT CLOTHING	2023-01	01/19/2024	261.06	51791	.00	0	
630-51926-13	CLOTHING ALLOWANCE	3350	MIKE MATHEWS	REIMB FIRE RESISTANT CLOTHING	2024-01	01/25/2024	417.27	51845	.00	0	
630-51926-13	CLOTHING ALLOWANCE	922822	DOUBLE P WESTERN STO	FR YELLOW JACKET	7876	01/25/2024	2,212.00	51832	.00	0	
Total 63051926131: 3,173.82											
630-51926-51	WORKERS COMPENSATION	1870	COMMUNITY INSURANCE	WORKERS COMP AUDIT ADJUSTMENT	IN000015359	01/25/2024	282.82	51827	.00	0	
Total 63051926512: 282.82											
630-51928-30	REGULATORY EXPENSE	9017	US BANK	BUDGET SIGNS & SPECIALTIES	9139-1211-1	01/22/2024	477.88	20132180	.00	0	
Total 63051928300: 477.88											
630-51930-13	SAFETY EQUIPMENT AND PP	1880	CONNERY SAFETY	HRDHT V GARD FULL BRIM W FASTRC	06224801	01/11/2024	389.72	51750	.00	0	
630-51930-13	SAFETY EQUIPMENT AND PP	4874	THE SHOE BOX	SHOE ALLOWANCE	86438	01/19/2024	193.50	51809	.00	0	
630-51930-13	SAFETY EQUIPMENT AND PP	4874	THE SHOE BOX	SHOE ALLOWANCE	86439	01/19/2024	216.00	51809	.00	0	
630-51930-13	SAFETY EQUIPMENT AND PP	4874	THE SHOE BOX	SHOE ALLOWANCE	86443	01/19/2024	162.00	51809	.00	0	
630-51930-13	SAFETY EQUIPMENT AND PP	9017	US BANK	CROSSFIRE CLEAR SAFETY GLASSES	9139-1219	01/22/2024	43.44	20132180	.00	0	
630-51930-13	SAFETY EQUIPMENT AND PP	9017	US BANK	CROSSFIRE EYEWEAR SMOKE LENS	9139-1220	01/22/2024	45.24	20132180	.00	0	
630-51930-13	SAFETY EQUIPMENT AND PP	9017	US BANK	PREMIER SERVICE	9864-1219	01/22/2024	77.20	20132180	.00	0	
Total 63051930130: 1,127.10											
630-51930-25	IT SERVICE AND EQUIPMENT	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC24430	01/04/2024	3,460.98	51685	.00	0	
630-51930-25	IT SERVICE AND EQUIPMENT	90741	STOP PROCESSING CENT	SIGNUPS WITH ONE LINE ITEM	20423	01/19/2024	33.97	51808	.00	0	
630-51930-25	IT SERVICE AND EQUIPMENT	1630	BYTE STUDIOS INC.	WEBSITE SECURITY WEBSITE - WATER	1709	01/04/2024	750.00	51680	.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 63051930251:											
630-51930-30	MISC GENERAL EXPENSES	3305	MERCY HEALTH SYSTEM	DRUG SCREEN DOT PANEL	00024468-00	01/04/2024	48.00	51708	.00	0	
630-51930-30	MISC GENERAL EXPENSES	4151	JULIE ROBERTS	GFOA TRAINING WASHINGTON DC	2024-01	01/19/2024	134.34	51801	.00	0	
Total 63051930300:											
630-51930-33	PROFESSIONAL DEV/TRAININ	9017	US BANK	KALAHARI RESORT	9139-1213	01/22/2024	144.00	20132180	.00	0	
630-51930-33	PROFESSIONAL DEV/TRAININ	9017	US BANK	KALAHARI RESORT	9139-1213-1	01/22/2024	144.00	20132180	.00	0	
630-51930-33	PROFESSIONAL DEV/TRAININ	3560	MUNICIPAL ELECTRIC UTI	MEMBERSHIP DUES	010124-25	01/11/2024	2,319.00	51769	.00	0	
Total 63051930303:											
630-51930-33	APPRENTICESHIP TRAINING	3656	NORTHEAST WI TECH CO	2023 FALL TRAINING	SFT0000126	01/25/2024	216.00	51850	.00	0	
630-51930-33	APPRENTICESHIP TRAINING	3350	MIKE MATHEWS	REIMB MILEAGE-METER SCHOOL NORTHEAST TECH	2023-12-1	01/04/2024	120.01	51710	.00	0	
Total 63051930331:											
630-51930-34	TOOL AND EQUIPMENT	1060	EVANSVILLE HARDWARE	DW RECIP BLADE SET, MAG TAP, RTCH SCREWDRVR, HAMMER FRAME, LONG NOSE PLIERS, DRILL, PLIERS, TOTE	125564	01/11/2024	265.92	51762	.00	0	
630-51930-34	TOOL AND EQUIPMENT	9017	US BANK	FLUKE HARD POINT TEST LEAD SET	9139-1222	01/22/2024	226.48	20132180	.00	0	
630-51930-34	TOOL AND EQUIPMENT	90123	C&M HYDRAULIC TOOLS	L RTP 55 FT-LB INSTALLATION TOO	0178789-IN	01/25/2024	667.94	51821	.00	0	
630-51930-34	TOOL AND EQUIPMENT	90123	C&M HYDRAULIC TOOLS	DC HI-POT ADAPTER 16KV	0178805-IN	01/25/2024	491.49	51821	.00	0	
630-51930-34	TOOL AND EQUIPMENT	90123	C&M HYDRAULIC TOOLS	BUSHING ADAPTER FOR 8.3/15 KV	0178805-IN	01/25/2024	174.20	51821	.00	0	
630-51930-34	TOOL AND EQUIPMENT	90123	C&M HYDRAULIC TOOLS	RATCHETING ACSR CABLE CUTTER, EZ SQUEEZE W/ROPER INNER STRAP	0178819-IN	01/25/2024	848.80	51821	.00	0	
630-51930-34	TOOL AND EQUIPMENT	90123	C&M HYDRAULIC TOOL S	OX TAIL, RIGGING HOOK, TEL-O-POLE, GALV PULLING, LINE SWIVEL, FOLDING SHOTGUN, TELESCOPIC	0178836-IN	01/25/2024	929.72	51821	.00	0	
630-51930-34	TOOL AND EQUIPMENT	3600	NAPA OF OREGON	WARRANTY	386569 CRE	01/25/2024	45.31-	51848	.00	0	
Total 63051930340:											
630-51930-34	TRANSPORTATION FUEL	922831	CONSUMERS COOP OIL C	W&I - FUEL	154798-1130	01/11/2024	549.94	51752	.00	0	
630-51930-34	TRANSPORTATION FUEL	922831	CONSUMERS COOP OIL C	W&I - FUEL	154798-1223	01/25/2024	1,305.22	51828	.00	0	
Total 63051930343:											
630-51930-35	TRANSPORTATION MAINTENA	1060	EVANSVILLE HARDWARE	FASTENERS, LOCKWASH	125492	01/11/2024	51.27	51762	.00	0	
630-51930-35	TRANSPORTATION MAINTENA	1060	EVANSVILLE HARDWARE	FASTENERS, CLAMP HOSE	125535	01/11/2024	18.08	51762	.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
630-51930-35	TRANSPORTATION MAINTENA	3940	POMP'S TIRE SERVICE IN	2018 CHEV SILVERADO, SPIN BALANCE, RUBBER VALVE, 4 NEW TIRES	540182088	01/25/2024	736.28	51852	.00	0	
630-51930-35	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	CORE DEPOSIT CREDIT	388167	01/25/2024	18.00	51848	.00	0	
630-51930-35	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	MULTI-BANK CHARGER, TRICO ICE BLADE	388571	01/25/2024	227.97	51848	.00	0	
630-51930-35	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	FUEL FILTER, PIN PUNCH SET	388873	01/25/2024	104.74	51848	.00	0	
630-51930-35	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	FUEL FILTER	388989	01/25/2024	32.98	51848	.00	0	
630-51930-35	TRANSPORTATION MAINTENA	4830	SYMDON CHEVROLET INC	SERVICE TRAILER BRAKE WARNING MESSAGE DISPLAYED	95821	01/25/2024	150.00	51857	.00	0	
630-51930-35	TRANSPORTATION MAINTENA	90742	SULLIVAN SIGNS INC	TRUCK #7 LETTERED WITH UNIT NUMBER, TRUCK #1 LETTERS SIDE, TRUCK #5 LETTERED SIDE	2024011	01/11/2024	300.00	51778	.00	0	
630-51930-35	TRANSPORTATION MAINTENA	90742	SULLIVAN SIGNS INC	RED RTA VINYL LOGO FOR HARD HATS	2024011	01/11/2024	154.75	51778	.00	0	
Total 63051930350:							1,758.07		.00		
630-51930-39	PUBLIC RELATIONS AND ADV	1240	THRYV	ADVERTISING/WHITE PAGES	800370196-0	01/25/2024	15.71	51858	.00	0	
Total 63051930392:							15.71		.00		
630-51932-30	BUILDING AND PLANT MAINTE	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140302926	01/11/2024	53.70	51742	.00	0	
630-51932-30	BUILDING AND PLANT MAINTE	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140310901	01/25/2024	26.85	51817	.00	0	
630-51932-30	BUILDING AND PLANT MAINTE	1230	ARAMARK	MAT_NYLON/RUBBER 3X10/4X6/SERVICE CHARGE	6140319153	01/25/2024	53.70	51817	.00	0	
630-51932-30	BUILDING AND PLANT MAINTE	1776	CINTAS CORPORATION	RESTOCK MEDICINE CABINET	8406570500	01/25/2024	25.52	51826	.00	0	
630-51932-30	BUILDING AND PLANT MAINTE	5600	WE ENERGIES	MONTHLY GAS SERVICE	00004-1223	01/11/2024	218.41	51785	.00	0	
630-51932-30	BUILDING AND PLANT MAINTE	5600	WE ENERGIES	MONTHLY GAS SERVICE	00009-1223	01/11/2024	594.20	51785	.00	0	
630-51932-30	BUILDING AND PLANT MAINTE	5070	ULINE	WIRE RACK, GREEN STACK BINS, SHELF CABINET, SLIM SHED, GREEN SWEEP DRUM	172343855	01/11/2024	1,400.64	51782	.00	0	
630-51932-30	BUILDING AND PLANT MAINTE	9413	S E CLEANERS	CARPET CLEANING/TILE & GROUT	1070605-1	01/04/2024	250.00	51723	.00	0	
Total 63051932300:							2,623.02		.00		
630-51932-36	BUILDING & PLANT UTILITY C	5160	CITY OF EVANSVILLE	MONTHLY ELECTRIC	2023-12	01/22/2024	1,067.65	20132176	.00	0	
Total 63051932360:							1,067.65		.00		
Grand Totals:							2,043,843.39		12.82		

**CITY OF EVANSVILLE
RESOLUTION #2024-03**

***RESOLUTION DECLARING OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FROM PROCEEDS OF
BORROWING FOR 2024 CAPITAL IMPROVEMENT PROJECTS***

WHEREAS, the City of Evansville, Rock County, Wisconsin (the "Issuer") plans to undertake, park improvements, equipment purchases, street resurfacing and reconstruction, stormwater improvements, utility line rebuilds, building improvements, and dam repairs (the "Project");

WHEREAS, the Issuer expects to finance the Project on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds");

WHEREAS, because the Bonds will not be issued prior to commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, the City of Evansville (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Bonds become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$5,000,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed this 13th day of February 2024.

CITY OF EVANSVILLE

Dianne C. Duggan, Mayor

Introduced: 2-08-2024, Finance & Labor
Adopted: 2-13-2024
Published: 2-20-2024

Attest: _____
Leah L. Hurtley, City Clerk



December 20, 2023

To the City Council and Management
City of Evansville
31 South Madison Street
P.O. Box 529
Evansville, Wisconsin 53536

We are pleased to confirm our understanding of the services we are to provide for the City of Evansville for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, and the disclosures, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Evansville as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Evansville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Evansville's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management Discussion and Analysis
2. Budgetary Comparison Schedules
3. Wisconsin Retirement System Schedules
4. OPEB Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Evansville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining non-major fund financial statements



Audit Scope and Objectives (Continued)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include a test of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may request written representation from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.



Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We will identify significant risks of material misstatement as part of our audit planning and communicate those risks to those in charge of governance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Evansville's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will assist in preparing the financial statements of the City of Evansville in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures to take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for financial statement preparation services and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.



Responsibilities of Management for the Financial Statements (Continued)

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving 1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.



Engagement Administration, Fees, and Other

We understand that your employees will prepare the cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Johnson Block & Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Johnson Block & Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulator or its designee. The regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Kevin Kryszinski, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to issue our report on the financial statements no later than July 31, 2024.

Our fees for these services will be at our standard hourly rate plus out-of-pocket costs, (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.), except that we agree that our gross fees, including expenses, will not exceed the following: General fund (\$16,500), electric and water (\$17,275) sewer (\$4,650), TIF Districts (\$4,250). Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will also compile the PSC reports for the electric and water utility and the annual form C report for the Department of Revenue. These reports will be compiled in a form prescribed by the respective regulatory bodies. Our fees will be at our standard hourly rate. See Addendums B, and C attached, which are an integral part of this engagement letter.

The municipality must submit an electronic annual report of each existing tax increment district (TID) to each overlying taxing jurisdiction. Annual reports must be submitted to the Wisconsin Department of Revenue (DOR) by July 1, 2024. Any late reports will be assessed at \$100 per day by DOR. If you would like our firm to submit this report, fees will be at our standard hourly rates.

Services related to GASB 68 will be billed to our standard hourly rates.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. Additional services will be at our standard hourly rates. Current rates are as follows: Partner - \$335, Manager - \$230, Supervisor - \$185, Staff - \$127.

Changes in Accounting and Audit Standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted.

Governmental Accounting Standards Board Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA), is required to be implemented for the fiscal year ending December 31, 2023. Addendum A outlines the terms of non-attest services to be provided should the City of Evansville decide to request assistance with the necessary accounting and reporting of this standard.

Additional Unanticipated Services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. However, below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service on periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include but are not limited to the following activities:

- Preparation of a trial balance
- Account or bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions), unless previously agreed to as part of services to be provided
- Significant additional time spent calculating accruals
- Processing immaterial adjustments through the financial statements requested by management
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues, significant changes in your volume of business or new or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements and any applicable financial statement disclosures



Non-attest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain non-attest services including, but not limited to, compiling regulatory reports, bookkeeping assistance, and preparing drafts of your financial statements. We will not perform any management functions or make management decisions on your behalf with respect to any non-attest services we provide. In connection with our performance of any non-attest services, you agree that you will:

- Continue to make all management decisions and perform all management functions including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate employee(s) with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the non-attest services we perform.
- Accept responsibility for the results of our non-attest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function

Reporting

We will issue a written report upon completion of our audit of the City of Evansville's financial statements. Our report will be addressed to the City Council of the City of Evansville. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.



We appreciate the opportunity to be of service to City of Evansville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Very truly yours,

Johnson Block & Company, Inc.

Johnson Block & Company, Inc.

RESPONSE: This letter correctly sets forth the understanding of City of Evansville for the Year Ended December 31, 2023.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



ADDENDUM A
GASB Statement No. 87, Leases and GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA)

Non-attest services

We will provide the following non-attest services:

- Calculate the lease assets and lease liability (lease schedule) based on the lease information you provide to us.
- Calculate the subscription asset and corresponding subscription liability based on the information you provide to us
- Propose journal entries to record the assets and liability in accordance with GASB Statement No. 87 and/or 96 and the related expenses.
- Assist with drafting the related GASB Statement No. 87 and/or 96 financial statement disclosures.
- Provide to you sufficient information for you to oversee the services, evaluate the adequacy and results of the services; accept responsibility for the results of the services and ensure your data and records are complete.

Client information requirements

The City of Evansville agrees it is solely responsible for the accuracy, completeness, and reliability of all the City of Evansville's data and information that it provides us with for our engagement. The City of Evansville agrees it will provide any requested information on or before the date we commence performance of the services.

Our responsibilities related to the non-attest services and the related limitations

We will not assume management responsibilities, perform management functions, or make management decisions on behalf of the City of Evansville. However, we will provide advice and recommendations to assist management in performing its responsibilities.

This engagement is limited to the non-attest services outlined above. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as assuming management responsibilities, making management decisions, or performing management functions, including approving journal entries. We will advise the City of Evansville with regard to positions taken in the performance of the non-attest services, but management must make all decisions with regard to those matters.

Our engagement cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

We have no responsibility to ensure the City of Evansville's lease accounting practices, systems, or reports comply with applicable laws or regulations, all of which remain your sole responsibility.

Because the services listed above do not constitute an examination, audit, or review, we will not express an opinion or conclusion or issue a written report on your application of the requirements of GASB Statement No. 87 and/or 96 as it relates to contracts. You agree that our services are not intended to be used by a third party in reaching a decision on the application of the requirements of GASB Statement No. 87 and/or 96 to a specific transaction.



Management’s responsibilities related to non-attest services

For all non-attest services we may provide to you, management agrees to assume all management responsibilities, including determining, reviewing, and approving lease information and schedules and related journal entries; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Fees

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses, including applicable software costs.

Use of Cloud-Based Accounting Solution

Johnson Block & Company, Inc. intends to perform said non-attest services described above through the use of a third-party cloud-based solution (LeaseCrunch).

As part of its agreement with the City of Evansville (“Client”), Johnson Block & Company, Inc. may provide Client access to a cloud-based accounting solution provided by LeaseCrunch, LLC (“LeaseCrunch Services”). As between the Client and Johnson Block & Company, Inc., Johnson Block & Company, Inc. disclaims all liability related in any way to the Client’s use of the LeaseCrunch Services. Johnson Block & Company, Inc. also disclaims any warranties related to the LeaseCrunch Services. Client is solely responsible for the acts and omissions of any third party, including employees or contractors, who Client has designated as a user of the LeaseCrunch Services (each an “End User”). Each End User is required to accept the LeaseCrunch Acceptable Use Policy upon initial login to the LeaseCrunch Services. Client agrees to indemnify and hold Johnson Block & Company, Inc. and its affiliates harmless from any and all liability and expenses, including reasonable attorneys' fees and costs, related to third-party claims arising out of Client’s or its End User’s use of LeaseCrunch Services in violation of LeaseCrunch’s Acceptable Use Policy.



ADDENDUM B

We will perform the following services:

We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2023. Upon completion of the compilation of the annual Financial Report Form, we will provide the City with our accountant's compilation report. If, for any reason caused by or relating to affairs or management of the City, we are unable to complete the compilation or if we determine in our professional judgement the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Management's Responsibilities

The City's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that the City complies with the laws and regulation applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making City personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.



ADDENDUM C

We will perform the following services:

We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the electric and water utility, an enterprise fund of the City of Evansville, as of December 31, 2023, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2023. Upon completion of the Public Service Commission Annual Report, we will provide the City with our accountant's compilation report. If, for any reason caused by or relating to affairs or management of the City, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Management's Responsibilities

The City's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that the City complies with the laws and regulation applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making City personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.



ADDENDUM D

If necessary, we will perform the following services:

- We will assist your bookkeeper in adjusting the books of accounts with the objective that they will be able to prepare a working trial balance from which financial statements can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.

Additionally, we will assist with the following as requested:

- Assist in identifying any bank account reconciling issues from information provided by management. We will not review the cancelled checks or electronic copies of the checks for payees or endorsements.
- Assist in updating depreciation records.
- Scan the general ledger for any obvious account reclassifications or adjustments in order for the financial statements to be in accordance with applicable standards.
- Assist in yearend adjustments and accruals as necessary.

Our services will cover the year ended 2023.

Our Responsibilities

This engagement is limited to the period and the accounting services indicated above. We will not audit or review your financial statements as part of this engagement, as those terms are defined in generally accepted auditing standards or any other accounting documents and information you provide. We will not verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us.

Our engagement cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or embezzlements, that may exist. However, we will inform the appropriate level of management, specifically designated by you, of any material errors that come to our attention and any irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to provide the services outlined on the first page. You agree to the following responsibilities:

- 1) The design, implementation, and maintenance of internal control to prevent and detect fraud and informing us about all known or suspected fraud impacting the City.
- 2) The selection of accounting principles followed.
- 3) The prevention and detection of fraud.
- 4) To ensure that the City complies with the laws and regulations applicable to its activities.
- 5) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

6) To provide us with—

- access to all information of which you are aware is relevant to the services, such as records, documentation, and other matters.
- additional information that we may request to be able to perform the requested services.
- unrestricted access to persons within the City of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skill, knowledge, and experience to oversee our bookkeeping services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Other Relevant Information

Kevin Krysinski, CPA, engagement partner, is responsible for supervising the engagement.

Our fees will be billed at our standard hourly rates for these types of services. You will also be billed for out-of-pocket costs such as postage, travel, etc. Accounts over 90 days will be subject to finance charges. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear your own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of attorneys' fees.

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We have the right to withdraw from this engagement if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Our withdrawal will release us from any obligation to complete your financial statements or tax returns and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

January 9, 2024

Julie Roberts, City Treasurer/Utility Accountant
 Jason Sergeant, City Administrator
 City of Evansville, Wisconsin
 31 S Madison St
 PO Box 529
 Evansville, WI 53536-0076

**Re: Written Municipal Advisor Client Disclosure with the City of Evansville (“Client”) for
 2024 Financial Management Plan Update (“Project”) Pursuant to MSRB Rule G-42)**

Dear Julie and Jason:

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

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

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

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

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

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates



Greg Johnson
 Senior Municipal Advisor/Vice President

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

Appendix A

DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

Actual/Potential Material Conflicts of Interest

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

Other Engagements or Relationships Impairing Ability to Provide Advice

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

Affiliated Entities

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

Solicitors/Payments Made to Obtain/Retain Client Business

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

Payments from Third Parties

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

Payments/Fee-splitting Arrangements

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

Municipal Advisor Registration

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

Material Legal or Disciplinary Events

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

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

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

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

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

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

MSRB Contact Information

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

Appendix B

Scope of Service

Client has requested that Ehlers & Associates to update its Financial Management Plan (“Project”). Ehlers & Associates proposes and agrees to provide the following scope of services:

Confirm Planning Objectives

- Prior to commencing the work, we will review our approach with Client staff to ensure that we have a full understanding of the Client’s objectives, any areas of concern or focus, and desired process outcomes. If necessary, we can modify our Scope of Services to meet specific Client needs.

Gather Required Information

- To complete our work, we will need to gather certain information which may include prior year audits and budgets (generally five years); current year budget; capital improvement plans; existing debt service schedules and allocations; strategic planning documents; staffing plans; and policies pertaining to fund balance, debt management; post-issuance compliance and financial management (Ehlers & Associates may already have some or all this information on file).

Prepare Financial Model

- Based on the Client’s objectives and the information available, we will prepare a Client-specific Excel based financial planning model that includes:
 - **Valuation Forecast.** We will project growth in equalized value based on historical valuation trends, and anticipated potential for and timing of new development based on Client input. If applicable, “TID IN” and “TID OUT” forecasts will be provided. The impact of TID closure will be considered based on Client direction. One or more potential growth scenarios may be modeled based on Client’s objectives.
 - **Fund Forecasts.** We will forecast revenues and expenditures for the following funds based on prior year budgetary trends. Based on the Client’s objectives and the information available to us, one or more alternate fund forecasts may be developed to reflect adjustments to service levels and staffing.
 - General Fund
 - Debt Service Fund
 - Capital Fund
 - EMS Fund
 - Cemetery Fund
 - Library Fund
 - Stormwater Utility Fund

- Water Utility Fund
 - Sanitary Sewer Utility Fund
 - Water & Electric Fund
- **Capital Planning Model.** Using Client’s capital improvement plans, we will prepare one or more models identifying funding sources for identified projects. Fund balances, tax levy, debt proceeds, and annual revenues will be evaluated as funding sources.
- **Debt Model.** We will prepare a current debt service schedule including projected debt abatement sources and tax levy requirements. To the extent that debt financing is required for capital improvement projects, the projected impact of that financing will be modeled. The model will also forecast debt limit capacity utilization and the projected impact of future debt obligations on selected debt profile indicators (for General Obligation debt).
- **Consolidated Tax Levy and Rate Projection Model.** A summary forecast will be provided projecting the future tax levy that would be required to support the General Fund, Capital Projects Fund, Debt Service Fund, and other levy supported funds. Based on the valuation projection model, a forecasted equalized tax rate will be provided. Future levy requirements will be tested against applicable levy and rate limits. A similar summary forecast will be provided for any enterprise funds included in the model and will include a projection of any additional revenue requirements needed to support the forecast.

Conduct Governing Body Workshop

- A workshop will be conducted concurrent with development of the financial model. The purpose of the workshop will be to present key data, observations, findings, alternatives, and recommendations, and to seek input of Governing Body members and key staff before the model is finalized. Workshop duration is typically two hours. Workshops are generally more effective when held independent of other Governing Body meetings.

Final Report

- Following completion of the model, we will prepare a summary report that includes and explains all primary elements of the forecast model. The report will include a summary of key observations and recommendations. If applicable, we will recommend modifications to existing Client policies pertaining to fund balance, debt management, post-issuance compliance and financial management.

Scope of Service Limitations

Notwithstanding the Scope of Service listed above, Ehlers & Associates' engagement related to the Project is expressly limited as follows:

1. Utility analysis completed does not constitute a full rate case study.

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers & Associates in the amount of \$6,500.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers & Associates will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$350.00/hour.

Payment for Services

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

The above Proposal is hereby accepted by Evansville, Wisconsin, by its authorized officer:

Signed	Title	Date

SETTLEMENT AGREEMENT

Whereas, the City of Evansville/ Evansville Water and Light, was advised of storm damage to the service entrance of 6718 Riley Rd in the Town of Porter on or about July 26th, 2023; and

Whereas, the storm resulted in certain damage to the property at 6718 Riley Rd; and

Whereas, the City of Evansville/ Evansville Water and Light is not legally responsible for the damages caused by storm pursuant to their municipal immunity; and

Whereas, the City of Evansville/ Evansville Water and Light expressly denies any liability; and

Whereas, the City of Evansville/ Evansville Water and Light, while not establishing a legal precedent and as a gesture of good faith, desires to pay for certain repair costs at 6718 Riley Rd that resulted from the storm damage to the service entrance; and

Whereas, Kevin Viken is an owner of 6718 Riley Rd and has the authority to enter into this agreement:

It is hereby agreed by and between the undersigned as follows:

The City of Evansville/ Evansville Water and Light will pay to Kevin Viken the amount of \$206.49 to assist him in covering his loss caused by the storm damage to the service entrance on or about July 26th, 2023. In exchange, Kevin Viken agrees to waive any and all claims, known or unknown, that he may have against the City of Evansville/ Evansville Water and Light and/or any of its employees or officials that may have arisen or may arise as a result of the storm damage to the service entrance on or about July 26th, 2023 and holds the City of Evansville/ Evansville Water and Light harmless thereon.

Dated this ___ day of February, 2024

Kevin Viken

CITY OF EVANSVILLE/ EVANSVILLE WATER AND

LIGHT Dated this ___ day of February, 2024

Scott Kriebs, Municipal Services Director



Phone: 1 (800) 535-4841

TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

INVOICE

Invoice Nbr.: 002578
Date: 15-Jan-2024
Due Date: 14-Feb-2024
AR ID: 4117-00-00
Location ID: 4117-00-00
Contract Period: 2/1/2024 to 1/31/2025

Bill To:	Ship To:
City of Evansville, WI 31 S. Madison Street PO Box 529 Evansville WI 53536 Attn: Melanie Crans	City of Evansville, WI

Terms	Customer PO Number
NET 30	

No.	Item	TOTAL PRICE
1	EAP Services (64 employees) 02/01/2024 - 01/31/2025 (1 of 1)	3,925.00

Please make checks payable and send to:

ESI Employee Services LLC
55 Chamberlain
Wellsville, NY, 14895

Total

3,925.00



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Unlon AP

Hello,

All of us at ESI are excited to start a new year serving you and all employees of **City of Evansville, WI**

In the past year, we totally revamped the Self-Help Resource Center to include new and updated videos, articles, webinars, and tools, including new Learning Centers on popular topics. These supplement our Peak Performance Employee Development Benefits, encompassing thousands of easy-to-use trainings in the ESI Online Training Center. Our Lifestyle Savings Benefit is especially useful in these tough economic times, with thousands of frequently updated deals, discounts, and perks from popular national brands. And our superlative Counseling benefit and one-to-one telephonic Coaching programs continue to be popular with employees.

We pledge to make every effort to deliver the best possible service to you and your employees.

To help complete the renewal process, we have attached the following:

- Your renewal contract – **Please sign and return the attached contract - we have enclosed a return envelope for your convenience.**
- Your renewal invoice – **Remit payment to the noted ESI address in the attached invoice.**

If you need additional information, please contact your Account Manager: **Laura Deyo**
lauradeyo@theeap.com 800.535.4841 Ext. 729

Sincerely,

Patricia M. Reardon

Vice President, Client Services

800.535.4841 Ext. 607 | pattyreardon@theEAP.com



www.theEAP.com



800.535.4841



Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **City of Evansville, WI** (“Client”) and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **2/1/24-1/31/25**.

I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue: 3**
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.
- **3 Session Model:** Includes an assessment, referral, and brief therapy as appropriate. Diagnosis driven treatment referrals are moved to the health insurance plan after the diagnosis is assessed.



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II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Information Resource Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes a comprehensive online personal and professional development trainings to help employees balance their work and personal life.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **GCN Compliance Training: NO**
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



VII. Term

- A. Either party may terminate this Agreement for breach upon 60 day's prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

VIII. Fees and Payment

- A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

- A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to this services provided for under this Agreement.
- C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



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 HealthCare EAP
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X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

City of Evansville, WI

 Gordon G. Bell, President

 Authorized Signature

 Date

 Date





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Employee Assistance Program (EAP) | EXHIBIT A

City of Evansville, WI ("Client") 2/1/24-1/31/25

Service Charges and Payment

- A. The total number of employees covered under this Agreement is **64**.
- B. Client agrees to pay ESI the sum of **\$3,925.00** annually.
- C. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of **64** to **150**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F. Trauma Responses available at **\$250.00** per hour plus travel time.
- G. DOT required Substance Abuse Evaluations - **\$850.00** each.

REFER TO SEPARATE HANDOUT LABELED 7D-7

ELECTRIC SUBSTATION AGREEMENT



City of Evansville

Community Development Department

www.ci.evansville.wi.gov
 31 S Madison St
 PO Box 529
 Evansville, WI 53536
 (608) 882-2266

Date: Friday, February 9, 2024
 To: Common Council
 From: Colette Spranger, Community Development Director
 Subject: CHS Oilseed Processing – Development Agreement and General Updates

Development Agreement:

- Tax Increment District Number 10
 - Officially created on January 10th by the Joint Review Board.
 - Incentive cap was increased to reflect mounting project costs.
 - City has been working with CHS and WEDA to promote a relief clause for Evansville regarding the state's rule that only 12% of the equalized value of the City can be contained in a TID. This is receiving bipartisan support in the state legislative houses.
- Site Plan
 - May notice subtle changes from what was conditionally approved in September.
 - Very minor in context of the site's size -- building footprints shifting 20 feet or building entrances altered are not as impactful as they would be on smaller sites in the City.
 - Some adjustments to the fenced boundary area around the main drop off/processing areas to accommodate these changes. Again – the large buffer around the processing plant means that such adjustments are less noticeable if one were observing the plant from County Road M or Weary Road.
- Landscape plan has been negotiated and City staff are satisfied. Much of the open area will be in cropland.
- Electric service improvements will have its own agreement.
- Wastewater discharge permits have been drafted by the City engineer and are under review by the attorney.
- There have been discussions of CHS being serviced by a new City well. This will likely necessitate an amendment to the original agreement.
- There have been initial discussions of a solar array located within the loop rail track. The development agreement will likely include language that references regulations and limits imposed by our energy provider.
- Requesting equal opportunity for local contractors to compete for bids and work on site.

Other Related Updates:

- CHS working with Fire District, Police Department on safety plans for construction.
- Initial meeting between City's new building inspection services and construction/engineering crews.
- Other complimentary ag businesses are starting to inquire about space in Evansville.

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, the parties entered into a “Final Land Divider’s Agreement – Settler’s Grove” on April 12, 2022; and

WHEREAS, the referenced final land divider’s agreement is marked as Exhibit A and attached hereto; and

WHEREAS, the parties wish to be relieved of any and all obligations and responsibilities under the referenced final land divider’s agreement;

IT IS HEREBY agreed by and between the undersigned as follows:

1. Grove Partners, LLC, the developer identified in Exhibit A, shall construct an 850 foot recreational pedestrian trail, pursuant to City of Evansville specifications, on city owned property as shown on the attached map drafted by the city engineer, said map being marked as Exhibit B and attached hereto.
2. The construction of the recreational pedestrian trail identified above shall be completed no later than August 31, 2024.
3. If Grove Partners, LLC, fails to complete the recreational pedestrian trail specified above by August 31, 2024, Grove Partners, LLC, must immediately pay to the City, on demand, an amount sufficient to construct and/or finish the recreational pedestrian trail.
4. The City of Evansville engineer shall specify the amount of money sufficient to construct and/or finish the recreational pedestrian trail if necessary pursuant to paragraph 3 above and all parties are bound by that cost estimate.
5. The City of Evansville shall submit the cost estimate identified in paragraph 4 above to Grove Partners, LLC immediately upon the City’s receipt of the same and Grove Partners, LLC shall immediately pay that amount to the City.
6. Grove Partners, LLC shall transfer ownership and full rights to previously created culvert engineering drawings and specifications completed by RH Batterman and Combs and Associates for previously anticipated culvert construction on Porter Road in the City of Evansville.
7. Upon Grove Partners, LLC’s completion of all of its obligations above, both Grove Partners, LLC and the City of Evansville will be fully released from any and all claims, obligations, and responsibilities either party has, to each other or to anyone else, under the April 14, 2022 final land divider’s agreement.
8. Upon Grove Partners, LLC’s completion of all of its obligations above, the City of Evansville will extend to Grove Partners, LLC, exclusively, a credit for park and recreational lands fees, pursuant to Evansville ordinances, as follows:
 - a. The credit will be based upon 850 feet of recreational trail and calculated at the rate of \$46 per trail foot for a total credit of \$39,100.

- b. The credit only applies to the land previously mapped and known as Settler's Grove (42 acres).
- c. The credit is only available to Grove Partners, LLC. It is not available to any of its members, principals, or to any other entity and/or to any subsequent purchasers of any portion of land previously identified as Settler's Grove.
- d. Grove Partners LLC's ability to claim the credit referenced above expires on August 31, 2034.

All signatories hereby represent that they have the authority to execute this document.

City of Evansville

Dated this ____ day of _____, 2024.

Dianne Duggan, Mayor

Dated this ____ day of _____, 2024.

Leah Hurtley, City Clerk

Grove Partners LLC

Dated this ____ day of _____, 2024.

By: _____

(print name and title)

Dated this ____ day of _____, 2024.

David Olsen

Dated this ____ day of _____, 2024.

Matt Brown

Dated this ____ day of _____, 2024.

Roger M. Berg

FINAL LAND DIVIDER'S AGREEMENT – Settler's Grove

This Agreement made this 14 day of April, 2022, between Grove Partners, LLC, hereinafter called the "Developer," and the City of Evansville, a municipal corporation of the State of Wisconsin, located in Rock County, hereinafter called the "City."

WHEREAS, Developer owns approximately 42.99 acres of land in the City of Evansville that is legally described in Appendix A;

WHEREAS, the above-described land is presently zoned A Agricultural District;

WHEREAS, Developer desires to subdivide and develop the above-described land for residential purposes to be known as Settler's Grove Subdivision, hereinafter called the "Subdivision", which will be zoned R-1, R-2, and R-3;

WHEREAS, on February 1st, 2022, the City's Plan Commission recommended to the City's Common Council approval of a preliminary plat for the Subdivision subject to certain conditions, and on February 8th, 2022, the Common Council approved a preliminary plat for the Subdivision subject to certain conditions;

WHEREAS, the Plan Commission and the City Council have reviewed this final land divider's Agreement for the Subdivision;

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 Subdivision.

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 I. Land; General Conditions

- A. **Easements.** Developer hereby grants a temporary easement over all areas not platted as public to the City for access and inspection during construction of the Public Improvements described in Article III.
- B. **Fees In Lieu of Park and Recreation Land Dedication.** Construction of paved recreational trail, beyond article III-H requirements, shall satisfy Developer's obligations for the fees in lieu of dedicated park and recreation lands. Additional trail construction will be done in accordance with City direction and requirements on City-owned areas outside the plat at \$46.00/centerline foot to satisfy the remaining \$150,473.46. If the City-directed path construction results in using less than this amount, the Developer will be required to pay the remaining balance to the City within 60 days of written request. If the City-directed path construction results in using more than this amount, the Developer will invoice the City and the City will

EXHIBIT A

Final Land Divider's Agreement Settler's Grove

reimburse the Developer within six (6) months of when the path construction is completed. In either case, the total amount of the City-directed path construction will not exceed 3,700 feet in cumulative length.

- C. Survey Monuments. Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to any particular phase being accepted. Internal survey monuments shall be installed after the Public Improvements described in Article III are completed.
- D. Deed Restrictions. Developer shall execute and record deed restrictions and this agreement in a form as will be separately approved by the City prior to the sale of any lots in the subdivision. Such restrictions shall include, but are not limited to, covenants as follows: that there shall be no further division or subdivision of lots unless in accordance with City ordinances; that there shall be no residential development on outlots without the consent of the City and that this final land divider's Agreement has been entered into between Developer and the City, a copy of which is on file in the City Clerk's office.
- E. Advertising Signs. Developer agrees that any temporary signs placed anywhere in the Subdivision to advertise the Subdivision shall comply with Article X of Chapter 130 of the Evansville Municipal Code.
- F. Construction Trailers. Small construction trailers may be located at the Subdivision on a temporary basis during the construction of the improvements described in Article III of this Agreement.
- G. Grading, Erosion and Silt Control.
 - 1. Developer agrees to submit a plan for the maintenance and disposition of on-site topsoil.
 - 2. Prior to commencing site grading, Developer shall submit for approval by the City Engineer a grading plan. The plan shall provide sufficient control of the site to prevent siltation downstream from the site. Developer shall provide to the City written certification from the Developer's engineer that the plan, in its execution, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including provision for notification of land disturbance to the State of Wisconsin Department of Natural Resources.
 - 3. Developer shall cause all grading, excavation, open cuts, and site slopes and other land surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications on file with the City Clerk's office.
 - 4. Developer shall immediately place effective erosion control procedures along downslope areas and along sideslope areas as required to prevent or

reduce erosion where erosion during construction will result in a loss of soil to waters of the state, public sewer inlets or off-site. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of Wisconsin Administrative Code, Department of Safety and Professional Services (SPS) 321.125, shall be properly implemented, installed and maintained by Developer, building permit applicants, and the subsequent landowners. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained by Developer until the site has been stabilized.

5. Developer shall restore all disturbed areas and re-grade any areas not allowing the flow of surface water as specified in the grading plan.

H. Applicability. The requirements of this Article I apply to the construction and installation of sanitary sewers, water mains, public streets (including signage), private streets, electrical systems, landscaping and storm water management facilities and shall remain in effect until the acceptance, by resolution adopted by the Common Council, of all Public Improvements required by this Agreement.

I. Development Type and Density. Developer intends to construct or cause/promote the construction of multi-family (R3) housing on lots 47, 48, and 49 with 6-8 units on each lot and 4-6 units on Lot 50. Lots 6, 79, 77, 51, 52, 58-64, 46, 93, and 38 are designated duplex (R2) lots and all others will be single-family (R1) lots. Developer shall construct or cause/promote the construction of at least 125 dwelling units in the Development.

ARTICLE II. Phases and Development.

A. Construction of Public Improvements. Developer shall complete installation of the Public Improvements described in Article III in phases of not less than six lots, if the Developer notifies the city at least 30 days in advance and obtains approval of the same. Developer shall install as part of a phase or sub-phase any Public Improvements which are not physically located within said phase or sub-phase but are necessary to serve the lots within it.

B. Timing of Phases. Developer shall begin the installation of Public Improvements described in Article III for each phase of the Subdivision as follows:

1. For the first phase (lots 38-46, lots 62-64, and lot 93), as soon as the Developer has obtained all necessary approvals of the Plans and Specifications described in Article III or for the first phase, and has filed with the City Clerk all required documents, including but not limited to the irrevocable letter of credit referenced in Article IV, Section C, and construction drawings for the entire plat or first phase have been submitted and approved.

2. For the second phase, after all plans for the remainder of the plat have been

approved and the latter of completion of either the first phase, or completion of the first lift of asphalt referenced in Article III, Section G, for all public streets within Phase I of the Subdivision, and as-built drawings have been submitted as referenced in Article V, Section A and B.

3. For subsequent phases, after the latter of completion of either earlier phases, or completion of the first lift of asphalt referenced in Article III, Section G, for all public streets within Phase II of the Subdivision and as-built drawings have been submitted as referenced in Article V, Section A and B..

ARTICLE III. Public Improvements.

- A. Public Improvements. As used in this Agreement, the term "Public Improvements" shall mean the water distribution system, sanitary sewer system, public street; sidewalks, trails, surface water drainage system and retention pond, electrical system and street lights, landscaping, street signs and traffic control signs described in this Article III to be dedicated to the City under Article V.
- B. 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 Subdivision, 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.
- C. Method of Improvement. Developer agrees to engage contractors for all Public Improvements included in this Agreement who are qualified to perform the work and who shall be designated as qualified for such work by the City Engineer. The Developer shall have all such contractors execute an agreement as to liability/indemnity and insurance pursuant to the format set forth in Appendix B to this Agreement and file executed document with the city. Developer further agrees to use materials and make the various installations in accordance with the approved Plans and Specifications. Developer further agrees to require all such contractors to pay wages as required by the Wisconsin Department of Workforce Development.
- D. Water Distribution System.
 1. Developer shall construct, install, furnish, and provide a complete system of water distribution including, but not limited to, piping, valves, fittings, fire hydrants, and water pressure boosting system (with permanent standby generator) throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of water systems in the City of Evansville and as approved by the City Engineer.
 2. Upon completion of each phase or sub-phase, Developer shall pressure test, leakage test, and bacteria test according to City and State requirements the

entire water distribution system, and repair any defects as determined by the City Engineer, prior to acceptance by the City. The City shall be provided with a copy of these tests.

3. City shall issue no building permit for any lot until the portion of the water distribution system serving such lot has been accepted by the City.
4. Developer shall construct a water boosting station (including standby generator) designed to the standards and requirements of the City to service lots above the elevation 960 feet. An extended warranty of five years covering parts and labor shall be furnished to the City upon acceptance of the station.

E. Sanitary Sewer System.

1. Developer shall construct, furnish, install, and provide a complete sewerage system throughout the entire Subdivision all in accordance with 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 and as approved by the City Engineer.
2. Upon completion of each phase or sub-phase, developer shall pressure test, leak test, and mandrel test according to City and State requirements the entire sanitary sewer system and repair any defects as determined by the City Engineer prior to acceptance by the City. Developer shall provide copies of all tests conducted to the City.
3. Upon completion of each phase or sub-phase, Developer shall clean all sanitary sewers, televise the sanitary sewer system, provide a copy of the televised video to the City and shall repair any defects as determined by the City Engineer prior to presenting the Public Improvements for acceptance by the City.
4. City shall issue no building permit for any lot until the sanitary sewer serving such lot has been accepted by the City.

F. Surface Water Drainage System.

1. Developer shall construct, install, furnish, and provide adequate facilities for storm and surface water drainage throughout the entire Subdivision. Improvements shall include, but are not limited to piping, inlets, junction structures, on-site ponds, off-site ponds and storm water appurtenances. Developer shall construct storm and surface water drainage systems and to perform the grading plan in accordance with the approved Plans and Specifications; applicable federal and state regulations; and local ordinances, regulations and guidelines.
2. Developer shall modify the off-site regional storm water pond on parcel 6-27-970C.1 if necessary to satisfy current State and City storm water requirements as part of the first sub-phase of the Subdivision.

Final Land Divider's Agreement Settler's Grove

3. Developer shall maintain roads free from mud and dirt from construction of the Subdivision. Any mud or dirt remaining after 48 hours of initial deposit, shall be cleaned and removed by the City, with all costs and penalties billed to developer.
4. City will issue no building permit for any lot until the finish grading of the entire phase, including that lot, has been accepted by the City. Finish grade shall be defined as spot elevations at lot corners
5. City shall issue no occupancy permits for any lots in a phase until the storm water management features for that particular phase have been accepted by the City.
6. City shall retain the right to require Developer to install additional storm and surface water drainage measures and erosion control measures as needed in accordance with generally accepted engineering standards prior to acceptance by the City of the storm and surface water drainage improvements.
7. Upon completion of each phase or sub-phase, Developer shall clean all storm sewers and shall repair any defects as determined by the City Engineer prior to presenting the improvements for acceptance by the City.
8. Developer shall re-grade areas as directed by the City if developer or contractors who grade individual lots do so in a way that interferes with the flow of surface water as specified in the grading plan.
9. Developer shall provide and guarantee the healthy establishment of vegetative cover planted within storm water basins, swales or green ways for a period of three (3) years from the date of the City's acceptance.
10. Developer agrees that the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any Lot in the subdivision will be listed on the final approved construction plans. After approval by City, the developer shall record those elevation numbers with each lot. Proof of such recording shall be provided to the City by the Developer. For all lots adjacent to stormwater management areas (Lots 1-3 and 39-45), after building permits are issued and at foundation and footing inspections the Building Inspector shall be provided verification of the top of foundation and the elevation of the lowest opening in the foundation by a registered surveyor. For all other lots, a contractor's certification verifying the as-built elevations will be acceptable.

G. Public Streets.

1. Developer shall grade and surface all streets in the Subdivision in accordance with the plat of said subdivision and the Approved Plans and

Final Land Divider's Agreement Settler's Grove

Specifications. All work shall be in accordance with and all applicable local ordinances, specifications, regulations and guidelines for the construction of roads in the City of Evansville and as approved by the City Engineer.

2. Developer agrees to furnish to the City a copy of the plan showing the street grades in front of each lot and finished yard grade. This information shall be provided prior to the issuance of building permits.
3. Developer shall complete the streets by phase or sub-phase through installation of road base, curbs and gutters. All streets shall be constructed to the furthest extents of the subdivision plat and shall present them for preliminary acceptance by the City.
4. Developer shall clearly identify streets, lots and addresses within the subdivision with temporary signage before building permits for lots in the subdivision are issued by the City.
5. Developer shall complete the first lift of asphalt on all the streets in a phase or sub-phase no later than one (1) year after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
6. Developer shall not construct driveway openings at locations already indicated for sidewalk ramps on the plans. A neat, full width sawcut of the curb will be allowed for parcels not adjacent to sidewalk ramps.
7. Developer shall complete the final lift of asphalt after at least one (1) winter season, but no later than two (2) years after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
8. Developer shall maintain the streets in the Subdivision to be free of debris, trash, mud, ice, and snow until accepted by the City.
9. The Developer shall fully improve Porter Road to City standards to the western edge of Windmill Ridge on the north side and Westfield Meadows on the south side. Developer is also responsible for continuing full Porter Road improvements to the eastern edge of the Settlers Grove Plat on the North side and to the Union Township border on the south side. The city will accept costs not to exceed \$150,000 related to replacing the existing culvert carrying discharge from the regional stormwater pond. The maximum length of this new culvert will be 70 feet. The developer will finance the engineering and construction of the culvert over seven (7) years. The City agrees to make annual payments in a minimum amount of \$25,000 starting no later than 12 months after the construction of the culvert has been completed, and due thereafter on or before successive anniversary dates until the full amount has been paid. Developers shall fully improve Porter

Road (excluding curb and gutter and sidewalk on the Union Township/south side) including all City required utilities and township specific road construction.

H. Sidewalks\Trails

1. Developer shall construct, furnish, install, and provide five-foot wide concrete sidewalks within the public rights-of-way on both sides of all public streets at the same time as curb and gutter in the first phase. On subsequent phases, the Developer may request the City to allow deferring sidewalk construction until after the curb and gutter is constructed and individual homes are constructed, but prior to occupancy being granted on that particular home.
2. Developer shall remain responsible to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.
3. Developer shall construct a 10' wide paved asphalt recreation trail per City direction and requirements through Outlot 4(adjacent to Lot 45) allowing for a connection to the east and then through Outlot 5 from South Eighth Street to Baker Avenue. (See Exhibit 2) The Recreational trail shall be installed by the earliest of: A.) when 50% of lots are completed in the subdivisions or B.) December 31, ~~2025~~, or C.) when Morgan Drive binder asphalt is completed. **2028**
4. Developer shall construct 5' wide mid-block/connecting concrete sidewalks from the eastern edge of outlot 4 intersecting with the recreational trail; on Outlot 5, between Lots 48 and 49; on Outlot 5, between lots 57 and 58; on Outlot 6 between lots 70 and 71; on Outlot 6 between lots 85 and 86; on Outlot 3 between lots 27 and 28, by the earlier of (see Exhibit 2): A.) when occupancy permits are issued for adjacent lots, B.) when 50% of lots are completed in the subdivisions or C.) December 31, ~~2025~~. **2028**

I. Electrical System.

1. Developer shall request an estimate for the cost of installing the electrical system from the Water and Light Superintendent for each phase or sub-phase at least 45 days in advance of expected installation date.
2. Developer shall pay, in advance, to the Evansville municipal electric utility the amount of the utility's estimate of the cost of installing the electrical system in the Subdivision including, but not limited to, the bases for transformers, but not including the transformers themselves, within ten (10) days of receiving the estimate from the utility. Installation will be done in sub-phases as close as practical to the sub-phases for the other Public Improvements.

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, 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 in the subdivision. 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.

J. Landscaping.

1. Developer shall remove and lawfully dispose of all outbuildings, destroyed trees, bush, tree trunks, shrubs, and other natural growth and all left over construction materials, construction debris and rubbish from each phase or sub-phase of the Subdivision after the completion of improvements in each phase or sub-phase. The Developer shall not bury any of the materials described in this paragraph in any portion of this Subdivision.
2. Developer shall require all purchasers of lots to plant a tree on each lot and the greater of A) two trees in the terrace, or B) one tree per dwelling unit in the terrace. Trees shall be of a variety and caliper size approved by the City and planted no later than the fall or spring immediately following completion of the house on each lot. Developer shall plant any and all street trees required by this paragraph if any home purchasers of lots fail to do so in a timely fashion. The location of said planting shall be identified on construction drawings and approved by the City to assure that the plantings will not impact underground utilities.

K. Street Signs.

1. City shall purchase and install all street signs in the subdivision. The Developer shall reimburse the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install street signs, within thirty (30) days of billing.

L. Traffic Control Signs.

1. City shall provide and apply pavement striping at each crosswalk within the Subdivision and at intersections and approaches outside but near the Subdivision. The Developer shall reimburse the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install pavement striping, within thirty (30) days of billing.
2. Developer shall reimburse the City the cost of purchasing and installing all traffic control signs including, but not limited to, the cost of labor provided

by City employees to install such signs, within thirty (30) days of billing.

M. Correction of Defects. Developer shall correct defects due to faulty materials or workmanship in any Public Improvement which appear within a period of one (1) year from the date the letter of credit referenced in Article IV, Section C, is released, and shall pay for any damages to City property resulting therefrom. The City may refuse to accept the Public Improvements unless and until they conform to generally accepted industry standards. This correction period does not affect or bar claims for negligence discovered at a later date. Wisconsin law on negligence shall govern negligent workmanship.

N. Additional Improvements.

1. Developer agrees that if modifications to the Plans and Specifications including, but not limited to, additional drainage ways, sanitary sewers, water mains, erosion control measures and storm and surface water management facilities are necessary in the interest of public safety or are necessary for the implementation for the original intent of the Plans and Specifications, the City is authorized to order Developer, at Developer's sole expense, to implement the same, provided such order is made in writing to Developer not later than two (2) years after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications are deemed necessary if needed to meet or conform to generally accepted engineering standards or change in any regulation, law, or code.
2. Developer shall identify the design of, location on outlots or easements, and perpetual maintenance plans for USPS approved cluster mailbox facilities. No building permits shall be issued until USPS approval of mail delivery for the subdivision is submitted to the City. Costs to install and maintain mail delivery services to the subdivision are the responsibility of the Developer, and will not be the responsibility of the City.
3. Developer shall develop all lots in the subdivision with dwelling units or residential structures that contain the following on the front façade: A) front porches and B) garages no more than 55% of the front façade width.

ARTICLE IV. Obligation to Pay Costs.

A. Reimbursement of Professional and Out-of-Pocket Expenses. Developer agrees to reimburse the City for any costs due to the use of professional staff, including, but not limited to, City Engineer, City Planner, on-site monitor, and City Attorney, in connection with this Agreement. Costs shall be based on invoices or actual out-of-pocket expenses incurred by the City with no overhead added by the City. Upon request, City agrees to provide detailed information related to the hours, rates and description of tasks on the invoices.

B. Developer's Obligation to Pay Costs. Developer agrees that it is obligated to construct, furnish, install, and provide all public improvements in the Subdivision or necessary for the Subdivision at its own expense or to pay the City's or municipal utility's costs of constructing, furnishing, installing, and providing such public improvements. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to be able to perform any obligation of the Developer under this Agreement, Developer agrees the Developer is obligated to pay such cost.

C. Irrevocable Letters of Credit.

1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter describing the scope of the phase or sub-phase that Developer intends to construct and (ii) an irrevocable letter of credit in favor of the City from a lending institution approved by the City in a form approved by the City in an amount sufficient, as determined by the City Engineer, to pay the costs the City would incur to complete all Public Improvements for the particular phase or sub-phase.
2. No construction of Public Improvements for a phase or sub-phase shall begin until Developer has filed with the City Clerk an irrevocable letter of credit that meets the requirements of the preceding paragraph.
3. The City Engineer shall determine the amount of each irrevocable letter of credit based on the scope of the Public Improvements for the phase or sub-phase.
4. The irrevocable letter of credit for each phase or sub-phase shall not expire until two (2) years from the date on which the irrevocable letter of credit is issued.
5. Developer shall provide an extension of the duration of such irrevocable letter of credit, upon demand by the City, if not all of the Public Improvements for the phase or sub-phase have been completed and accepted prior to its expiration.
6. Such irrevocable letter of credit shall stand as security for the reimbursement of costs the city expends or may need to expend under this agreement for the completion of public improvements under this agreement, and for the completion of Public Improvements for the phase or sub-phase, until the City accepts the Public Improvements for the phase or sub-phase pursuant to Article V.
7. Any letter of credit called for under this agreement will provide that the lending institution providing the letter of credit shall pay to the City any draw upon demand, and upon its failure to do so, in whole or in part, the City shall be empowered in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said demand, or

satisfaction cost, upon each and every lot in the subdivision payable in the next succeeding tax year.

8. The City, in its sole discretion, shall permit the amount of each letter of credit to be reduced by an amount reasonably proportionate to the cost of the Public Improvements that are paid for by Developer and accepted by the City, provided that the remaining letter of credit is sufficient to secure payment for any remaining Public Improvements required, through the issuance of a letter from the City Administrator to the lending institution that issued such letter of credit agreeing to such reduction.

- D. City Costs. The City will be responsible for any development fees and costs applicable to City-owned land.

ARTICLE V. Dedication and Acceptance.

- A. Digital File of Final Plat. Developer shall furnish the City with a copy of the digital file of the drawing of the final plat, and the City may make any use it believes is appropriate of this file including, but not limited to, furnishing this file to the City Engineer and to Rock County to update digital parcel maps of the City.
- B. Statement of Costs. Within 60 days of City's request the Developer shall furnish the City with a statement of the total costs of Public Improvements in each of the following categories: (1) streets (including signage) and sidewalks, (2) sanitary sewers and lift station, (3) water distribution system, (4) surface water drainage system, (5) electrical system, (6) landscaping. If requested to do so by the City, Developer shall furnish statements of such information by each phase or sub-phase. This information is required for the City's accounting records and reports to state agencies such as the Public Service Commission.
- C. City Responsibility. The City shall perform no repairs or maintenance on the Public Improvements until accepted by the City. Trash and garbage removal service and snow removal will be provided by the City for each phase or sub-phase upon the issuance of the first occupancy permit in each such phase or sub-phase.
- D. Dedication. Developer shall, without charge to the City, upon completion by phases or sub-phases of all Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors an assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such Public Improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City decides, with no payment or award to, or consent required of, Developer. Dedication by Developer shall not constitute acceptance of any improvements by the City; Developer shall be responsible for all maintenance of Public Improvements

serving the phase or sub-phase until accepted by the City.

E. Acceptance of Work.

1. The City shall provide an onsite resident inspector, at the developer's sole expense, to inspect the underground Public Improvements required by this Agreement as they are constructed and upon completion for compliance with local and state codes. The City may, at its discretion, may allow the Developer to provide a resident inspector that will perform the same function. The resident inspector shall certify to the City Engineer that all underground improvements have been properly installed. The City Engineer shall inspect the above ground Improvements, and if acceptable, the City Engineer shall certify such underground and above ground Public Improvements as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur as soon as possible upon written notice by the Developer to the City Engineer that Developer desires to have the City inspect a Public Improvement.
2. After the Developer has installed all required Public Improvements, the Developer shall notify the City Engineer in writing that the work is complete and ready for final inspection. The City Engineer shall inspect the Public Improvements and forward a letter to the Developer indicating approval or disapproval. When the Public Improvements have been approved by the City Engineer, the City shall prepare a final billing for any engineering, inspection, administrative, and legal fees remaining due and shall submit it to the Developer for payment. In addition, the Developer and all general contractors and subcontractors shall file lien waivers or affidavits in a form acceptable to the City and approved by the City Attorney, evidencing that there are no claims, actions or demands for damages, arising out of or in any way related to the project and that no moneys are owed to any surveyor, mechanic, subcontractor or laborer. When the remaining engineering, inspection and legal fees have been paid and when the necessary lien waiver affidavits have been filed, and City has been provided with proof that the covenants and restrictions for the plat have been recorded, a Resolution accepting the Public Improvements constructed pursuant to this Development Agreement will be prepared and presented to the City Council for final approval. Upon approval of the Resolution, the Public Improvements will be accepted by the City.
3. The sanitary sewer, water mains, and any respective service lateral shall not be accepted for a permitted phase until as built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the City. Further, the water system installation shall not be accepted until bacteriologically safe samples are obtained by a certified agency. The Developer shall be responsible for flushing the mains, obtaining the samples and have all tests completed as may be required for the City's acceptance.

Final Land Divider's Agreement Settler's Grove

4. Developer agrees to provide for maintenance and repair of all Public Improvements until such Public Improvements are formally accepted by the City by Resolution of the City Council.
 5. The City will provide timely notice to the Developer whenever inspection discloses that an improvement does not conform to the standards and specifications shown on the Plans and Specifications or is otherwise defective. The Developer shall have (30) days from the issuance of such notice to correct the defect. The City shall not declare a default under this Agreement during the 30 day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.
 6. Prior to final acceptance, the Developer shall provide City with as-built plans. As-built plans shall be provided in both an electronic format and in hard copy. As-built plans in electronic format and readable by AutoCAD must be provided showing all horizontal and vertical locations of public sanitary, water, and storm water utilities i.e. manholes, hydrants, water main bends and tees, valves, sanitary and water lateral curb boxes, inlets, endwalls, etc. All vertical information shall be on NAVD88 datum. The profile drawings must also show the diameter, length and slope of all pipes. In addition, Developer shall provide City as-built-plans showing the finished surface elevations at all lot corners demonstrating positive drainage between lot corners, and also showing the finished surface elevation of all stormwater management ponds, swales and infiltration areas for the Phase in question. The horizontal location of all water and sewer services shall be located as follows: (1) Sewer laterals shall be located by the distance to the sewer 'wye' from the downstream manhole, (2) The ends of stubbed sewer laterals for future connection shall be located and the elevations determined and shown, (3) Water laterals shall be located by the distance from the nearest hydrant or valve on the main (whichever is closest) to the corporation stop, (4) The distance to the curb stop from the main shall also be provided.
- F. Any bends in the water main shall be indicated by the length from the nearest main-line valve. For mapping purposes, a single electronic point file of the entire development describing the as-built surface features of the new sanitary sewer, water system and storm sewer system, i.e. manholes, hydrants, water main bends, lateral curb boxes, valves, inlets, end walls, etc., on the Rock County Coordinate system must be provided. This point file must include; northing, easting, elevation (NAVD88), and a point description. The City Engineer can obtain the electronic file for the surface features, at the Developer's cost, when requested by either the City or the Developer, provided that the Developer locates these features in the field. The City Engineer will update all applicable City maps and computer water and stormwater models. The cost of updating of City maps and computer water and stormwater models to incorporate this development shall be borne by the Developer.
- G. All sanitary sewer mains shall be televised in accordance with the City's standard specifications. A colored digital recording of the televising as well as a written report of

the location of laterals and lengths of pipe shall be provided to the City before final acceptance of the sewer.

ARTICLE VI. Issuance of Building Permits/Occupancy Permits.

- A. No building permits shall be issued by the City for any lot in the Subdivision until the Common Council has approved this Agreement and the final plat of the Subdivision. Additionally, no building permit shall be issued until the Developer has paid in full all sums that are required to be paid within ten (10) days of approval of this Agreement by the Common Council, the City Clerk has signed the final plat and the final plat has been recorded.
- B. No building permits shall be issued by the City until the developer has completed the installation of survey monuments.
- C. No building permits shall be issued by the City for any lot on a street until the road base, sidewalk, curb and gutter have been completed and preliminarily accepted by the City.
- D. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- E. No building permit shall be issued by the City for any lot in a phase or sub-phase until all rough site grading for the phase or sub-phase has been completed to within 6" of final grade and accepted by the City.
- F. No occupancy permit shall be issued by the City for any lot until the first lift of asphalt has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until the final grade is complete and stormwater management practices serving such lot have been completed and accepted by the City.
- H. No occupancy permit shall be issued by the City for any lot until required street trees and sidewalks are installed or costs of such installations have been escrowed with the City.
- I. The City reserves the right to withhold issuance of any and all building and/or occupancy permits if Developer is in violation of this Agreement.

ARTICLE VII. Default and Remedies.

- A. Events of Default. As used in this Agreement, the term "Event of Default" shall include, but not be limited to any of the following:
 - 1. Failure by the Developer to pay the City any fees, charges or reimbursement required to be paid under this Agreement.
 - 2. Failure by the Developer to commence and complete the construction of any

Public Improvements pursuant to the terms of this Agreement.

3. Failure by the Developer to maintain an irrevocable letter of credit adequate to complete the Public Improvements of any phase or sub-phase pursuant to Article IV.
 4. Failure by the Developer to observe or perform or cause to be observed or performed any covenant, condition, obligation or agreement on its part to be observed or performed as set forth in this Agreement.
- B. Remedies on Default. Whenever any Event of Default occurs the non-defaulting party may suspend its performance under this Agreement and, upon thirty (30) days written notice of the right to cure such default, may pursue any legal or administrative action, including the authority to draw upon the irrevocable letter of credit described in Article IV, which appears necessary or desirable to compel the defaulting party to comply with this Agreement and/or to seek an award of monetary damages.
- C. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice in this Article VII.
- D. No Additional Waiver Implied by One Waiver. In the event that any agreement contained in this Agreement should be breached by another party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- B. Severability. If any term of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remaining terms shall be in full force and effect.
- C. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between City and Developer and supersedes all prior discussions and agreements whether written or oral between the parties. This Agreement constitutes the sole and entire Agreement between City

and Developer and may not be modified or amended unless set forth in writing and executed by City and Developer with the formalities hereof.

- D. Status of City. Nothing herein shall be deemed to create or establish the City as a copartner or joint venturer with Developer in the design, construction, ownership or operation of the Subdivision; nor shall the City be entitled to proceeds or revenues derived from the ownership or operation of the Subdivision.
- E. Good Faith. Any actions taken pursuant to this Agreement will be measured by an implied covenant of good faith and fair dealing.
- F. Ordinances and Municipal Code. All provisions of the City's ordinances and Municipal Code are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length herein. This Agreement and all work and the Public Improvements herein shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.
- G. Acknowledgement from Lot Purchasers. Developer agrees to deliver the purchaser of any lot within the Subdivision, before closing, a copy of Appendix C and agrees to obtain from each lot purchaser, at or before closing of the purchasers lot, acknowledgment of the receipt of a notice in the form attached hereto as Appendix C, and Developer shall provide a copy of such acknowledgment to the City.
- H. General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or documents incorporated herein by reference, Developer shall indemnify and save harmless the City, its trustees, officers, agent, independent contractors, and employees, and shall defend the same from and against any and all liability, claims, losses, damages, interests, action, suits, judgment, costs, expenses, attorney fees and the like to whomever owned and by whomever and whenever brought or maintained which may in any manner result from or arise in the cause of, out of, or as a result of the following acts or omissions of Developer:
1. Negligent performance of this Agreement.
 2. Negligent construction or operation of improvements covered under this Agreement.
 3. Violation of any law or ordinance.
 4. The infringement of any patent trademark, trade name or copyright.
 5. Use of public street improvements prior to their dedication and formal acceptance by the City.
 6. In any case where judgment is recovered against the City for any one or more of the foregoing acts or omissions of Developer, if notice and opportunity to defend has been delivered to Developer of the pendency of the suit, within ten (10) days after the City has been served with the same, the judgment shall be conclusive of Developer and not only as to the amount of damages, but also as its liability to the City, provided such judgment has become final and all rights of appeal have been exhausted, or if no appeal has been filed, all appeal periods have expired.

7. Developer shall name as additional insured on its general liability insurance the City, its trustees, officers, agents, employees and independent contractors hired by the City (including without limitation the City Engineer) to perform services with respect to this Agreement and give the City evidence of the same upon request by the City.
 8. Developer shall furnish a completed Appendix B prior to start of construction by any entity retained by or used by the Developer to fulfill the Developer's obligations under the Agreement.
- I. Heirs and Assigns. This Agreement is binding upon Developer, owners, guarantors, their respective heirs, successors and assigns, and any and all future owners of the subject lands.
 - J. No Assignment. Developer shall not assign its rights under this Agreement without the written consent of the City.
 - K. Amendments. The City and Developer, by mutual consent, may amend this Agreement at any regularly scheduled meeting of the City's Common Council, if properly noticed pursuant to the open meeting law. The Common Council shall not, however, consent to an amendment until after first having received a recommendation from the City's Plan Commission.
 - L. Notice. All notices, demands or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States mail. All such communications shall be addressed at the following, or other such address as either may specify to the other in writing:

To Developer:
Grove Partners LLC
Attn: Dave Olsen
5 Maple Street
Evansville, WI 53536

To City:
City Administrator
31 S. Madison St.
PO Box 529
Evansville, WI 53536
 - M. Binding Effect. This Agreement shall be permanent and run with the property described in Appendix A, and the rights granted and responsibilities assumed thereby shall inure to, and be binding upon, the parties, their heirs, successors and assigns. Developer's obligations under this Agreement cannot be assigned without prior consent of City; such consent shall not be unreasonably withheld.


Final Land Divider's Agreement Settler's Grove

Grove Partners LLC


By: 
DAVID OLSEN

(print name and title)

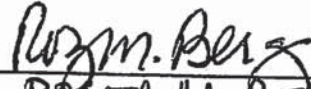
The obligations of the Developer stated above in this Final Land Divider's Agreement are hereby personally guaranteed by the undersigned, who state they fully understand and accept the responsibilities of the Subdivider.

 (SEAL)
DAVID A. OLSEN

(print name)

 (SEAL)
MATT BROWN

(print name)

 (SEAL)
ROBERT M. BERG

(print name)

(SEAL)

(print name)


Final Land Divider's Agreement Settler's Grove

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date stated.

CITY OF EVANSVILLE:


William Hurtley, Mayor

Date: April 14 2022


Darnisha Haley, City Clerk

Date: 4/14/2022

APPENDIX A

Property Descriptions

PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 28 AND PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 29, ALL IN T.4N., R.10E., OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: Beginning at a cast iron monument at the East 1/4 Corner of said Section 29; thence S0°56'49"E along the East Line of the SE 1/4 of said Section, 450.78 feet; thence S89°49'07"E 888.58 feet to the West Line of a Certified Survey Map recorded in Volume 30, Pages 262 thru 264; thence S0°32'26"E along said West Line, 881.74 feet to the South Line of the NW 1/4 of the SW 1/4 of said Section 28; thence N89°44'15"W along said South Line, 882.35 feet to the SE Corner of the NE 1/4 of the SE 1/4 of said Section 29; thence S89°39'02"W along the South Line of the NE 1/4 of the SE 1/4 of said Section 29, a distance of 819.60 feet; thence N0°55'03"W 1326.80 feet to the East-West Centerline of said Section 29; thence N89°19'52"E along said East-West Centerline, 818.88 feet to the place of beginning.

Note: The above description is subject to any and all easements and agreements, recorded or unrecorded.

APPENDIX B

Agreement as to Liability, Indemnity and Insurance

1. FOR VALUABLE CONSIDERATION, _____ (CONTRACTOR), hereinafter referred to as "Contractor," acknowledges that the work to be performed for construction of improvements (the "Work") in the Settler's Grove plat located in the City of Evansville, hereinafter referred to as "City," will be conducted in accordance with the latest edition of the project plans, specifications, and Municipal Codes as reviewed by the City Engineer and as approved by the City and any other agencies having jurisdiction and on file in the City Clerk's office.

2. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, for the Work whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

- A. Claims under worker's compensation, disability benefits and other similar employee benefits acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- C. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than CONTRACTOR's employees;
- D. Claims for damages insured by customary personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person for any other reason;
- E. Claims for damages, other than the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 2 to be purchased and maintained by CONTRACTOR shall include by endorsement as additional insureds (subject to any customary exclusion in respect of professional liability) the City and City

Engineer and include coverage for the respective officers and employees of all such additional insureds. A certificate of insurance shall be provided to the City along with the endorsements listed above. Failure to procure adequate insurance shall not relieve the CONTRACTOR of its obligation under this Indemnity/Hold Harmless Agreement.

3. Indemnification. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the City and the City Engineer, and the officers, directors and employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges for engineers, architects, attorneys and other professionals and all court or arbitration or other dispute, resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claims, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable regardless of whether or not caused in part by any negligence or omission of a person or entity indemnification hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

4. In any and all claims against the City or the City Engineer or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under worker's compensation acts, disability benefit acts or other employee benefit acts.

5. The indemnification obligations of CONTRACTOR under paragraph 3 shall not extend to that portion of liability of the City Engineer, and its officers, directors, employees or agents caused by the professional negligence, errors, or omissions of any of them.

6. CONTRACTOR further understands and agrees that the City, its officers, agents, employees and the City Engineer are not responsible for the CONTRACTOR's means and methods of construction and that the CONTRACTOR has the sole responsibility and liability for project safety.

APPENDIX C

The undersigned purchaser of Lot(s) _____ in the Settler's Grove Subdivision (the "Subdivision") hereby acknowledges that the City of Evansville will not issue a building permit/occupancy permit until the following conditions are met:

- A. No building permits shall be issued by the City of Evansville (the "City") for any lot in the Subdivision until the Common Council has approved the Final Land Divider's Agreement (the "Agreement") between Grove Partners LLC, (the "Developer") and the City, the City has approved the final plat of the Subdivision, Developer has paid in full all sums that are required to be paid within ten (10) days of approval of the Agreement by the Common Council, the City Clerk/Treasurer has signed the final plat, and the final plat has been recorded.
- B. No building permits shall be issued by the City for any lot on a street until the sidewalk, road base, curb and gutter have been completed and preliminarily accepted by the City.
- C. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- D. No building permit shall be issued by the City for any lot in a phase or sub-phase until all final site grading for the previous phase or sub-phase has been completed and accepted by the City.
- E. No building permit shall be issued by the City for the purchased lot until this Appendix C has been signed and submitted to the Building Inspector
- F. No occupancy permit shall be issued by the City for any lot until the first lift has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until a five-foot wide concrete sidewalk within the public right of way has been installed pursuant to municipal ordinances.
- H. No building permit shall be issued if building design does not conform to a 55 % maximum garage frontage of the total building facing the street on R-1 and R-2 zoned lots any single family dwelling; non-conforming construction may be required to be reconstructed into conformance or be subject to a maximum fine of \$25,000
- I. No occupancy permit shall be issued if a tree of a variety, caliper size and location approved by the City is not planted on each lot and the greater of A) at least two trees in the terrace, or B) one tree per dwelling unit in the terrace. Planting must be completed in the fall or spring immediately following completion of the house on each lot.

Additionally, the undersigned purchaser acknowledges:

- A. Builder shall maintain roads free from mud and dirt during construction in the Subdivision; any mud or dirt remaining after 48 hours of deposit may be cleaned and removed by the city or the developer with all costs and penalties billed to the builder
- B. Builder will report the as-built top of foundation and minimum elevation in the lowest opening in the foundation to the city building inspector to ensure conformance with city code, development plans, and agreements
- C. Builder will inform the city building inspector 24 hours in advance of pouring concrete sidewalks allowing for an inspection of the location and elevations of the concrete forms
- D. Builder shall remove and lawfully dispose of all leftover construction materials, construction debris and rubbish from each lot and construction site; burying materials described in this paragraph anywhere within the Subdivision is strictly prohibited and the builder may be required to remedy such action or be subject to fines and/or penalties as deemed fair to cover city or developer costs to do so
- E. Builder will ensure their excavation contractor final grades their lot(s) in a manner such that it will not interfere with the flow of surface water as specified in the grading plan

The undersigned purchaser acknowledges that there will be restrictions on the minimum elevations of the lowest opening of the foundation and waterproofing or pumping may be necessary to protect structures from ground water. Lowest opening and top of foundation will be shown on the final plat.

The undersigned purchaser acknowledges that this "Appendix C" shall be delivered to the person or entity initially occupying the dwelling on the lot if the undersigned purchaser is anyone other than the person or entity initially occupying the dwelling.

The undersigned purchaser acknowledges that the lots in the Subdivision are subject to zoning that requires each single-family dwelling to contain a minimum total number of square feet on the first floor and above, that the City has no obligation to change the zoning or grant a conditional use permit if such zoning makes it difficult to re-sell any lot in the Subdivision, and that the undersigned purchaser knowingly accepts such risk.

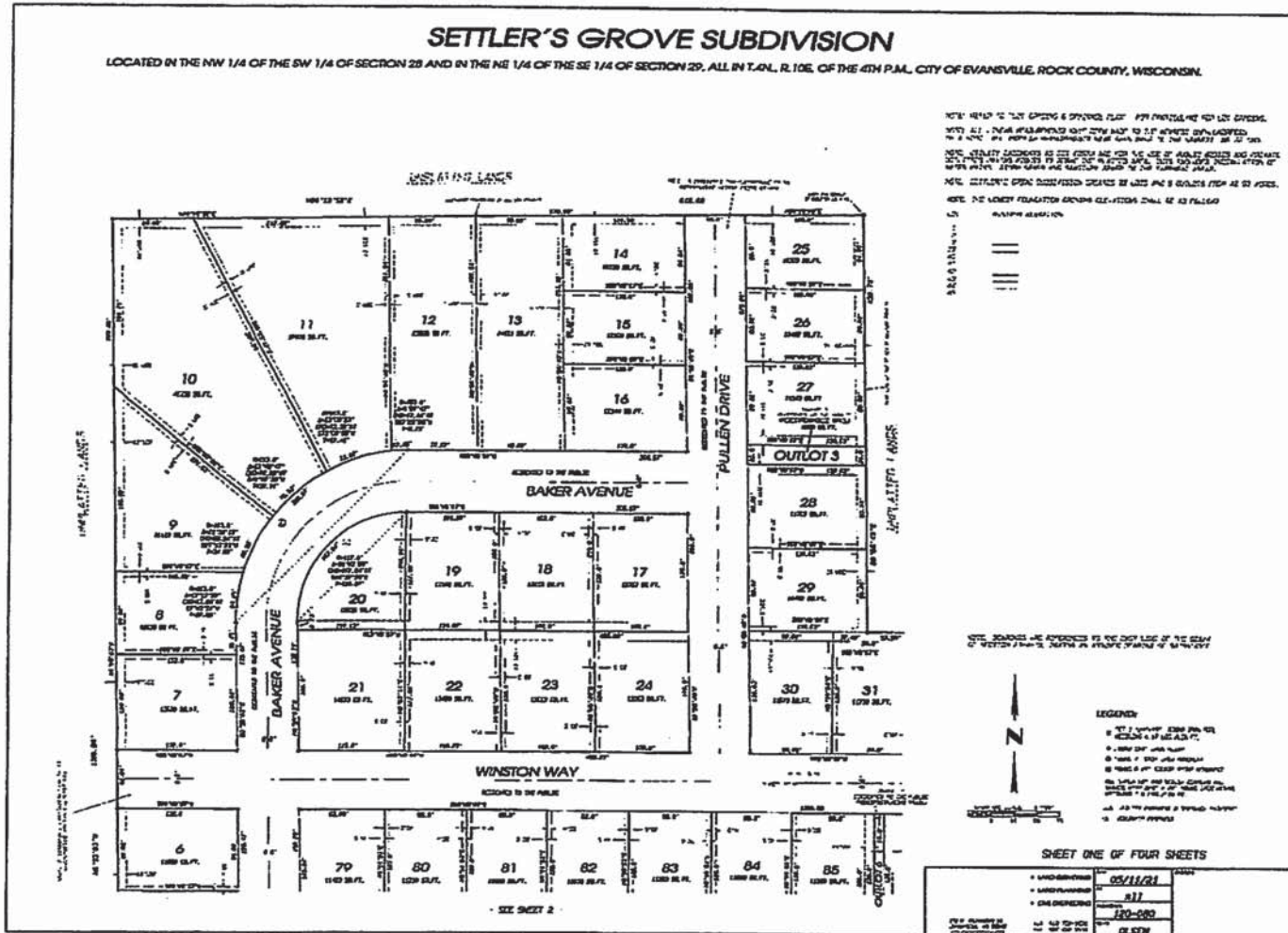
Acknowledged by:

Date:

Final Land Divider's Agreement Settler's Grove



Settler's Grove Subdivision



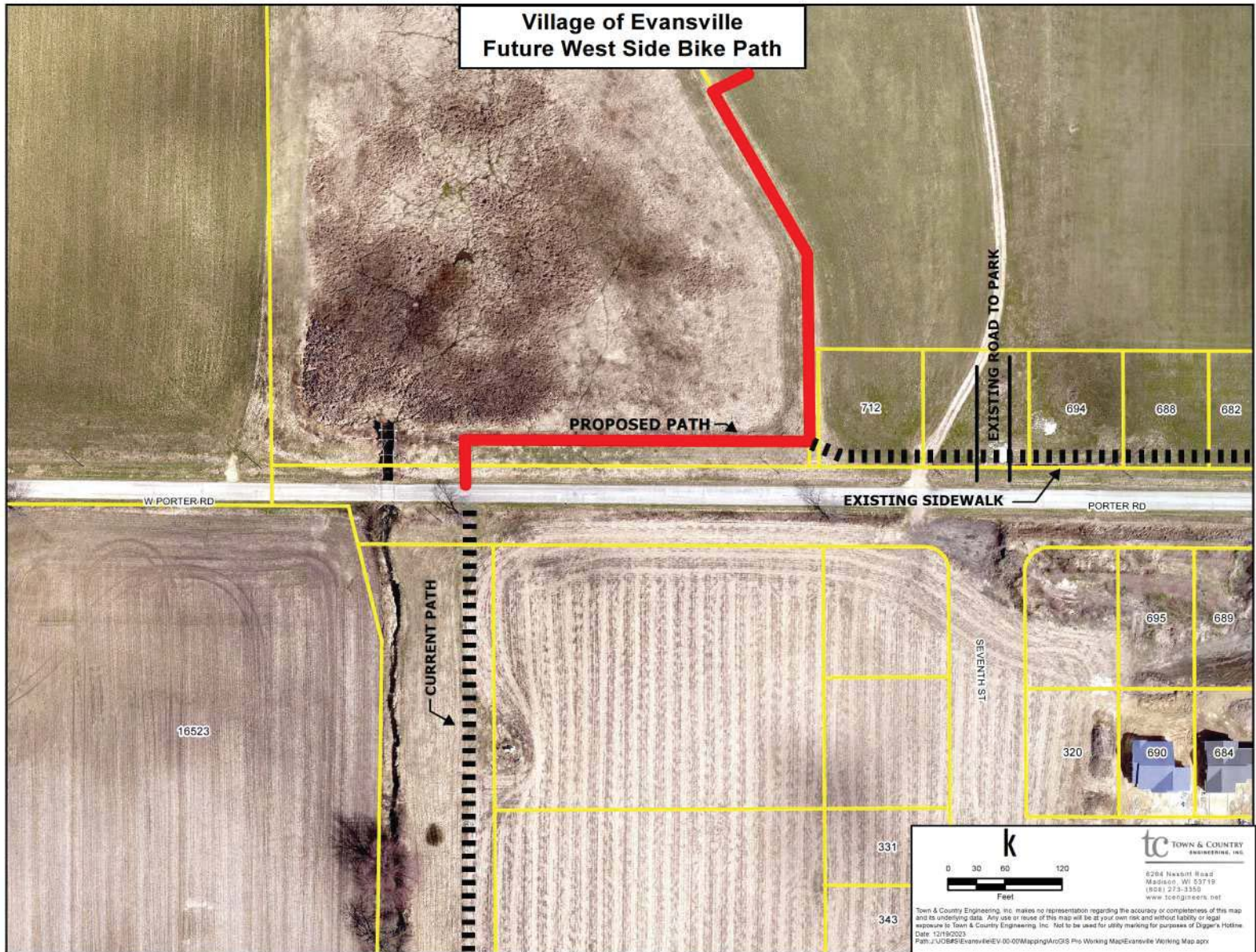


EXHIBIT B

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, the parties entered into a “Final Land Divider’s Agreement – Settler’s Grove” on April 12, 2022; and

WHEREAS, the referenced final land divider’s agreement is marked as Exhibit A and attached hereto; and

WHEREAS, the parties wish to be relieved of any and all obligations and responsibilities under the referenced final land divider’s agreement;

IT IS HEREBY agreed by and between the undersigned as follows:

1. Grove Partners, LLC, the developer identified in Exhibit A, shall construct an 850 foot recreational pedestrian trail, pursuant to City of Evansville specifications, on city owned property as shown on the attached map drafted by the city engineer, said map being marked as Exhibit B and attached hereto.
2. The construction of the recreational pedestrian trail identified above shall be completed no later than August 31, 2024.
3. If Grove Partners, LLC, fails to complete the recreational pedestrian trail specified above by August 31, 2024, Grove Partners, LLC, must immediately pay to the City, on demand, an amount sufficient to construct and/or finish the recreational pedestrian trail.
4. The City of Evansville engineer shall specify the amount of money sufficient to construct and/or finish the recreational pedestrian trail if necessary pursuant to paragraph 3 above and all parties are bound by that cost estimate.
5. The City of Evansville shall submit the cost estimate identified in paragraph 4 above to Grove Partners, LLC immediately upon the City’s receipt of the same and Grove Partners, LLC shall immediately pay that amount to the City.
6. Grove Partners, LLC shall transfer ownership and full rights to previously created culvert engineering drawings and specifications completed by RH Batterman and Combs and Associates for previously anticipated culvert construction on Porter Road in the City of Evansville.
7. Upon Grove Partners, LLC’s completion of all of its obligations above, both Grove Partners, LLC and the City of Evansville will be fully released from any and all claims, obligations, and responsibilities either party has, to each other or to anyone else, under the April 14, 2022 final land divider’s agreement.
8. Upon Grove Partners, LLC’s completion of all of its obligations above, the City of Evansville will extend to Grove Partners, LLC, exclusively, a credit for park and recreational lands fees, pursuant to Evansville ordinances, as follows:
 - a. The credit will be based upon 850 feet of recreational trail and calculated at the rate of \$46 per trail foot for a total credit of \$39,100.

- b. The credit only applies to the land previously mapped and known as Settler's Grove (42 acres).
- c. The credit is only available to Grove Partners, LLC. It is not available to any of its members, principals, or to any other entity and/or to any subsequent purchasers of any portion of land previously identified as Settler's Grove.
- d. Grove Partners LLC's ability to claim the credit referenced above expires on August 31, 2034.

All signatories hereby represent that they have the authority to execute this document.

City of Evansville

Dated this ____ day of _____, 2024.

Dianne Duggan, Mayor

Dated this ____ day of _____, 2024.

Leah Hurtley, City Clerk

Grove Partners LLC

Dated this ____ day of _____, 2024.

By: _____

(print name and title)

Dated this ____ day of _____, 2024.

David Olsen

Dated this ____ day of _____, 2024.

Matt Brown

Dated this ____ day of _____, 2024.

Roger M. Berg

FINAL LAND DIVIDER'S AGREEMENT – Settler's Grove

This Agreement made this 14 day of April, 2022, between Grove Partners, LLC, hereinafter called the "Developer," and the City of Evansville, a municipal corporation of the State of Wisconsin, located in Rock County, hereinafter called the "City."

WHEREAS, Developer owns approximately 42.99 acres of land in the City of Evansville that is legally described in Appendix A;

WHEREAS, the above-described land is presently zoned A Agricultural District;

WHEREAS, Developer desires to subdivide and develop the above-described land for residential purposes to be known as Settler's Grove Subdivision, hereinafter called the "Subdivision", which will be zoned R-1, R-2, and R-3;

WHEREAS, on February 1st, 2022, the City's Plan Commission recommended to the City's Common Council approval of a preliminary plat for the Subdivision subject to certain conditions, and on February 8th, 2022, the Common Council approved a preliminary plat for the Subdivision subject to certain conditions;

WHEREAS, the Plan Commission and the City Council have reviewed this final land divider's Agreement for the Subdivision;

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 Subdivision.

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 I. Land; General Conditions

- A. **Easements.** Developer hereby grants a temporary easement over all areas not platted as public to the City for access and inspection during construction of the Public Improvements described in Article III.
- B. **Fees In Lieu of Park and Recreation Land Dedication.** Construction of paved recreational trail, beyond article III-H requirements, shall satisfy Developer's obligations for the fees in lieu of dedicated park and recreation lands. Additional trail construction will be done in accordance with City direction and requirements on City-owned areas outside the plat at \$46.00/centerline foot to satisfy the remaining \$150,473.46. If the City-directed path construction results in using less than this amount, the Developer will be required to pay the remaining balance to the City within 60 days of written request. If the City-directed path construction results in using more than this amount, the Developer will invoice the City and the City will

EXHIBIT A

Final Land Divider's Agreement Settler's Grove

reimburse the Developer within six (6) months of when the path construction is completed. In either case, the total amount of the City-directed path construction will not exceed 3,700 feet in cumulative length.

- C. Survey Monuments. Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to any particular phase being accepted. Internal survey monuments shall be installed after the Public Improvements described in Article III are completed.
- D. Deed Restrictions. Developer shall execute and record deed restrictions and this agreement in a form as will be separately approved by the City prior to the sale of any lots in the subdivision. Such restrictions shall include, but are not limited to, covenants as follows: that there shall be no further division or subdivision of lots unless in accordance with City ordinances; that there shall be no residential development on outlots without the consent of the City and that this final land divider's Agreement has been entered into between Developer and the City, a copy of which is on file in the City Clerk's office.
- E. Advertising Signs. Developer agrees that any temporary signs placed anywhere in the Subdivision to advertise the Subdivision shall comply with Article X of Chapter 130 of the Evansville Municipal Code.
- F. Construction Trailers. Small construction trailers may be located at the Subdivision on a temporary basis during the construction of the improvements described in Article III of this Agreement.
- G. Grading, Erosion and Silt Control.
 - 1. Developer agrees to submit a plan for the maintenance and disposition of on-site topsoil.
 - 2. Prior to commencing site grading, Developer shall submit for approval by the City Engineer a grading plan. The plan shall provide sufficient control of the site to prevent siltation downstream from the site. Developer shall provide to the City written certification from the Developer's engineer that the plan, in its execution, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including provision for notification of land disturbance to the State of Wisconsin Department of Natural Resources.
 - 3. Developer shall cause all grading, excavation, open cuts, and site slopes and other land surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications on file with the City Clerk's office.
 - 4. Developer shall immediately place effective erosion control procedures along downslope areas and along sideslope areas as required to prevent or

reduce erosion where erosion during construction will result in a loss of soil to waters of the state, public sewer inlets or off-site. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of Wisconsin Administrative Code, Department of Safety and Professional Services (SPS) 321.125, shall be properly implemented, installed and maintained by Developer, building permit applicants, and the subsequent landowners. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained by Developer until the site has been stabilized.

5. Developer shall restore all disturbed areas and re-grade any areas not allowing the flow of surface water as specified in the grading plan.
- H. Applicability. The requirements of this Article I apply to the construction and installation of sanitary sewers, water mains, public streets (including signage), private streets, electrical systems, landscaping and storm water management facilities and shall remain in effect until the acceptance, by resolution adopted by the Common Council, of all Public Improvements required by this Agreement.
- I. Development Type and Density. Developer intends to construct or cause/promote the construction of multi-family (R3) housing on lots 47, 48, and 49 with 6-8 units on each lot and 4-6 units on Lot 50. Lots 6, 79, 77, 51, 52, 58-64, 46, 93, and 38 are designated duplex (R2) lots and all others will be single-family (R1) lots. Developer shall construct or cause/promote the construction of at least 125 dwelling units in the Development.

ARTICLE II. Phases and Development.

- A. Construction of Public Improvements. Developer shall complete installation of the Public Improvements described in Article III in phases of not less than six lots, if the Developer notifies the city at least 30 days in advance and obtains approval of the same. Developer shall install as part of a phase or sub-phase any Public Improvements which are not physically located within said phase or sub-phase but are necessary to serve the lots within it.
- B. Timing of Phases. Developer shall begin the installation of Public Improvements described in Article III for each phase of the Subdivision as follows:
1. For the first phase (lots 38-46, lots 62-64, and lot 93), as soon as the Developer has obtained all necessary approvals of the Plans and Specifications described in Article III or for the first phase, and has filed with the City Clerk all required documents, including but not limited to the irrevocable letter of credit referenced in Article IV, Section C, and construction drawings for the entire plat or first phase have been submitted and approved.
 2. For the second phase, after all plans for the remainder of the plat have been

approved and the latter of completion of either the first phase, or completion of the first lift of asphalt referenced in Article III, Section G, for all public streets within Phase I of the Subdivision, and as-built drawings have been submitted as referenced in Article V, Section A and B.

3. For subsequent phases, after the latter of completion of either earlier phases, or completion of the first lift of asphalt referenced in Article III, Section G, for all public streets within Phase II of the Subdivision and as-built drawings have been submitted as referenced in Article V, Section A and B..

ARTICLE III. Public Improvements.

- A. Public Improvements. As used in this Agreement, the term "Public Improvements" shall mean the water distribution system, sanitary sewer system, public street; sidewalks, trails, surface water drainage system and retention pond, electrical system and street lights, landscaping, street signs and traffic control signs described in this Article III to be dedicated to the City under Article V.
- B. 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 Subdivision, 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.
- C. Method of Improvement. Developer agrees to engage contractors for all Public Improvements included in this Agreement who are qualified to perform the work and who shall be designated as qualified for such work by the City Engineer. The Developer shall have all such contractors execute an agreement as to liability/indemnity and insurance pursuant to the format set forth in Appendix B to this Agreement and file executed document with the city. Developer further agrees to use materials and make the various installations in accordance with the approved Plans and Specifications. Developer further agrees to require all such contractors to pay wages as required by the Wisconsin Department of Workforce Development.
- D. Water Distribution System.
 1. Developer shall construct, install, furnish, and provide a complete system of water distribution including, but not limited to, piping, valves, fittings, fire hydrants, and water pressure boosting system (with permanent standby generator) throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of water systems in the City of Evansville and as approved by the City Engineer.
 2. Upon completion of each phase or sub-phase, Developer shall pressure test, leakage test, and bacteria test according to City and State requirements the

entire water distribution system, and repair any defects as determined by the City Engineer, prior to acceptance by the City. The City shall be provided with a copy of these tests.

3. City shall issue no building permit for any lot until the portion of the water distribution system serving such lot has been accepted by the City.
4. Developer shall construct a water boosting station (including standby generator) designed to the standards and requirements of the City to service lots above the elevation 960 feet. An extended warranty of five years covering parts and labor shall be furnished to the City upon acceptance of the station.

E. Sanitary Sewer System.

1. Developer shall construct, furnish, install, and provide a complete sewerage system throughout the entire Subdivision all in accordance with 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 and as approved by the City Engineer.
2. Upon completion of each phase or sub-phase, developer shall pressure test, leak test, and mandrel test according to City and State requirements the entire sanitary sewer system and repair any defects as determined by the City Engineer prior to acceptance by the City. Developer shall provide copies of all tests conducted to the City.
3. Upon completion of each phase or sub-phase, Developer shall clean all sanitary sewers, televise the sanitary sewer system, provide a copy of the televised video to the City and shall repair any defects as determined by the City Engineer prior to presenting the Public Improvements for acceptance by the City.
4. City shall issue no building permit for any lot until the sanitary sewer serving such lot has been accepted by the City.

F. Surface Water Drainage System.

1. Developer shall construct, install, furnish, and provide adequate facilities for storm and surface water drainage throughout the entire Subdivision. Improvements shall include, but are not limited to piping, inlets, junction structures, on-site ponds, off-site ponds and storm water appurtenances. Developer shall construct storm and surface water drainage systems and to perform the grading plan in accordance with the approved Plans and Specifications; applicable federal and state regulations; and local ordinances, regulations and guidelines.
2. Developer shall modify the off-site regional storm water pond on parcel 6-27-970C.1 if necessary to satisfy current State and City storm water requirements as part of the first sub-phase of the Subdivision.

Final Land Divider's Agreement Settler's Grove

3. Developer shall maintain roads free from mud and dirt from construction of the Subdivision. Any mud or dirt remaining after 48 hours of initial deposit, shall be cleaned and removed by the City, with all costs and penalties billed to developer.
4. City will issue no building permit for any lot until the finish grading of the entire phase, including that lot, has been accepted by the City. Finish grade shall be defined as spot elevations at lot corners
5. City shall issue no occupancy permits for any lots in a phase until the storm water management features for that particular phase have been accepted by the City.
6. City shall retain the right to require Developer to install additional storm and surface water drainage measures and erosion control measures as needed in accordance with generally accepted engineering standards prior to acceptance by the City of the storm and surface water drainage improvements.
7. Upon completion of each phase or sub-phase, Developer shall clean all storm sewers and shall repair any defects as determined by the City Engineer prior to presenting the improvements for acceptance by the City.
8. Developer shall re-grade areas as directed by the City if developer or contractors who grade individual lots do so in a way that interferes with the flow of surface water as specified in the grading plan.
9. Developer shall provide and guarantee the healthy establishment of vegetative cover planted within storm water basins, swales or green ways for a period of three (3) years from the date of the City's acceptance.
10. Developer agrees that the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any Lot in the subdivision will be listed on the final approved construction plans. After approval by City, the developer shall record those elevation numbers with each lot. Proof of such recording shall be provided to the City by the Developer. For all lots adjacent to stormwater management areas (Lots 1-3 and 39-45), after building permits are issued and at foundation and footing inspections the Building Inspector shall be provided verification of the top of foundation and the elevation of the lowest opening in the foundation by a registered surveyor. For all other lots, a contractor's certification verifying the as-built elevations will be acceptable.

G. Public Streets.

1. Developer shall grade and surface all streets in the Subdivision in accordance with the plat of said subdivision and the Approved Plans and

Final Land Divider's Agreement Settler's Grove

Specifications. All work shall be in accordance with and all applicable local ordinances, specifications, regulations and guidelines for the construction of roads in the City of Evansville and as approved by the City Engineer.

2. Developer agrees to furnish to the City a copy of the plan showing the street grades in front of each lot and finished yard grade. This information shall be provided prior to the issuance of building permits.
3. Developer shall complete the streets by phase or sub-phase through installation of road base, curbs and gutters. All streets shall be constructed to the furthest extents of the subdivision plat and shall present them for preliminary acceptance by the City.
4. Developer shall clearly identify streets, lots and addresses within the subdivision with temporary signage before building permits for lots in the subdivision are issued by the City.
5. Developer shall complete the first lift of asphalt on all the streets in a phase or sub-phase no later than one (1) year after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
6. Developer shall not construct driveway openings at locations already indicated for sidewalk ramps on the plans. A neat, full width sawcut of the curb will be allowed for parcels not adjacent to sidewalk ramps.
7. Developer shall complete the final lift of asphalt after at least one (1) winter season, but no later than two (2) years after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
8. Developer shall maintain the streets in the Subdivision to be free of debris, trash, mud, ice, and snow until accepted by the City.
9. The Developer shall fully improve Porter Road to City standards to the western edge of Windmill Ridge on the north side and Westfield Meadows on the south side. Developer is also responsible for continuing full Porter Road improvements to the eastern edge of the Settlers Grove Plat on the North side and to the Union Township border on the south side. The city will accept costs not to exceed \$150,000 related to replacing the existing culvert carrying discharge from the regional stormwater pond. The maximum length of this new culvert will be 70 feet. The developer will finance the engineering and construction of the culvert over seven (7) years. The City agrees to make annual payments in a minimum amount of \$25,000 starting no later than 12 months after the construction of the culvert has been completed, and due thereafter on or before successive anniversary dates until the full amount has been paid. Developers shall fully improve Porter

Road (excluding curb and gutter and sidewalk on the Union Township/south side) including all City required utilities and township specific road construction.

H. Sidewalks\Trails

1. Developer shall construct, furnish, install, and provide five-foot wide concrete sidewalks within the public rights-of-way on both sides of all public streets at the same time as curb and gutter in the first phase. On subsequent phases, the Developer may request the City to allow deferring sidewalk construction until after the curb and gutter is constructed and individual homes are constructed, but prior to occupancy being granted on that particular home.
2. Developer shall remain responsible to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.
3. Developer shall construct a 10' wide paved asphalt recreation trail per City direction and requirements through Outlot 4(adjacent to Lot 45) allowing for a connection to the east and then through Outlot 5 from South Eighth Street to Baker Avenue. (See Exhibit 2) The Recreational trail shall be installed by the earliest of: A.) when 50% of lots are completed in the subdivisions or B.) December 31, ~~2025~~, or C.) when Morgan Drive binder asphalt is completed. **2028**
4. Developer shall construct 5' wide mid-block/connecting concrete sidewalks from the eastern edge of outlot 4 intersecting with the recreational trail; on Outlot 5, between Lots 48 and 49; on Outlot 5, between lots 57 and 58; on Outlot 6 between lots 70 and 71; on Outlot 6 between lots 85 and 86; on Outlot 3 between lots 27 and 28, by the earlier of (see Exhibit 2): A.) when occupancy permits are issued for adjacent lots, B.) when 50% of lots are completed in the subdivisions or C.) December 31, ~~2025~~. **2028**

I. Electrical System.

1. Developer shall request an estimate for the cost of installing the electrical system from the Water and Light Superintendent for each phase or sub-phase at least 45 days in advance of expected installation date.
2. Developer shall pay, in advance, to the Evansville municipal electric utility the amount of the utility's estimate of the cost of installing the electrical system in the Subdivision including, but not limited to, the bases for transformers, but not including the transformers themselves, within ten (10) days of receiving the estimate from the utility. Installation will be done in sub-phases as close as practical to the sub-phases for the other Public Improvements.

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, 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 in the subdivision. 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.

J. Landscaping.

1. Developer shall remove and lawfully dispose of all outbuildings, destroyed trees, bush, tree trunks, shrubs, and other natural growth and all left over construction materials, construction debris and rubbish from each phase or sub-phase of the Subdivision after the completion of improvements in each phase or sub-phase. The Developer shall not bury any of the materials described in this paragraph in any portion of this Subdivision.
2. Developer shall require all purchasers of lots to plant a tree on each lot and the greater of A) two trees in the terrace, or B) one tree per dwelling unit in the terrace. Trees shall be of a variety and caliper size approved by the City and planted no later than the fall or spring immediately following completion of the house on each lot. Developer shall plant any and all street trees required by this paragraph if any home purchasers of lots fail to do so in a timely fashion. The location of said planting shall be identified on construction drawings and approved by the City to assure that the plantings will not impact underground utilities.

K. Street Signs.

1. City shall purchase and install all street signs in the subdivision. The Developer shall reimburse the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install street signs, within thirty (30) days of billing.

L. Traffic Control Signs.

1. City shall provide and apply pavement striping at each crosswalk within the Subdivision and at intersections and approaches outside but near the Subdivision. The Developer shall reimburse the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install pavement striping, within thirty (30) days of billing.
2. Developer shall reimburse the City the cost of purchasing and installing all traffic control signs including, but not limited to, the cost of labor provided

by City employees to install such signs, within thirty (30) days of billing.

M. Correction of Defects. Developer shall correct defects due to faulty materials or workmanship in any Public Improvement which appear within a period of one (1) year from the date the letter of credit referenced in Article IV, Section C, is released, and shall pay for any damages to City property resulting therefrom. The City may refuse to accept the Public Improvements unless and until they conform to generally accepted industry standards. This correction period does not affect or bar claims for negligence discovered at a later date. Wisconsin law on negligence shall govern negligent workmanship.

N. Additional Improvements.

1. Developer agrees that if modifications to the Plans and Specifications including, but not limited to, additional drainage ways, sanitary sewers, water mains, erosion control measures and storm and surface water management facilities are necessary in the interest of public safety or are necessary for the implementation for the original intent of the Plans and Specifications, the City is authorized to order Developer, at Developer's sole expense, to implement the same, provided such order is made in writing to Developer not later than two (2) years after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications are deemed necessary if needed to meet or conform to generally accepted engineering standards or change in any regulation, law, or code.
2. Developer shall identify the design of, location on outlots or easements, and perpetual maintenance plans for USPS approved cluster mailbox facilities. No building permits shall be issued until USPS approval of mail delivery for the subdivision is submitted to the City. Costs to install and maintain mail delivery services to the subdivision are the responsibility of the Developer, and will not be the responsibility of the City.
3. Developer shall develop all lots in the subdivision with dwelling units or residential structures that contain the following on the front façade: A) front porches and B) garages no more than 55% of the front façade width.

ARTICLE IV. Obligation to Pay Costs.

A. Reimbursement of Professional and Out-of-Pocket Expenses. Developer agrees to reimburse the City for any costs due to the use of professional staff, including, but not limited to, City Engineer, City Planner, on-site monitor, and City Attorney, in connection with this Agreement. Costs shall be based on invoices or actual out-of-pocket expenses incurred by the City with no overhead added by the City. Upon request, City agrees to provide detailed information related to the hours, rates and description of tasks on the invoices.

B. Developer's Obligation to Pay Costs. Developer agrees that it is obligated to construct, furnish, install, and provide all public improvements in the Subdivision or necessary for the Subdivision at its own expense or to pay the City's or municipal utility's costs of constructing, furnishing, installing, and providing such public improvements. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to be able to perform any obligation of the Developer under this Agreement, Developer agrees the Developer is obligated to pay such cost.

C. Irrevocable Letters of Credit.

1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter describing the scope of the phase or sub-phase that Developer intends to construct and (ii) an irrevocable letter of credit in favor of the City from a lending institution approved by the City in a form approved by the City in an amount sufficient, as determined by the City Engineer, to pay the costs the City would incur to complete all Public Improvements for the particular phase or sub-phase.
2. No construction of Public Improvements for a phase or sub-phase shall begin until Developer has filed with the City Clerk an irrevocable letter of credit that meets the requirements of the preceding paragraph.
3. The City Engineer shall determine the amount of each irrevocable letter of credit based on the scope of the Public Improvements for the phase or sub-phase.
4. The irrevocable letter of credit for each phase or sub-phase shall not expire until two (2) years from the date on which the irrevocable letter of credit is issued.
5. Developer shall provide an extension of the duration of such irrevocable letter of credit, upon demand by the City, if not all of the Public Improvements for the phase or sub-phase have been completed and accepted prior to its expiration.
6. Such irrevocable letter of credit shall stand as security for the reimbursement of costs the city expends or may need to expend under this agreement for the completion of public improvements under this agreement, and for the completion of Public Improvements for the phase or sub-phase, until the City accepts the Public Improvements for the phase or sub-phase pursuant to Article V.
7. Any letter of credit called for under this agreement will provide that the lending institution providing the letter of credit shall pay to the City any draw upon demand, and upon its failure to do so, in whole or in part, the City shall be empowered in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said demand, or

satisfaction cost, upon each and every lot in the subdivision payable in the next succeeding tax year.

8. The City, in its sole discretion, shall permit the amount of each letter of credit to be reduced by an amount reasonably proportionate to the cost of the Public Improvements that are paid for by Developer and accepted by the City, provided that the remaining letter of credit is sufficient to secure payment for any remaining Public Improvements required, through the issuance of a letter from the City Administrator to the lending institution that issued such letter of credit agreeing to such reduction.

- D. City Costs. The City will be responsible for any development fees and costs applicable to City-owned land.

ARTICLE V. Dedication and Acceptance.

- A. Digital File of Final Plat. Developer shall furnish the City with a copy of the digital file of the drawing of the final plat, and the City may make any use it believes is appropriate of this file including, but not limited to, furnishing this file to the City Engineer and to Rock County to update digital parcel maps of the City.
- B. Statement of Costs. Within 60 days of City's request the Developer shall furnish the City with a statement of the total costs of Public Improvements in each of the following categories: (1) streets (including signage) and sidewalks, (2) sanitary sewers and lift station, (3) water distribution system, (4) surface water drainage system, (5) electrical system, (6) landscaping. If requested to do so by the City, Developer shall furnish statements of such information by each phase or sub-phase. This information is required for the City's accounting records and reports to state agencies such as the Public Service Commission.
- C. City Responsibility. The City shall perform no repairs or maintenance on the Public Improvements until accepted by the City. Trash and garbage removal service and snow removal will be provided by the City for each phase or sub-phase upon the issuance of the first occupancy permit in each such phase or sub-phase.
- D. Dedication. Developer shall, without charge to the City, upon completion by phases or sub-phases of all Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such Public Improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City decides, with no payment or award to, or consent required of, Developer. Dedication by Developer shall not constitute acceptance of any improvements by the City; Developer shall be responsible for all maintenance of Public Improvements

serving the phase or sub-phase until accepted by the City.

E. Acceptance of Work.

1. The City shall provide an onsite resident inspector, at the developer's sole expense, to inspect the underground Public Improvements required by this Agreement as they are constructed and upon completion for compliance with local and state codes. The City may, at its discretion, may allow the Developer to provide a resident inspector that will perform the same function. The resident inspector shall certify to the City Engineer that all underground improvements have been properly installed. The City Engineer shall inspect the above ground Improvements, and if acceptable, the City Engineer shall certify such underground and above ground Public Improvements as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur as soon as possible upon written notice by the Developer to the City Engineer that Developer desires to have the City inspect a Public Improvement.
2. After the Developer has installed all required Public Improvements, the Developer shall notify the City Engineer in writing that the work is complete and ready for final inspection. The City Engineer shall inspect the Public Improvements and forward a letter to the Developer indicating approval or disapproval. When the Public Improvements have been approved by the City Engineer, the City shall prepare a final billing for any engineering, inspection, administrative, and legal fees remaining due and shall submit it to the Developer for payment. In addition, the Developer and all general contractors and subcontractors shall file lien waivers or affidavits in a form acceptable to the City and approved by the City Attorney, evidencing that there are no claims, actions or demands for damages, arising out of or in any way related to the project and that no moneys are owed to any surveyor, mechanic, subcontractor or laborer. When the remaining engineering, inspection and legal fees have been paid and when the necessary lien waiver affidavits have been filed, and City has been provided with proof that the covenants and restrictions for the plat have been recorded, a Resolution accepting the Public Improvements constructed pursuant to this Development Agreement will be prepared and presented to the City Council for final approval. Upon approval of the Resolution, the Public Improvements will be accepted by the City.
3. The sanitary sewer, water mains, and any respective service lateral shall not be accepted for a permitted phase until as built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the City. Further, the water system installation shall not be accepted until bacteriologically safe samples are obtained by a certified agency. The Developer shall be responsible for flushing the mains, obtaining the samples and have all tests completed as may be required for the City's acceptance.

Final Land Divider's Agreement Settler's Grove

4. Developer agrees to provide for maintenance and repair of all Public Improvements until such Public Improvements are formally accepted by the City by Resolution of the City Council.
 5. The City will provide timely notice to the Developer whenever inspection discloses that an improvement does not conform to the standards and specifications shown on the Plans and Specifications or is otherwise defective. The Developer shall have (30) days from the issuance of such notice to correct the defect. The City shall not declare a default under this Agreement during the 30 day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.
 6. Prior to final acceptance, the Developer shall provide City with as-built plans. As-built plans shall be provided in both an electronic format and in hard copy. As-built plans in electronic format and readable by AutoCAD must be provided showing all horizontal and vertical locations of public sanitary, water, and storm water utilities i.e. manholes, hydrants, water main bends and tees, valves, sanitary and water lateral curb boxes, inlets, endwalls, etc. All vertical information shall be on NAVD88 datum. The profile drawings must also show the diameter, length and slope of all pipes. In addition, Developer shall provide City as-built-plans showing the finished surface elevations at all lot corners demonstrating positive drainage between lot corners, and also showing the finished surface elevation of all stormwater management ponds, swales and infiltration areas for the Phase in question. The horizontal location of all water and sewer services shall be located as follows: (1) Sewer laterals shall be located by the distance to the sewer 'wye' from the downstream manhole, (2) The ends of stubbed sewer laterals for future connection shall be located and the elevations determined and shown, (3) Water laterals shall be located by the distance from the nearest hydrant or valve on the main (whichever is closest) to the corporation stop, (4) The distance to the curb stop from the main shall also be provided.
- F. Any bends in the water main shall be indicated by the length from the nearest main-line valve. For mapping purposes, a single electronic point file of the entire development describing the as-built surface features of the new sanitary sewer, water system and storm sewer system, i.e. manholes, hydrants, water main bends, lateral curb boxes, valves, inlets, end walls, etc., on the Rock County Coordinate system must be provided. This point file must include; northing, easting, elevation (NAVD88), and a point description. The City Engineer can obtain the electronic file for the surface features, at the Developer's cost, when requested by either the City or the Developer, provided that the Developer locates these features in the field. The City Engineer will update all applicable City maps and computer water and stormwater models. The cost of updating of City maps and computer water and stormwater models to incorporate this development shall be borne by the Developer.
- G. All sanitary sewer mains shall be televised in accordance with the City's standard specifications. A colored digital recording of the televising as well as a written report of

the location of laterals and lengths of pipe shall be provided to the City before final acceptance of the sewer.

ARTICLE VI. Issuance of Building Permits/Occupancy Permits.

- A. No building permits shall be issued by the City for any lot in the Subdivision until the Common Council has approved this Agreement and the final plat of the Subdivision. Additionally, no building permit shall be issued until the Developer has paid in full all sums that are required to be paid within ten (10) days of approval of this Agreement by the Common Council, the City Clerk has signed the final plat and the final plat has been recorded.
- B. No building permits shall be issued by the City until the developer has completed the installation of survey monuments.
- C. No building permits shall be issued by the City for any lot on a street until the road base, sidewalk, curb and gutter have been completed and preliminarily accepted by the City.
- D. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- E. No building permit shall be issued by the City for any lot in a phase or sub-phase until all rough site grading for the phase or sub-phase has been completed to within 6" of final grade and accepted by the City.
- F. No occupancy permit shall be issued by the City for any lot until the first lift of asphalt has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until the final grade is complete and stormwater management practices serving such lot have been completed and accepted by the City.
- H. No occupancy permit shall be issued by the City for any lot until required street trees and sidewalks are installed or costs of such installations have been escrowed with the City.
- I. The City reserves the right to withhold issuance of any and all building and/or occupancy permits if Developer is in violation of this Agreement.

ARTICLE VII. Default and Remedies.

- A. Events of Default. As used in this Agreement, the term "Event of Default" shall include, but not be limited to any of the following:
 - 1. Failure by the Developer to pay the City any fees, charges or reimbursement required to be paid under this Agreement.
 - 2. Failure by the Developer to commence and complete the construction of any

Public Improvements pursuant to the terms of this Agreement.

3. Failure by the Developer to maintain an irrevocable letter of credit adequate to complete the Public Improvements of any phase or sub-phase pursuant to Article IV.
 4. Failure by the Developer to observe or perform or cause to be observed or performed any covenant, condition, obligation or agreement on its part to be observed or performed as set forth in this Agreement.
- B. Remedies on Default. Whenever any Event of Default occurs the non-defaulting party may suspend its performance under this Agreement and, upon thirty (30) days written notice of the right to cure such default, may pursue any legal or administrative action, including the authority to draw upon the irrevocable letter of credit described in Article IV, which appears necessary or desirable to compel the defaulting party to comply with this Agreement and/or to seek an award of monetary damages.
- C. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice in this Article VII.
- D. No Additional Waiver Implied by One Waiver. In the event that any agreement contained in this Agreement should be breached by another party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- B. Severability. If any term of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remaining terms shall be in full force and effect.
- C. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between City and Developer and supersedes all prior discussions and agreements whether written or oral between the parties. This Agreement constitutes the sole and entire Agreement between City

and Developer and may not be modified or amended unless set forth in writing and executed by City and Developer with the formalities hereof.

- D. Status of City. Nothing herein shall be deemed to create or establish the City as a copartner or joint venturer with Developer in the design, construction, ownership or operation of the Subdivision; nor shall the City be entitled to proceeds or revenues derived from the ownership or operation of the Subdivision.
- E. Good Faith. Any actions taken pursuant to this Agreement will be measured by an implied covenant of good faith and fair dealing.
- F. Ordinances and Municipal Code. All provisions of the City's ordinances and Municipal Code are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length herein. This Agreement and all work and the Public Improvements herein shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.
- G. Acknowledgement from Lot Purchasers. Developer agrees to deliver the purchaser of any lot within the Subdivision, before closing, a copy of Appendix C and agrees to obtain from each lot purchaser, at or before closing of the purchasers lot, acknowledgment of the receipt of a notice in the form attached hereto as Appendix C, and Developer shall provide a copy of such acknowledgment to the City.
- H. General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or documents incorporated herein by reference, Developer shall indemnify and save harmless the City, its trustees, officers, agent, independent contractors, and employees, and shall defend the same from and against any and all liability, claims, losses, damages, interests, action, suits, judgment, costs, expenses, attorney fees and the like to whomever owned and by whomever and whenever brought or maintained which may in any manner result from or arise in the cause of, out of, or as a result of the following acts or omissions of Developer:
1. Negligent performance of this Agreement.
 2. Negligent construction or operation of improvements covered under this Agreement.
 3. Violation of any law or ordinance.
 4. The infringement of any patent trademark, trade name or copyright.
 5. Use of public street improvements prior to their dedication and formal acceptance by the City.
 6. In any case where judgment is recovered against the City for any one or more of the foregoing acts or omissions of Developer, if notice and opportunity to defend has been delivered to Developer of the pendency of the suit, within ten (10) days after the City has been served with the same, the judgment shall be conclusive of Developer and not only as to the amount of damages, but also as its liability to the City, provided such judgment has become final and all rights of appeal have been exhausted, or if no appeal has been filed, all appeal periods have expired.

7. Developer shall name as additional insured on its general liability insurance the City, its trustees, officers, agents, employees and independent contractors hired by the City (including without limitation the City Engineer) to perform services with respect to this Agreement and give the City evidence of the same upon request by the City.
 8. Developer shall furnish a completed Appendix B prior to start of construction by any entity retained by or used by the Developer to fulfill the Developer's obligations under the Agreement.
- I. Heirs and Assigns. This Agreement is binding upon Developer, owners, guarantors, their respective heirs, successors and assigns, and any and all future owners of the subject lands.
 - J. No Assignment. Developer shall not assign its rights under this Agreement without the written consent of the City.
 - K. Amendments. The City and Developer, by mutual consent, may amend this Agreement at any regularly scheduled meeting of the City's Common Council, if properly noticed pursuant to the open meeting law. The Common Council shall not, however, consent to an amendment until after first having received a recommendation from the City's Plan Commission.
 - L. Notice. All notices, demands or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States mail. All such communications shall be addressed at the following, or other such address as either may specify to the other in writing:

To Developer:
Grove Partners LLC
Attn: Dave Olsen
5 Maple Street
Evansville, WI 53536

To City:
City Administrator
31 S. Madison St.
PO Box 529
Evansville, WI 53536
 - M. Binding Effect. This Agreement shall be permanent and run with the property described in Appendix A, and the rights granted and responsibilities assumed thereby shall inure to, and be binding upon, the parties, their heirs, successors and assigns. Developer's obligations under this Agreement cannot be assigned without prior consent of City; such consent shall not be unreasonably withheld.


Final Land Divider's Agreement Settler's Grove

Grove Partners LLC


By: 
DAVID OLSEN

(print name and title)

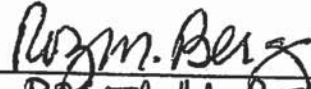
The obligations of the Developer stated above in this Final Land Divider's Agreement are hereby personally guaranteed by the undersigned, who state they fully understand and accept the responsibilities of the Subdivider.

 (SEAL)
DAVID A. OLSEN

(print name)

 (SEAL)
MATT BROWN

(print name)

 (SEAL)
ROBERT M. BERG

(print name)

(SEAL)

(print name)

Final Land Divider's Agreement Settler's Grove

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date stated.

CITY OF EVANSVILLE:


William Hurtley, Mayor

Date: April 14 2022


Darnisha Haley, City Clerk

Date: 4/14/2022

APPENDIX A

Property Descriptions

PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 28 AND PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 29, ALL IN T.4N., R.10E., OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS: Beginning at a cast iron monument at the East 1/4 Corner of said Section 29; thence $S0^{\circ}56'49''E$ along the East Line of the SE 1/4 of said Section, 450.78 feet; thence $S89^{\circ}49'07''E$ 888.58 feet to the West Line of a Certified Survey Map recorded in Volume 30, Pages 262 thru 264; thence $S0^{\circ}32'26''E$ along said West Line, 881.74 feet to the South Line of the NW 1/4 of the SW 1/4 of said Section 28; thence $N89^{\circ}44'15''W$ along said South Line, 882.35 feet to the SE Corner of the NE 1/4 of the SE 1/4 of said Section 29; thence $S89^{\circ}39'02''W$ along the South Line of the NE 1/4 of the SE 1/4 of said Section 29, a distance of 819.60 feet; thence $N0^{\circ}55'03''W$ 1326.80 feet to the East-West Centerline of said Section 29; thence $N89^{\circ}19'52''E$ along said East-West Centerline, 818.88 feet to the place of beginning.

Note: The above description is subject to any and all easements and agreements, recorded or unrecorded.

APPENDIX B

Agreement as to Liability, Indemnity and Insurance

1. FOR VALUABLE CONSIDERATION, _____ (CONTRACTOR), hereinafter referred to as "Contractor," acknowledges that the work to be performed for construction of improvements (the "Work") in the Settler's Grove plat located in the City of Evansville, hereinafter referred to as "City," will be conducted in accordance with the latest edition of the project plans, specifications, and Municipal Codes as reviewed by the City Engineer and as approved by the City and any other agencies having jurisdiction and on file in the City Clerk's office.

2. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, for the Work whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

- A. Claims under worker's compensation, disability benefits and other similar employee benefits acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- C. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than CONTRACTOR's employees;
- D. Claims for damages insured by customary personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person for any other reason;
- E. Claims for damages, other than the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 2 to be purchased and maintained by CONTRACTOR shall include by endorsement as additional insureds (subject to any customary exclusion in respect of professional liability) the City and City

Engineer and include coverage for the respective officers and employees of all such additional insureds. A certificate of insurance shall be provided to the City along with the endorsements listed above. Failure to procure adequate insurance shall not relieve the CONTRACTOR of its obligation under this Indemnity/Hold Harmless Agreement.

3. Indemnification. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the City and the City Engineer, and the officers, directors and employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges for engineers, architects, attorneys and other professionals and all court or arbitration or other dispute, resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claims, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable regardless of whether or not caused in part by any negligence or omission of a person or entity indemnification hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

4. In any and all claims against the City or the City Engineer or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under worker's compensation acts, disability benefit acts or other employee benefit acts.

5. The indemnification obligations of CONTRACTOR under paragraph 3 shall not extend to that portion of liability of the City Engineer, and its officers, directors, employees or agents caused by the professional negligence, errors, or omissions of any of them.

6. CONTRACTOR further understands and agrees that the City, its officers, agents, employees and the City Engineer are not responsible for the CONTRACTOR's means and methods of construction and that the CONTRACTOR has the sole responsibility and liability for project safety.

APPENDIX C

The undersigned purchaser of Lot(s) _____ in the Settler's Grove Subdivision (the "Subdivision") hereby acknowledges that the City of Evansville will not issue a building permit/occupancy permit until the following conditions are met:

- A. No building permits shall be issued by the City of Evansville (the "City") for any lot in the Subdivision until the Common Council has approved the Final Land Divider's Agreement (the "Agreement") between Grove Partners LLC, (the "Developer") and the City, the City has approved the final plat of the Subdivision, Developer has paid in full all sums that are required to be paid within ten (10) days of approval of the Agreement by the Common Council, the City Clerk/Treasurer has signed the final plat, and the final plat has been recorded.
- B. No building permits shall be issued by the City for any lot on a street until the sidewalk, road base, curb and gutter have been completed and preliminarily accepted by the City.
- C. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- D. No building permit shall be issued by the City for any lot in a phase or sub-phase until all final site grading for the previous phase or sub-phase has been completed and accepted by the City.
- E. No building permit shall be issued by the City for the purchased lot until this Appendix C has been signed and submitted to the Building Inspector
- F. No occupancy permit shall be issued by the City for any lot until the first lift has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until a five-foot wide concrete sidewalk within the public right of way has been installed pursuant to municipal ordinances.
- H. No building permit shall be issued if building design does not conform to a 55 % maximum garage frontage of the total building facing the street on R-1 and R-2 zoned lots any single family dwelling; non-conforming construction may be required to be reconstructed into conformance or be subject to a maximum fine of \$25,000
- I. No occupancy permit shall be issued if a tree of a variety, caliper size and location approved by the City is not planted on each lot and the greater of A) at least two trees in the terrace, or B) one tree per dwelling unit in the terrace. Planting must be completed in the fall or spring immediately following completion of the house on each lot.

Additionally, the undersigned purchaser acknowledges:

- A. Builder shall maintain roads free from mud and dirt during construction in the Subdivision; any mud or dirt remaining after 48 hours of deposit may be cleaned and removed by the city or the developer with all costs and penalties billed to the builder
- B. Builder will report the as-built top of foundation and minimum elevation in the lowest opening in the foundation to the city building inspector to ensure conformance with city code, development plans, and agreements
- C. Builder will inform the city building inspector 24 hours in advance of pouring concrete sidewalks allowing for an inspection of the location and elevations of the concrete forms
- D. Builder shall remove and lawfully dispose of all leftover construction materials, construction debris and rubbish from each lot and construction site; burying materials described in this paragraph anywhere within the Subdivision is strictly prohibited and the builder may be required to remedy such action or be subject to fines and/or penalties as deemed fair to cover city or developer costs to do so
- E. Builder will ensure their excavation contractor final grades their lot(s) in a manner such that it will not interfere with the flow of surface water as specified in the grading plan

The undersigned purchaser acknowledges that there will be restrictions on the minimum elevations of the lowest opening of the foundation and waterproofing or pumping may be necessary to protect structures from ground water. Lowest opening and top of foundation will be shown on the final plat.

The undersigned purchaser acknowledges that this "Appendix C" shall be delivered to the person or entity initially occupying the dwelling on the lot if the undersigned purchaser is anyone other than the person or entity initially occupying the dwelling.

The undersigned purchaser acknowledges that the lots in the Subdivision are subject to zoning that requires each single-family dwelling to contain a minimum total number of square feet on the first floor and above, that the City has no obligation to change the zoning or grant a conditional use permit if such zoning makes it difficult to re-sell any lot in the Subdivision, and that the undersigned purchaser knowingly accepts such risk.

Acknowledged by:

Date:

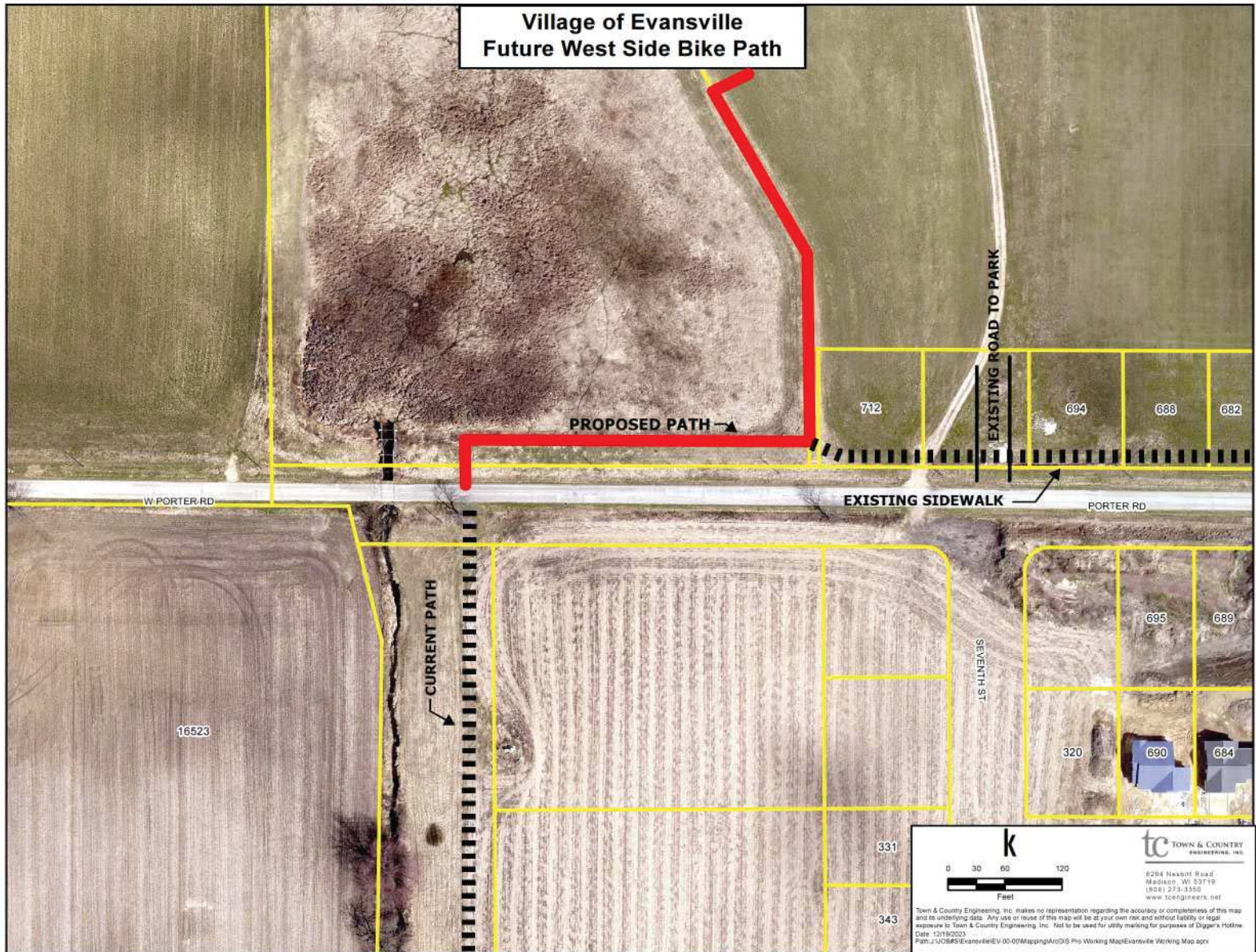


EXHIBIT B

**THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR DEVELOPMENT OF 31-ROOM HOTEL**

WHEREAS, an original Development Agreement was entered between the City of Evansville and Evansville Hotel Group, LLC, on September 11, 2007; and

WHEREAS, there was a sale of the hotel and an assumption of Evansville Hotel Group LLC's obligations under the Development Agreement by JSR Evansville, Inc.; and

WHEREAS, JSR Evansville, Inc. requested changes to the original development agreement; and

WHEREAS, the City of Evansville and JSR Evansville, Inc. entered an Amendment to Development Agreement for Development of 31-Room Hotel on March 19, 2013; and

WHEREAS, the City of Evansville and JSR Evansville, Inc. entered a Second Amendment to the 2007 Development Agreement for Development of a 31-Room Hotel; and

WHEREAS, JSR Evansville, Inc. is selling/has sold the hotel to SAT Hospitality, LLC (Georgia); and

WHEREAS, SAT Hospitality, LLC is to assume any and all responsibilities and obligations under the original development agreement and the amendments to development agreement; and

WHEREAS, the City of Evansville consents to the assignment of the responsibilities and obligations under the original development agreement and the amendments of development agreement to SAT Hospitality, LLC.

IT IS HEREBY agreed by and between the undersigned as follows:

1. The provisions of the original development agreement, which is marked as Exhibit A and attached hereto, are hereby adopted and approved in their entirety and are incorporated into this agreement as if it set forth fully herein and are the responsibility of SAT Hospitality, LLC.
2. The provisions of the 2013 amendment to development agreement, which is marked as Exhibit B and attached hereto, are hereby adopted and approved in their entirety and are incorporated into this agreement as if set forth fully herein and are the responsibility of SAT Hospitality, LLC.
3. The provision of the 2013 amendment of development agreement that waived the requirement of a personal guarantee is no longer in effect. The personal guarantee provision, as set forth in the original development agreement, is required under this agreement.

4. The provisions of the Second Amendment to the 2007 Development Agreement for Development of 31-Room Hotel, an unsigned version being marked as Exhibit C and attached hereto, are hereby adopted and approved in their entirety and are incorporated into this agreement as if set forth fully herein and are the responsibility of SAT Hospitality, LLC. All parties acknowledge that the attached second amendment, although unsigned, is in full force and effect.

5. This agreement runs with the land and shall be recorded with the Rock County Register of Deeds.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to the Development Agreement for Development of 31-Room Hotel to be executed on the date signed below.

City of Evansville

Dated this ____ day of _____, 2024.

Dianne Duggan, Mayor

Dated this ____ day of _____, 2024.

Leah Hurtley, City Clerk

SAT Hospitality, LLC.

Dated this ____ day of _____, 2024.

(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.

Dated this ____ day of _____, 2024.

_____, Personal Guarantor
(print name)

**DEVELOPMENT AGREEMENT
DEVELOPMENT OF 31-UNIT HOTEL**

THIS AGREEMENT is made and entered into this 11th day of September, 2007, by and between the City of Evansville and Evansville Hotel Group, LLC:

RECITALS

Evansville Hotel Group, LLC, ("DEVELOPER"), is a Wisconsin limited liability company;

The City of Evansville ("CITY") is a municipal corporation of Rock County, Wisconsin;

The DEVELOPER wishes to acquire property on Brown School Road identified as parcel number #6-27-959.A3 ("PROPERTY") to develop a 31-unit hotel;

The PROPERTY is zoned B-4, Regional Business District, and the Plan Commission has approved a conditional use permit for the development of a 31-unit hotel on the PROPERTY;

The cost of the site acquisition is approximately \$256,000;

The cost of the hotel construction, including site work, is approximately \$2,100,000;

Tax Incremental District No. 6 ("TID #6") was created by the CITY in September 2006 as a Mixed Use District to assure a combination of industrial and commercial development;

The PROPERTY is located within TID #6;

The CITY'S fiscal advisers at Ehlers and Associates have reviewed the DEVELOPER'S construction budget and operating pro forma and determined them to be reasonable; and

The CITY, through its Economic Development Committee, intends to capitalize a revolving loan fund (RLF) to assist future tax increment projects of a smaller scale in TID #6 or other tax increment districts.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants set forth below, the DEVELOPER and CITY mutually agree as follows:

DEVELOPMENT OF HOTEL

DEVELOPER shall undertake the following:

1. Purchase the PROPERTY.
2. Construct a 31-unit hotel on the PROPERTY.

3. Construction additional improvements as may be required upon submission and approval of the site plan, including landscaping and lighting.
4. Provide any necessary improvements to the existing stormwater detention pond adjacent to the PROPERTY. Such improvements may include dedication of additional land to enable expansion of the pond.
5. Acquisition of PROPERTY, site preparation, and construction of hotel and site improvements shall be completed no later than December 31, 2008.
6. Provide equitable opportunity for local contractors to compete for subcontracts in development of the hotel.

TAX INCREMENT FUNDS

CITY shall provide to the DEVELOPER a grant of three-hundred-thousand dollars (\$300,000.00) as development incentive to encourage the construction of a 31-unit hotel with an equalized value sufficient to recover project costs. Said grant shall be disbursed by monthly draws, with completed construction verified by the architect, through the agency of a duly qualified title company. DEVELOPER shall be solely responsible for all costs of architect's and title company's services.

The DEVELOPER shall pay, when due, all taxes and assessments levied against the PROPERTY.

In any year through 2021, if the equalized value of the property generates tax increment insufficient to service the CITY'S debt, labeled "Tax Increment" on the attached Exhibit A, the DEVELOPER shall pay the difference between the amount needed to service the debt and the amount of increment actually generated.

PERSONAL GUARANTEE

Each principal officer of DEVELOPER shall be jointly and severally liable for each and every obligation imposed upon or undertaken by DEVELOPER under this AGREEMENT.

By signing this AGREEMENT, each principal officer of DEVELOPER hereby grants a personal guarantee to be responsible for the obligations and duties of the DEVELOPER under this AGREEMENT.

EVENTS AND REMEDIES OF DEFAULT

In the event of default of any term, promise, covenant, condition or representation of this AGREEMENT, upon thirty (30) days written notice of the right to cure such default, the non-defaulting party may pursue any legal or administrative action which appears necessary or desirable to compel the defaulting party to comply with this AGREEMENT and/or to seek an award of monetary damages.

If the development of the hotel as set forth above cannot be completed by December 31, 2008, for reasons beyond the control of the DEVELOPER, including, but not limited to, inclement weather, material shortages, strikes, and flooding, then the DEVELOPER shall be given reasonable additional time in which to complete the improvements. The schedule for the tax increment financing and associated guarantee for sufficient revenues shall not be changed due to any such delay.

MISCELLANEOUS

Out of Pocket Expenses. In consideration of professional staff time necessary for CITY to prepare, assemble or analyze documents associated with the tax increment projections and preparation of this AGREEMENT, CITY may utilize tax incremental proceeds for expenses due to the use of professional staff, including, but not limited to, financial adviser, assessor, city engineer, and city attorney.

Captions. Any captions of the several parts of this AGREEMENT are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Severability. If any term of this AGREEMENT shall, for any reason and to any extent, be invalid or unenforceable, the remaining terms shall be in full force and effect.

Entire Agreement. This AGREEMENT contains all of the terms, promises, covenants, conditions and representations made or entered into by or between CITY and DEVELOPER and supersedes all prior discussions and agreements whether written or oral between the parties. This AGREEMENT constitutes the sole and entire AGREEMENT between CITY and DEVELOPER and may not be modified or amended unless set forth in writing and executed by CITY and DEVELOPER with the formalities hereof.

Status of City. Nothing herein shall be deemed to create or establish the CITY as a copartner or joint venturer with DEVELOPER in the design, construction, ownership or operation of the PROPERTY; nor shall the CITY be entitled to proceeds or revenues derived from the ownership or operation of the PROPERTY.

Good Faith. Any actions taken pursuant to this AGREEMENT will be measured by an implied covenant of good faith and fair dealing.

Indemnification of City. DEVELOPER shall defend and indemnify the CITY against claims brought or actions filed against CITY or any of its officers, employees or agents for property damage, bodily injury or death to third persons arising out of or relating to DEVELOPER'S work under this AGREEMENT.

Notice. All notices, demands or consents provided for in this AGREEMENT shall be in writing and shall be delivered to the parties hereto by hand or by United States mail. All

such communications shall be addressed at the following, or other such address as either may specify to the other in writing:

To DEVELOPER:
Evansville Hotel Group, LLC
Attn: Brad Mollenberndt
404 N. Main St. – suite 101
Oshkosh, WI 54901

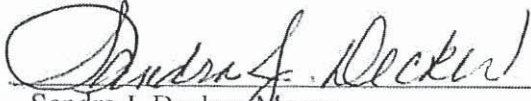
To CITY:
Evansville City Administrator
31 S. Madison St.
PO Box 76
Evansville, WI 53536

Binding Effect. This AGREEMENT shall be permanent and run with the PROPERTY, as described above, and the rights granted and responsibilities assumed thereby shall inure to, and be binding upon, the parties, their heirs, successors and assigns. DEVELOPER'S obligations under this AGREEMENT cannot be assigned without prior consent of CITY; such consent shall not be unreasonably withheld.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the date first above stated.

City of Evansville:



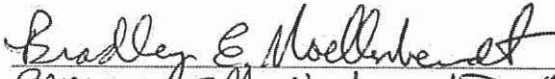
Sandra J. Decker, Mayor



Judy L. Walton, City Clerk

Evansville Hotel Group, LLC

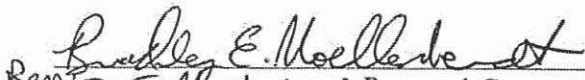
(print name and title)



BRADLEY E. MOELLENBECK, MANAGING MEMBER
(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.

_____, Personal Guarantor
(print name)



BRADLEY E. MOELLENBECK, Personal Guarantor
(print name)

Exhibit A

City of Evansville TID #6

EVANSVILLE COBBLESTONE INN INCREMENT PROJECTION

Base Value		Inflation Factor		Tax Rate Reduction Factor		2.00%		3.00%	
Construction Year	Valuation Year	Revenue Year	Inflation Increment	Value Added	Valuation Increment	Tax Rate	Tax Increment	Tax Rate	Tax Increment
1	2006	2007		0	0	23.50	0		0
2	2007	2008	0	0	0	22.80	0		0
3	2008	2009	0	1,900,000	1,900,000	22.11			42,011
4	2009	2010	38,000		1,938,000	21.45			41,566
5	2010	2011	38,760		1,976,760	20.80			41,125
6	2011	2012	39,535		2,016,295	20.80			41,948
7	2012	2013	40,326		2,056,621	20.80			42,787
8	2013	2014	41,132		2,097,754	20.80			43,642
9	2014	2015	41,955		2,139,709	20.80			44,515
10	2015	2016	42,794		2,182,503	20.80			45,406
11	2016	2017	43,650		2,226,153	20.80			46,314
12	2017	2018	44,523		2,270,676	20.80			47,240
13	2018	2019	45,414		2,316,089	20.80			48,185
14	2019	2020	46,322		2,362,411	20.80			49,149
15	2020	2021	47,248		2,409,659	20.80			50,131
16	2021	2022	48,193		2,457,853	20.80			51,134
17	2022	2023	49,157		2,507,010	20.80			52,157
18	2023	2024	50,140		2,557,150	20.80			53,200
19	2024	2025	51,143		2,608,293	20.80			54,264
20	2025	2026	52,166		2,660,459	20.80			55,349
		2027							
Totals				1,900,000				850,123	

guaranteed to here



EXHIBIT 2

<u>Year</u>	<u>Tax</u> <u>Increment</u>	<u>Credit</u>	<u>Net</u>
2013	\$ 33,739	\$ 10,000	\$ 23,739
2014	\$ 34,826	\$ 9,000	\$ 25,826
2015	\$ 35,809	\$ 6,000	\$ 29,809
2016	\$ 34,851	\$ 5,000	\$ 29,851
2017	\$ 33,881	\$ 4,000	\$ 29,881
2018	\$ 36,537	\$ 3,000	\$ 33,537
2019	\$ 37,140	\$ 2,000	\$ 35,140
2020	\$ 37,620	\$ 1,000	\$ 36,620
2021	\$ 36,158	\$ -	\$ 36,158
2022	\$ 38,318	\$ -	\$ 38,318
2023	\$ 36,603	\$ -	\$ 36,603
2024	\$ 34,873	\$ -	\$ 34,873
2025	\$ 34,946	\$ -	\$ 34,946
2026	\$ 34,887	\$ -	\$ 34,887
2027	\$ 32,879	\$ -	\$ 32,879

**AMENDMENT TO DEVELOPMENT AGREEMENT
FOR DEVELOPMENT OF 31-ROOM HOTEL**

WHEREAS, the Development Agreement between the City of Evansville and Evansville Hotel Group, LLC, was approved and executed September 11, 2007, but was not recorded;

WHEREAS, on April 25, 2011, JSR Evansville, Inc., purchased the hotel and assumed the responsibilities and obligations of Evansville Hotel Group, LLC, under the Development Agreement;

WHEREAS, JSR Evansville, Inc., has requested an amendment to the payment schedule set forth in the original Development Agreement due to low occupancy rates; and

WHEREAS, JSR Evansville, Inc., is current on its financial obligations to the City of Evansville payable through December 31, 2012;

NOW, THEREFORE, in consideration of these recitals and the mutual covenants set forth below, JSR Evansville, Inc., a Wisconsin corporation, ("DEVELOPER") and the City of Evansville, a municipal corporation, ("CITY") mutually agree this 19th day of March, 2013, the Development Agreement is hereby amended as follows:

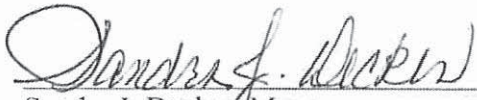
1. The provisions of the Development Agreement, dated September 11, 2007, attached as Exhibit 1, are hereby adopted and approved in their entirety and are incorporated into this Amendment as if set forth fully herein, except that the principal officers of JSR Evansville, Inc., shall not be liable for the personal guaranty therein.
2. The grant of three-hundred-thousand dollars (\$300,000.00) as a development incentive is a service under Wisconsin Statutes, section 66.0627.
3. The payment schedule, attached as Exhibit 2, shall be used in place of the schedule attached as Exhibit A to the Development Agreement dated September 11, 2007.
4. In any year through 2027, if the equalized value of the property generates tax increment insufficient to service the CITY'S debt, labeled "Tax Increment" on the attached Exhibit 2, the DEVELOPER shall pay the difference between the amount needed to service the debt and the amount of increment actually generated. Said payment shall be due January 31 or within 30 days of billing by the CITY, whichever is later.
5. The City of Evansville shall allow a credit equivalent to room taxes remitted during the prior four (4) quarters calculated from October 1st through September 30th. For example, the room tax collected and remitted from October 1, 2011, through September 30, 2012, shall be used to calculate a credit to offset any amount which may be owed for a shortfall in the 2012 property taxes, payable in 2013, under Paragraph 4. Said credit shall be limited each year to the amount labeled "Credit" on the attached Exhibit 2.

EXHIBIT B

6. In the event that DEVELOPER does not timely pay any amount due the CITY under Paragraphs 3 and 4, the CITY shall have the option in its sole discretion to levy the amount plus interest as a special charge against the property pursuant to Wisconsin Statutes, section 66.0627, in addition to any other remedies it may seek. DEVELOPER expressly waives any rights to notice or hearing with respect to the levy of said special charge.
7. Except as expressly stated, this Amendment shall not release DEVELOPER, or any successor or assign, from any responsibility or obligation under the Development Agreement dated September 11, 2007.
8. If any term of this Amendment shall, for any reason and to any extent, be invalid or unenforceable, the remaining terms shall be in full force and effect.
9. This Amendment shall be permanent and run with the land, and the rights grants and responsibilities assumed thereby shall inure to, and be binding upon, the parties, their heirs, successors and assigns. DEVELOPER'S obligations under this Amendment cannot be assigned without prior consent of the CITY; such consent shall not be unreasonably withheld.
10. DEVELOPER shall not convert property to a tax exempt status until such time as all payments to service the CITY'S debt, labeled "Tax Increment" on the attached Exhibit 2, have been satisfied.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above stated.

City of Evansville



Sandra J. Decker, Mayor



Judy L. Walton, City Clerk

JSR Evansville, Inc.



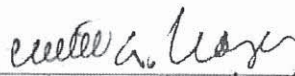
RAJESH PATEL

(print name and title)

(print name and title)

The undersigned, as the mortgage holder to the real estate subject to this amended agreement, acknowledges and consents to the terms of the above amended agreement, including the adoption and incorporation of the original development agreement.

Union Bank & Trust Company


CHRISTOPHER A. EAGER, SUP
(print name and title)

Attachment 2

EXHIBIT 2

<u>Year</u>	<u>Tax</u> <u>Increment</u>	<u>Credit</u>	<u>Net</u>
2013	\$ 33,739	\$ 10,000	\$ 23,739
2014	\$ 34,826	\$ 9,000	\$ 25,826
2015	\$ 35,809	\$ 6,000	\$ 29,809
2016	\$ 34,851	\$ 5,000	\$ 29,851
2017	\$ 33,881	\$ 4,000	\$ 29,881
2018	\$ 36,537	\$ 3,000	\$ 33,537
2019	\$ 37,140	\$ 2,000	\$ 35,140
2020	\$ 37,620	\$ 1,000	\$ 36,620
2021	\$ 36,158	\$ -	\$ 36,158
2022	\$ 38,318	\$ -	\$ 38,318
2023	\$ 36,603	\$ -	\$ 36,603
2024	\$ 34,873	\$ -	\$ 34,873
2025	\$ 34,946	\$ -	\$ 34,946
2026	\$ 34,887	\$ -	\$ 34,887
2027	\$ 32,879	\$ -	\$ 32,879

**SECONDED AMENDMENT TO THE 2007 DEVELOPMENT
AGREEMENT FOR DEVELOPMENT OF 31-ROOM HOTEL**

WHEREAS, recent savings from refinancing debt associated with this project has allowed the City to lower the guarantees of the developers in this agreement; and

WHEREAS, the Development Agreement between the City of Evansville and Evansville Hotel Group, LLC, was approved and executed September 11, 2007, but was not recorded;

WHEREAS, on April 25, 2011, JSR Evansville, Inc., purchased the hotel and assumed the responsibilities and obligations of Evansville Hotel Group, LLC, under the Development Agreement;

WHEREAS, JSR Evansville, Inc. was granted an amendment on March 19, 2013; and

WHEREAS, JSR Evansville, Inc., is current on its financial obligations to the City of Evansville payable through December 31, 2016;

NOW, THEREFORE, in consideration of these recitals and the mutual covenants set forth below, JSR Evansville, Inc., a Wisconsin corporation, ("DEVELOPER") and the City of Evansville, a municipal corporation, ("CITY") mutually agree this 14th day of November, 2017, the Development Agreement is hereby amended as follows:

1. The provisions of the Development Agreement, dated September 11, 2007 (Attachment 1) and Amendment dated March 19, 2013 (Attachment 2) remain adopted and approved in their entirety and are incorporated into this Amendment as if set forth fully herein, except that the principal officers of JSR Evansville, Inc., shall not be liable for the personal guaranty therein.
2. Payments to the CITY by the DEVELOPER to meet guaranteed minimum increment shall be discounted by no more than \$4,000 every year as shown in Exhibit 1 of this Amendment.
3. All discounts shall be equal to the amount of the DEVELOPERS obligation, dollar for dollar, not to exceed the \$4,000 annual maximum.
4. No discount amount can be saved and carried forward to another year, nor be given in advance.
5. All other discounts or credits provided in the Amendment Attachment dated March 19, 2013 are no longer valid after the date of this agreement.
6. The discounts of this agreement apply to all payments after the date of this agreement until the end of the original agreement dated September 11, 2017.
7. If the increment generated through property taxes exceeds the guaranteed amount in the Development Agreement dated September 11, 2007, all excess amounts belong to the CITY to use as allowed by state statutes.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above stated.

City of Evansville

William C. Hurtley, Mayor

Judy L. Walton, City Clerk

JSR Evansville, Inc.

(print name and title)

(print name and title)

The undersigned, as the mortgage holder to the real estate subject to this amended agreement, acknowledges and consents to the terms of the above amended agreement, including the adoption and incorporation of the original development agreement.

Union Bank & Trust Company

(print name and title)

Exhibit 1 - Evansville/JSR 2017 Amendment

Revenue Year	2007 Guaranteed Minimum Increment	2013 Amended Guaranteed Minimum Increment	2013 Amended Applied Credit	2017 Amended Applied Credit
2010	\$ 42,011			
2011	\$ 41,566			
2012	\$ 41,125			
2013	\$ 41,948	\$ 33,739	\$ (10,000)	
2014	\$ 42,787	\$ 34,826	\$ (9,000)	
2015	\$ 43,642	\$ 35,809	\$ (6,000)	
2016	\$ 44,515	\$ 34,851	\$ (5,000)	
2017	\$ 45,406	\$ 33,881	\$ (4,000)	
2018	\$ 46,314	\$ 36,537	\$ (3,000)	\$ (4,000)
2019	\$ 47,240	\$ 37,140	\$ (2,000)	\$ (4,000)
2020	\$ 48,185	\$ 37,620	\$ (1,000)	\$ (4,000)
2021	\$ 49,149	\$ 36,158		\$ (4,000)
2022	\$ 50,131	\$ 38,138		\$ (4,000)
2023	\$ 51,134	\$ 36,603		\$ (4,000)
2024	\$ 52,157	\$ 34,873		\$ (4,000)
2025	\$ 53,200	\$ 34,946		\$ (4,000)
2026	\$ 54,264	\$ 34,887		\$ (4,000)
2027	\$ 55,349	\$ 32,879		\$ (4,000)
	\$ 808,112	\$ 532,887	\$ (40,000)	\$ (40,000)

City of Evansville
MAYORAL PROCLAMATION
Proclamation #2024-01

Declaring Friday, March 8th, 2024, as Spread Goodness Day in Evansville, Wisconsin

WHEREAS, the idea of Spread Goodness Day was first created in 2017 to inspire a global day of simple goodness by encouraging individuals, schools, and organizations to show the explosive power that one act of goodness multiplied by hundreds, thousands, and maybe millions has to change the world every single day; and

WHEREAS, in 2017 the launch was created as a global goodness day initiative, headquartered in Marquette, Michigan; and

WHEREAS, people of across the nation rose up to create impactful Spread Goodness Day events and initiatives:

- A day that individuals, businesses, and schools committed to doing good things, celebrating goodness explosively together
- A day that proves that one action can change the world; and

WHEREAS, the public schools, from elementary to Universities, participate in unique Spread Goodness Day events throughout their communities:

- To create an explosive atmosphere of empowerment worldwide that the simplest acts of goodness change the world every day
- To spread goodness, plain and simple
- To engage schools and student organizations worldwide
- To support grassroots non-profits that help people “survive with goodness” through sponsoring their fundraising events; and

WHEREAS, Michigan resident Anna Dravland founded the non-profit event after experiencing the positive effects of engagement with her community, volunteerism, and social action; and

WHEREAS, despite suffering a massive stroke just after launching the platform, she has kept the initiative alive through the contagion of goodness sparked in Michigan and spread throughout the world; and

WHEREAS, the resolution states that Spread Goodness Day events has spread to 24 states and at least 10 countries; and

WHEREAS, on the second Friday of March, we should honor the power and simplicity of goodness to change the world and positively impact our community.

NOW, THEREFORE, BE IT RESOLVED that I, Dianne Duggan, Mayor of Evansville, WI, do hereby proclaim Friday March 8, 2024 as Spread Goodness Day in the City of Evansville, to uplift our city and inspire the world with acts of goodness.

Dated this 13th day of February, 2024

Dianne C. Duggan, Mayor

Introduced: 2-13-2024
 Adopted: 2-13-2024
 Published: 2-20-2024

ATTEST:

Leah L. Hurtley, City Clerk

**CITY OF EVANSVILLE
ORDINANCE #2024-01**

AMENDING CHAPTER 18 – BUILDING AND BUILDING REGULATIONS

The Common Council of the City of Evansville, Rock County, Wisconsin, amend Evansville Municipal Code Chapter 18 as follows:

Chapter 18

BUILDINGS AND BUILDING REGULATIONS¹

Article I. In General

Sec. 18-1.	Permit Required
Sec. 18-2.	Building Permit; Fees
Sec. 18-3.	Permit Lapses; Revocation
Sec. 18-4.	Adoption of State Codes
Sec. 18-5.	Certified Municipality Status
Sec. 18-6.	Building; HVAC; Electrical; Plumbing Inspector
Sec. 18-7.	Violations and Penalties
Sec. 18-8.	Unsafe Buildings
Sec. 18-9.	Razing of Buildings
Sec. 18-10.	Moving Buildings
Sec. 18-11.	Severability
Secs. 18-12--18-30.	Reserved.

ARTICLE I. IN GENERAL

Sec. 18-1. Permit Required

- (a) Except as otherwise expressly provided in this Chapter, no owner or contractor may construct, erect, alter, enlarge, repair, move, convert to other uses, or demolish any building, structure or mechanical system until a valid permit is obtained from a Municipal Building Inspector. The building permit shall be issued if the requirements for filing and fees are satisfied, and the plans have been conditionally approved.
- (b) The foregoing described work that shall require a building permit includes, but is not limited to:
- (1) New 1-and 2-family dwellings and commercial buildings including agricultural buildings, detached structures (decks), and detached accessory buildings.
 - (2) Additions that increase the physical dimensions of a building including all garages, decks, balconies, stoops, and similar structures that are attached to any building.

¹ **Cross references:** Environment, ch. 46; fire prevention and protection, ch. 50; flood area zoning, ch. 54; health and sanitation, ch. 58; historic preservation, ch. 62; planning, ch. 94; solid waste, ch. 102; streets, sidewalks and other public places, ch. 106; numbering of buildings, § 106-341; subdivisions, ch. 110; utilities, ch. 126; zoning, ch. 130; manufactured homes and trailers, § 130-1241.

- (3) Alterations to the building structure, cost shall include market labor value, or alterations to the building's heating, electrical, or plumbing systems.
- (4) Any electrical wiring for new construction or remodeling excluding new wiring for existing industrial and manufacturing facilities that do not require State mandated building plan review.
- (5) Any HVAC for new construction or remodeling.
- (6) Any plumbing for new construction or remodeling.
- (7) Any new or re-wired electrical service, including services for agricultural buildings.
- (8) The repairs, alterations, improvements, or enlargements are in whole or in part to the exterior of the building or structure and the property is located in a historic district or is listed as a landmark, landmark site, or specially designated landmark under Chapter 62.
 - a. If a building permit is required under paragraph h) of this section, before the building permit is issued, a completed application for a certificate of appropriateness under Chapter 62 shall be submitted to the historic preservation commission for review and approval in accordance with section 62-36(10).

(c) The following construction activities shall not require a building permit:

- (1) Finishing of interior surfaces, installation of cabinetry, and repairs which are deemed minor by the Building Inspector.
- (2) Replacement of 1-and 2-family dwelling building equipment including furnaces and central air conditioners, water heaters, and any other similar equipment.
- (3) Normal repairs of HVAC, plumbing, and electrical, or systems such as replacing switches, receptacles, light fixtures, and dimmers.

(d) If, in the reasonable judgement of the Building Inspector, the character of the construction related work is sufficiently described in the application, the Building Inspector may waive the filing of plans for alterations and/or repairs, provided the cost of such work does not exceed One Thousand (\$1,000.00) Dollars.

(Code 2024, Ord. 2024-01)

Sec. 18-2. Building Permit; Fees

- (a) At the time of building permit issuance, the applicant shall pay fees as established by resolution periodically by the City.
- (b) If work commences prior to permit issuance, the permit fees shall be double.

(Code 2024, Ord. 2024-01)

Sec. 18-3. Permit Lapses; Revocation

(a) Permit Lapses

- (1) The building permit shall become null and void unless operations are commenced within 6 months from the date thereof, or if the building or work authorized by such permit is suspended at any time after work is commenced for a period of 180 days. No construction shall commence or resume unless a time extension is granted. The Building Inspector shall make the final determination as to if the permitted work has not started or has been suspended or abandoned. The permit shall not be considered expired until the Inspector has notified the permit holder in writing and offered a time extension.
- (2) In any event, except the work required to construct a one-family or two-family residence under a Wisconsin Uniform Building Permit, all work requiring a permit shall be completed within 12 months of the issuance of the building permit. Wisconsin Uniform Building Permits shall expire 24 months after issuance if the dwelling exterior has not been completed in accordance with Wis. Admin. Code SPS 320.09(9)(a)5. Completion requires the passing of a final inspection. A 6-month

extension may be granted by the City Council. Before any work is commenced or recommended after the permit has lapsed under subsections (a) or (b), a new permit, subject to regular rates and fees, shall be issued.

(b) Permit Revocation

- (1) The Building Inspector or the City Council (or its designee) may revoke any building, plumbing or electrical permit, certificate of occupancy, or approval issued under the regulations of this chapter and may stop construction or use of approved new materials, equipment, methods of construction, devices, or appliances for any of the following reasons:
 - a. Whenever the Building Inspector shall find at any time that applicable ordinances laws, orders, plans and specifications are not being complied with and that the holder of the permit refused to conform after written warning.
 - b. When the continuance of any construction becomes dangerous to life or property.
 - c. When there is any violation of any condition or provisions of the application for permit or of the permit.
 - d. When, in the reasonable judgment of the Building Inspector, there is inadequate supervision provided on the job site.
 - e. When any false statement or misrepresentation has been made in the application for permit, plans, drawings, data specifications or certified lot or plot plan on which the issuance of the permit or approval was based.
 - f. When there is a violation of any of the conditions of an approval or occupancy given by the City Building Inspector for the use of all new materials, equipment, methods or construction devices or appliances.
- (2) The notice revoking a building, plumbing or electrical permit, certificate of occupancy or approval shall be in writing and may be served upon the applicant of the permit, owner of the premises and their agent, if any, and on the person having charge of construction. A revocation placard shall also be posted upon the building, structure, equipment, or premises in question by the City Building Inspector.
- (3) After the notice is served upon the persons as aforesaid and posted, it shall be unlawful for any person to proceed thereafter with any construction operation whatsoever on the premises, and the permit which has been so revoked shall be null and void, and before any construction or operation is again resumed, a new permit, as required by this chapter, shall be procured and fees paid therefor, and thereafter the resumption of any construction or operation shall be in compliance with the regulation of this chapter. However, such work as the City Building Inspector may order as a condition precedent to the reissuance of the building permit may be performed, or such work as the City Building Inspector may require for the preservation of life and safety.

(Code 2024, Ord. 2024-01)

Sec. 18-4. Adoption of State Codes

- (a) The following Chapters of the Wisconsin Administrative Code, as well as all subsequent future amendments, modifications, and revisions, are adopted by the Municipality and shall be enforced by the Building Inspector.

Ch. SPS 302.31	Plan Review Fee Schedule
Ch. SPS 305	Credentials
Ch. SPS 316	Electrical Code
Chs. SPS 320-325	Uniform Dwelling Code
Ch. SPS 327	Campgrounds

Chs. SPS 361-366 Commercial Building Code
Chs. SPS 375-379 Buildings Constructed Prior to 1914
Chs. SPS 381-387 Uniform Plumbing Code
Wisconsin State Statutes Chapter 101 Department of Safety and Professional Services- Regulation of Industry, Buildings, and Safety

- (b) For the purpose of this Ordinance, the standards contained in the Wisconsin Uniform Building Code shall be expanded to apply to the alteration, enlargement or repair of existing 1- and 2-family dwellings constructed prior to June 1, 1980, for which a building permit is required under this Chapter. Submitted building permit applications for alterations or additions to homes built prior to June 1, 1980, may provide alternative methods or materials that, when deemed necessary in the opinion of the Building Inspector, meet the current intent of the code.
- (c) Any act required to be performed or prohibited by an Administrative Code provision incorporated herein by reference is required or prohibited by this Chapter.

(Code 2024, Ord. 2024-01)

Sec. 18-5. Certified Municipality Status

- (a) Certified Municipality. The City of Evansville has adopted the Certified Municipality Status as described in SPS 361.60 of the Wisconsin Administrative Code.
 - (1) Responsibilities. The City shall assume the following responsibilities for the Department of Safety and Professional Services (Department):
 - a. Provide HVAC and structural inspection of all sized commercial buildings with certified commercial building inspectors.
 - b. Provide HVAC and structural plan review of all sized commercial buildings with certified commercial building inspectors.
 - (2) Plan Examination. Drawings, specifications, and calculations for all the types of buildings and structures, except state-owned buildings and structures, to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:
 - a. All commercial buildings, without size limitations [Appointed Agent per Wis. Stat. § 101.12(3g)].
 - (3) Notes.
 - a. A certified municipality may waive its jurisdiction for the plan review of a specific project or type of project, or components thereof, in which case plans and specifications shall be submitted to the Department for review and approval.
 - b. The Department may waive its jurisdiction for the plan review of a specific project, agreed to by a certified municipality, in which case plans and specifications shall be submitted to the certified municipality for review and approval.
 - (4) Plan Submission Procedures. All commercial buildings, structures, and alterations, including new buildings and additions less than 25,000 cubic feet, require plan submission as follows:
 - a. Building permit application.
 - b. Application for review - SBD-118, or equivalent.
 - 1. Fees per Table SPS 302.31-2 and SPS 302.31.
 - 2. Fees apply to commercial projects.
 - c. Four sets of plans.

1. Signed and sealed per SPS 361.31.
2. One set of specifications.
3. Component and system plans.
4. Calculations showing code compliance.

(Code 2024, Ord. 2024-01)

Sec. 18-6. Building; HVAC; Electrical; Plumbing Inspector

- (a) Creation and Appointment. There is hereby created the office of the Building Inspector. The Building Inspector shall be appointed by the municipality. The Building Inspector shall be certified for inspection purposes by the Department in the required categories specific under SPS 305, Wisconsin Administrative Code.
- (b) Assistants. The Building Inspector may employ, assign, or appoint, as necessary, assistant inspectors. Any assistant hired to inspect buildings shall be certified as defined in SPS 305, Wisconsin Administrative Code by the Department.
- (c) Duties. The Building Inspector shall administer and enforce all provisions of this ordinance.
- (d) Powers. The Building Inspector or an authorized certified agent of the Building Inspector may, at all reasonable hours, enter upon any public or private premises for inspection purposes. The Building Inspector may require the production of the permit for any building, plumbing, electrical, or heating work. No person shall interfere with or refuse to permit access to any such premises from the Inspector or his/her agent while in the performance of his/her duties. If the Inspector is refused access to any such premises, then the Inspector is authorized to apply for a special inspection warrant pursuant to Section 66.0119, Stats. The Inspector may request the assistance of City attorney, police department, and other officers and departments of the City. The Inspector shall have the authority to make periodic inspections of existing buildings to determine their safety and to make inspections at the site of buildings damaged by any cause to determine the safety of the affected buildings.
- (e) Inspection results. The findings of inspection by the Building Inspector, plumbing inspector and electrical inspector are intended to report conditions of non-compliance with code standards that are readily apparent at the time of inspection. The inspection does not involve a detailed examination of the closed structural and non-structural elements or the mechanical systems of the building and premises. No warranty of the operation, use, or durability of equipment and materials not specifically cited in the findings of inspection are expressed or implied.
- (f) Appeals of orders and decisions. Appeals from orders or decisions of the city building inspector relating to granting or denying a building inspection or occupancy permit, or any other application of this chapter, may be taken pursuant to Wis. Stats. ch. 68. The zoning board of appeals shall act as the impartial decision-maker on such appeals; provided, however, that a determination of the board of appeals with respect to applications or construction subject to the Wisconsin Uniform Dwelling Code shall not entitle the applicant or permittee to a variance or exception until approved by Department of Safety and Professional Services in accordance with the provisions of Wis. Admin. Code §§ SPS320.19 and SPS320.21. Appeals to the department shall be taken within 14 days of the date on which the board of appeals' written determination is mailed to the applicant.

(Code 2024, Ord. 2024-01)

Sec. 18-7. Violations and Penalties

- (a) Prohibition. No person, firm, or entity may construct, remodel, demolish, or repair any building in a manner which violates any provision or provisions of this ordinance.
- (b) Any person, firm, or entity who violates any of the provisions of this ordinance, or who fails to comply with any order made hereunder, or who builds in violation of any detailed statement of specifications or

plans submitted and conditionally approved hereunder, or any certificate or permit herein from which no such appeal has been taken, or who fails to comply with such an order as affirmed or modified by a court of competent jurisdiction within the time fixed herein, shall for each and every violation and noncompliance be subject to the following:

- (1) Every person, firm, or entity which violates any provisions of this ordinance shall be subject to a penalty of not less than \$25.00 nor more than \$1,000.00 for each day of non-compliance, together with the costs of prosecution.
 - (2) Imposition of a penalty for each such violation shall not excuse the violation or permit it to continue and such violations or defects shall be corrected or remedied within the time stated in the order. Each and every day that a violation of this Code occurs constitutes a separate offense.
- (c) Violations discovered by the Building Inspector shall be corrected within 30 days, or more if allowed by the Inspector, after written notice is given. Violations involving life safety issues shall be corrected in a reasonable time frame established by the Building Inspector.
- (d) Compliance with the requirements of this ordinance is necessary to promote the safety, health, and well-being of the community and the owners, occupants, and frequenters of buildings. Therefore, violations of this ordinance shall constitute a public nuisance that may be enjoined in a civil action.

(Code 2024, Ord. 2024-01)

Sec. 18-8. Unsafe Buildings

- (a) Whenever the Building Inspector shall find that any building or structure, or any part thereof, is dangerous to life or adjoining property by reason of bad conditions, defective construction, overloaded floors, decay, lack of guards against fire, general dilapidation or other cause, he or she shall order the owner of or tenant thereof to cause the same to be made safe or to be removed, as in the judgment of the Building Inspector may be necessary; and he or she shall also affix a notice of such order in a conspicuous place on the outside wall of the building. No person shall remove or deface such notice. The owner or tenant of such building or structure shall thereupon immediately cause the same to be made safe, or to be removed, as ordered. Any person who fails to comply with any such order shall be guilty of a violation of this section.
- (b) Where the public safety requires immediate action, the Building Inspector shall enter upon the premises with such assistance as may be necessary and cause the building or structure to be made safe or to be removed, and the expense of such work may be recovered by the City in an action against the owner or tenant.
- (c) Whenever any building or portion thereof is, in the judgment of the Building Inspector, so old, dilapidated, or out of repair and consequently dangerous, unsafe, unsanitary, or otherwise unfit for human habitation and unreasonable to repair, order the owner of the building to raze the building or, if the building can be made safe by reasonable repairs, order the owner to either make the building safe and sanitary or to raze the building, at the owner's option; or, where there has been a cessation of normal construction of any building or structure for more than two years, to raze and remove such building or part thereof. The order shall specify a time within which the owner shall comply therewith and shall specify repairs, if any. It shall be served as provided by Wis. Stats. § 66.0413.
- (1) If the owner fails or refuses to comply within the time prescribed, the Building Inspector shall cause the building, or part thereof, to be razed and removed or closed if unfit for human habitation, use or occupancy. The cost of such razing and removal or closing shall be charged against the real estate upon which the building is located and shall be a lien upon such real estate and the amount thereof shall be certified by the Building Inspector to the City Treasurer, which shall be collected as a special tax.

- (2) If the building, or part thereof, is unsanitary and unfit for human habitation, occupancy, or use, and is not in danger of structural collapse, the Building Inspector shall placard the premises as follows:
"This Building Cannot Be Used for Human Habitation, Occupancy, Or Use."

(Code 2024, Ord. 2024-01)

Sec. 18-9. Razing of Buildings

- (a) Before a building can be demolished or removed, the owner or agent shall notify all utilities having service connections within the building, such as water, electric, gas, sewer, and other connections. A permit to demolish or to remove a building shall not be issued until it is ascertained that service connections and appurtenant equipment, such as meters and regulators, have been removed, sealed and/or plugged in a safe manner. Excavations shall be filled with solid fill to match the lot grade within 30 days of removal of the structure. Any excavation shall be protected with appropriate fences, barriers and/or lights. Nothing within this section shall alter the requirement for obtaining approval from the historic preservation commission as required by section 62-36(11).

(Code 1986, § 14.29, Ord. 2005-31, 2024-01)

Sec. 18-10. Moving Buildings

- (a) Permit required. A permit shall be obtained from the building inspector and payment for same shall be received prior to the moving of any building or structure within or into the city. Every permit to move a building or structure shall state all conditions to be complied with, designate the route to be taken, and limit of time for removal.
- (b) Compliance with codes and conformity with existing structures required. Buildings or structures moved within or into the city shall comply with the provisions of this article for new buildings and structures where deemed practical by the building inspector. The building or structure to be moved shall conform with the existing buildings in the area in which it is to be moved as determined by the city plan commission or city zoning department.
- (c) Approval by plan commission. In no event shall a permit be issued for moving a building or structure unless it has been found as a fact by the plan commission by at least a majority vote, after an examination of the application for the permit, which shall include exterior elevations of the building and accurate photographs of all sides and views of the building, and in case it is proposed to alter the exterior of the building, plans and specifications of such proposed alterations, and after a view of the building proposed to be moved and of the site at which it is to be located, that the exterior architectural appeal and functional plan of the building, as related to buildings already constructed or in the course of construction in the immediate neighborhood, or the character of the applicable district established by the zoning ordinances of the city, or any ordinance amendatory thereof or supplementary thereto, will not cause a substantial depreciation in the property values of the neighborhood within the applicable district. In case the applicant proposes to alter the exterior of the building after moving the building, he shall submit with their application papers complete plans and specifications for the proposed alterations. Before a permit shall be issued for a building to be moved and altered, the applicant shall give a bond to the city plan commission, which shall not be less than \$10,000.00, to be executed in the manner provided in sub-section e) of this section, to the effect that he will, within a time to be set by the plan commission, complete the proposed exterior alterations to the building in the manner set forth in their plans and specifications. This bond shall be in addition to any other bond or surety which may be required by other applicable ordinances of the city. No occupancy permit shall be issued for the building until the exterior alterations proposed to be made have been completed.
- (d) Unsafe or unfit buildings prohibited. No building or structure shall be moved within or into the city if deemed by the building inspector structurally unsafe. The Inspector may, at their discretion, require the applicant and/or persons responsible for moving the building to provide sufficient structural analysis to determine the fitness of the building as it relates to the proposed movement of said building.

- (e) Bond required. Before a permit to move any building or structure is issued by the building inspector, the party applying therefore shall give a bond in the sum of \$10,000.00 with good and sufficient sureties to be approved by the building inspector, mayor and city attorney, conditioned, among other things, that such party will save and indemnify judgments, costs and expenses which may in any way accrue against the city and keep the city harmless against all liabilities, judgments, costs and expenses in consequence of granting such permit.
 - (1) Unless the building inspector, or other appointed designee, upon investigation, shall find it to be a fact that the excavation exposed by the removal of such building from its foundation shall not be so close to a public thoroughfare as to permit the accidental falling therein of travelers or the location, nature and physical characteristics of the premises and the exposed excavation, such as to make intrusion upon the premises and the falling into such excavation of children under 12 years of age unlikely, the bond required by subsection (a) of this section shall be further conditioned upon the permittee erecting adequate barriers, and, within 48 hours, filling in such excavation or adopting and employing such other means, devices or methods approved by the building inspector and reasonably adopted or calculated to prevent the occurrences set forth in this subsection.
- (f) The removal of a building shall be continuous during all hours of the day, and day by day, and at night if the building inspector so orders, until completed, with the least possible obstruction to thoroughfares. Lighted lanterns shall be kept in conspicuous places at each end of the building during the night. The route and time of moving shall be approved, in writing, by the chief of police.
- (g) Damage to streets and highways. Every person receiving a permit to move a building or structure shall within one day after reaching its destination, report the fact to the building inspector who shall report the same to the street commissioner who shall thereupon inspect the streets and highways over which the building was moved, or cause the same to be done, and ascertain their condition. If the removal of the building or structure has caused any damage to the streets or highways over which moved, the building mover shall forthwith place them in as good repair as they were before the permit was granted. Upon failure of the building mover to do so within ten days thereafter, to the satisfaction of the street commissioner, the street commissioner shall order the repair of the damage done to such streets and highways and hold sureties of the bond given by the building mover responsible for the payment of same.
- (h) Insurance. In addition to the bond indicated sub-section 5) of this section, the City shall require public liability insurance covering injury to one person in a sum of not less than \$100,000.00 and for one accident in a sum not less than \$300,000.00, together with property damage insurance in a sum not less than \$50,000.00, or such other coverage as deemed necessary.

(Code 2024, Ord. 2024-01)

Sec. 18-11. Severability

- (a) If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

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

Passed and adopted this 13th day of February, 2024.

Dianne C. Duggan, Mayor

Introduced:
First Reading:
Adoption:
Publication: