

Common Council
Regular Meeting
REVISED

Tuesday, February 9, 2021, 6:00 p.m.

In response to COVID-19, this meeting is being held virtually to ensure the safety of members and the public.

To participate via video, go to this website: <https://meet.google.com/mdf-jebj-hki>
To participate via phone, call this number: +1 (314) 773-5700 and enter PIN: 172 964 439# when prompted.

When you are not speaking, please mute your microphone or telephone to reduce background noise.

Copies of the packet and agenda are available at
http://www.ci.evansville.wi.gov/city_government/public_agendas_minutes/common_council/

Agenda

1. Call to order
2. Roll Call
3. Approval of Agenda
4. Motion to waive the reading of the minutes of January 12, 2021 meeting and approve as presented.
5. Civility reminder
6. Citizen Appearances other than agenda items listed.
7. Reports of Committees
 - A. Library Board Report
 - B. Youth Center Advisory Board Report
 - C. Plan Commission Report
 - D. Finance and Labor Relations Committee Report
 - 1) Motion to accept the January 2021 Supplemental City bills as presented in the amount of \$3,422,453.20.
 - 2) Motion to approve the lease extension agreement with Quadient Leasing USA Inc. for city hall postage machine.
 - E. Public Safety Committee Report
 - F. Municipal Services Report
 - G. Economic Development Committee
 - 1) Motion to recommend forgiveness to Common Council of the entire remaining balance of revolving loan RLF-2018-01 (Urban Exchange Consignments) including the principal balance of \$1,069.04 and interest that would have accrued.
 - H. Parks and Recreation Board Report
 - 1) Discussion and possible action on RFQ for Park, Pool and Splash pad

- 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
- A. Discussion and possible motion on additional expenditures for recording equipment added to AV system in council chambers.
 - B. Second reading and motion to approve Ordinance 2020-13 Amending Ch 130 of the Zoning Code.
9. Communications and Recommendations of the Administrator (placeholder)
10. Communications and Recommendations of the Mayor
- A. Motion to approve appointment of Mike Pfeil, 78 Champion Drive, to the Park & Recreation Board to full-fill the term of Darrell Hamilton which ends in 2021.
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 2021-01, which is identified as agenda item 12A can be voted on after the first reading.
 - B. Motion to approve Resolution 2021-01 A Resolution Establishing Fees for use of Right-of-Way and use of Municipally Owned Property
12. Introduction of New Ordinances
- A. First Reading and motion to approve Ordinance 2021-01 Governing Wireless Communication Facilities.
13. Meeting Reminder
- A. Regular meeting March 9th, 2021 6:00 p.m.
14. Adjourn

William C. Hurtley, Mayor

Requests for persons with disabilities who need assistance to participate in this meeting should be made to the Clerk's office by calling 882-2266 with as much advance notice as possible.

Please turn off all cell phones while the meeting is in session. Thank you.

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MINUTES

1. **Call to order-** The meeting was called to order by Mayor Bill Hurtley at 6:00 p.m.
2. **Roll Call-** Members present: Mayor Bill Hurtley, Alderpersons Jim Brooks, Dianne Duggan, Bill Lathrop, Ben Ladick, Gene Lewis, Joy Morrison, and Erika Stuart. Others present: City Clerk Darnisha Haley, Judy Walton, Community Development Director Jason Sergeant, Municipal Services Director Chad Renly, and City Attorney Mark Kopp.
3. **Approval of Agenda-** Brooks made a motion, seconded by Duggan to approve the agenda. Motion approved 7-0
4. **Approval of Minutes-** Brooks mad a motion, seconded by Lathrop to waive the reading of the minutes for December 8, 2020 meeting and approve as presented. Motion approved 7-0
5. **Civility reminder-** Recognition of the commitment to civility and decorum at Council meeting
6. **Citizen Appearances other than agenda items listed-** None
7. **Reports of Committees**
 - A. **Library Board Report-**Haley read the report prepared by Library Director Megan Kloeckner as follows:

General Updates

 - 2020 Program Information:
 - In-Person Programs Held: 73 children’s programs, 14 young adult, and 21 adult/all ages programs. Total attendance was 1,593.
 - Live, Virtual Programs Held: 39 children’s programs, 9 young adult programs, and 3 adult/all ages programs. Total attendance was 913.
 - Pre-Recorded Programs Held: 12 children’s programs and 1 adult/all ages program. Total attendance 1,504.
 - Self-Directed Activities Held: 47 children’s, 8 young adult, and 36 adult/all ages. Total participation: 1,236.
 - Megan will begin working on the library’s annual report in February. This report is submitted to the Department of Public Instruction every year.
 - The library is working on updating their strategic plan. We hope to have a survey available for the public in February.
 - B. **Youth Center Advisory Board Report-**Brooks reported they did not meet in December but plan on meeting sometime next week. Brooks also reported that

Chad Renly & Dale Roberts are looking into an air handling units for the facility so when they do open back up it will be a safe environment.

C. Plan Commission Report-Nothing to Report

D. Finance and Labor Relations Committee Report

- 1) Duggan made a motion, seconded by Morrison to accept the November 2020 Supplemental City bills as presented in the amount of \$99,485.50. Motion approved 7-0 on a roll call vote.
- 2) Morrison made a motion, seconded by Duggan to accept the December 2020 City bills as presented in the amount of \$903,902.89. Motion approved 7-0 on a roll call vote.

E. Public Safety Committee Report-Duggan reported that EMS & Police employees that wanted to receive COVID vaccination have received them. PD continues to investigate the possibility of a 4 way stop at E Main & Water St.

- 1) Duggan made a motion, seconded by Stuart to approve of the Original Alcohol Beverage License Application for a Class B Beer and Class C Wine License for Angel's Pizza LLC, Michael Barcena, Agent, 44 N Madison St, Evansville, WI 53536, d/b/a Marsala's Pizzeria, 18 E Main Street, Evansville, WI 53536. Motion approved 7-0.

F. Municipal Services Report- Brooks reported the committee discussed late fee charges on utility bills. Earlier in the year a waiver was completed with the PSC stating that late fees would be waived until December 31, 2020, The PSC offered to continue this waiver until April 15, 2021 and the City agreed to continue this waiver.

- 1) **Economic Development Committee-** Brooks reported the committee reviewed the Year end reports from the Chamber for tourism and for the County to take a look at the yearend standing and the overall 2020 development efforts. Brooks also reported the committee is taking a look at the North Allen Creek Redevelopment plan due to renewed interest in that area.

G. Parks and Recreation Board Report-Morrison reported they had a citizen appearance at the December 15th meeting requesting an ice skating rink. Renly is looking for a spot to put a retention pond so that ice skating does not have to be on the lake for safety reasons. The committee is looking to get shelter reservation requests online to better streamline the process. For the 2021 baseball program they are looking at an online organizational meeting to discuss registration and fee schedules.

Morrison also reports that the original deadline for the engineering drawings of the dam repair had been extended due to COVID. Renly stated he should have the drawings from the engineer next week and they should be submitted to the DNR by January 29, 2021. The 2021 Creek Walls and second duck house repairs recommended by the Historical Preservation Commission is currently under review. Renly reported that the park road has been closed to make it more difficult for people to fish on the lake so that aquatic life can recoup from the spring and summer fishing season.

H. Historic Preservation Commission-Lewis reported there were two meetings held in December, one was rescheduled from November and the regular December meeting.

- 1) At the December 9th meeting Lewis reported 32 W Main St had a request for replacement windows. The only issue was the front main window was entered as a double window but is actually a single window. Owner was approved for a double window had to provide documentation showing the changes to move forward. Lewis also reported the committee approved an application to update the siding and porch for property address 14 Railroad. During this meeting staff issued two certificates of appropriateness, one at 15 Mill St for replacement roof and a second at 27 W Main St for a sign change.
- 2) At the December 16th Meeting Lewis reported there was a presentation from Committee Chair Dan Stephans regarding window restoration, when to repair and when to replace. Preservation Hero Awards were issued to the following:
 - i) Residential-45 N First
 - ii) Favorite Commercial Building-24 E Main
 - iii) City/Public- Lake Leota Fireplace

I. Fire District Report-Brooks reported that 1/3 of the Firefighter staff have been vaccinated through Mercy and reporting good results. At this meeting the Chief provided the annual call volume which showed a decrease in 2020 fire calls, possibly due to the pandemic and less activity outside. There was a total of 98 fire call, 60% of which were between 6 a.m. and 6 p.m., the other 40% were in the evening. There were 13 mutual aid calls where we assisted out and 2 mutual aid calls where we requested assistance. There were 4 major fire incidents in 2020, the structure fire on Liberty St, 2 garage fire on Church St, Structure fire in June on Topper Rd due to lightening and a gas leak on E Main St in October. EMS assists were at 46 which is half of what they were in 2019 and the department is averaging about 10.7 firefighters per call in 2020.

J. Police Commission Report- Nothing to report, did not meet

K. Energy Independence Team Report- Nothing to report, did not meet

L. Board of Appeals Report-Nothing to report, Did not meet

8. Unfinished Business

A. Discussion and possible motion on procedure for 2021 Property Revaluation. This item has been tabled until the scheduled June 8th, 2021 meeting.

9. Communications and Recommendations of the Administrator (placeholder) - Nothing to report

10. Communications and Recommendations of the Mayor-Hurtley reported an update on the city trash service going good and DPW staff was out picking up Christmas trees. There will be a city hall staff meeting on Friday to discuss bring all staff back to work in the office beginning on Monday January 18th, 2021. City hall will remain closed/open by appointment only at this time.

- A. Brooks made a motion, seconded by Ladick to approve Resolution 2020-26 A Resolution Authorizing Purchase of Real Estate. Motion approved 7-0 on a roll call vote

11. New Business

- A. Discussion on mandatory electronic packets. The council agreed to get a paper copy and a digital copy and experiment with both to see how they feel about each.

12. Introduction of New Ordinances- Renly discussed how the council would like him to proceed with amending Ordinance Chapter 118 (Lease agreement with US Cellular)

13. Meeting Reminder

- A. The next regular meeting is scheduled February 9th, 2021 6:00 p.m.

14. Adjourn- Duggan made a motion, seconded by Duggan to adjourned at 7:20 p.m. Motion approved 7-0

Darnisha Haley, City Clerk

The minutes are not official until approved by the Common Council at the next regular meeting.

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
01-1000130	UTILITY CASH CLEARING	2135	EAGER, DIANA	REFUND OVERPAYMENT	18360000	01/21/2021	128.96	45422	.00	0	
01-1000130	UTILITY CASH CLEARING	3535	CANTRELL, WILLIAM	REFUND OVERPAYMENT FROM CLOSING	17221000-20	01/21/2021	225.77	45414	.00	0	
01-1000130	UTILITY CASH CLEARING	921630	BEVERLY KRUEGER	REFUND OF UTILITIES OVERPAYMENT	10113521	01/21/2021	91.39	45410	.00	0	
01-1000130	UTILITY CASH CLEARING	922512	RYAN & JULIA EGAN	REFUND SOLAR CREDIT	2322402-012	01/15/2021	665.41	45398	.00	0	
01-1000130	UTILITY CASH CLEARING	922603	HOGAN, CHRIS	REFUND W&L OVERPAYMENT	14156005-01	01/21/2021	233.82	45431	.00	0	
01-1000130	UTILITY CASH CLEARING	922614	FRANK, PENNI	REFUND OVERPAYMENT	23464803-01	01/15/2021	123.29	45389	.00	0	
01-1000130	UTILITY CASH CLEARING	922616	MOORE, SHARON	REFUND W&L OVERPAYMENT	18472003-20	01/21/2021	111.10	45441	.00	0	
01-1000130	UTILITY CASH CLEARING	922617	SMECKO, JOHN	REFUND W&L OVERPAYMENT	29936000-20	01/21/2021	48.96	45449	.00	0	
01-1000130	UTILITY CASH CLEARING	922618	KASKA, JAMES & JOANNE	REFUND W&L OVERPAYMENT	11281002-20	01/21/2021	168.63	45435	.00	0	
01-1000130	UTILITY CASH CLEARING	922619	MALLOY TRUST, JAMES	REFUND W&L OVERPAYMENT	13405508-20	01/21/2021	23.69	45437	.00	0	
01-1000130	UTILITY CASH CLEARING	922621	BERKHOLTZ, THOMAS	REFUND OVERPAYMENT W&L	20157001-20	01/21/2021	72.56	45409	.00	0	
Total 011000130:							1,893.58		.00		
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	747.52	45417	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	104.46	45417	.00	0	
10-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	1,876.22	45417	.00	0	
Total 101650000:							2,728.20		.00		
10-1650020	PREPAID POSTAGE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-PREPAID POSTAGE	5090-0121	01/15/2021	61.25	45396	.00	0	
Total 101650020:							61.25		.00		
10-2127500	REIMBURSABLE DEV COSTS	4990	TOWN & COUNTRY ENGIN	ENG FEES-WESTFIELD MEADOWS	22330	01/21/2021	290.70	45454	.00	0	
Total 102127500:							290.70		.00		
10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	UNITED STATES TREASUR	2ND QTR 2020 - 941 RECONCILIATION	2020-2ND Q	01/21/2021	1,035.63	45457	.00	0	
10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 1/15/2021	PR0115211	01/31/2021	10,838.30	20131555	.00	0	
10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 1/1/2021	PR0101211	01/27/2021	10,472.11	20131542	.00	0	
Total 102131100:							22,346.04		.00		
10-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 1/1/2021	PR0101211	01/27/2021	5,741.49	20131547	.00	0	
10-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay							

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
				Period: 1/15/2021	PR0115211	01/31/2021	5,633.54	20131556	.00	0	
	Total 102131200:						11,375.03		.00		
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP RETIREE HEALTH CARE PAYMENTS Pay Period: 1/1/2021	PR0101211	01/27/2021	1,871.36	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 1/1/2021	PR0101211	01/27/2021	426.78	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 1/1/2021	PR0101211	01/27/2021	3,581.60	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 1/1/2021	PR0101211	01/27/2021	1,870.16	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 1/1/2021	PR0101211	01/27/2021	21,129.81	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INSURANCE - FAMIL Pay Period: 1/1/2021	PR0101211	01/27/2021	128.51	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INSURANCE - FAMIL Pay Period: 1/1/2021	PR0101211	01/27/2021	831.63	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX)2 Pay Period: 12/18/2020	PR1218201	01/27/2021	21,765.90	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 12/18/2020	PR1218201	01/27/2021	238.28	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 12/18/2020	PR1218201	01/27/2021	3,393.10	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 12/18/2020	PR1218201	01/27/2021	145.25	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 12/18/2020	PR1218201	01/27/2021	1,170.93	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX)2 Pay Period: 12/18/2020	PR1218201	01/27/2021	2,129.58	20131549	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS ADJUSTMENTS	PR1218201	01/27/2021	4,719.49-	20131549	.00	0	
	Total 102132110:						53,963.40		.00		
10-2132120	DENTAL INSURANCE	1998	DELTA DENTAL OF WISCO	ADJUSTMENT	PR0101211	01/27/2021	105.68-	20131539	.00	0	
10-2132120	DENTAL INSURANCE	1998	DELTA DENTAL OF WISCO	DENTAL INS DED/EXP DENTAL INSURANCE Employer Pay Period: 1/1/2021	PR0101211	01/27/2021	3,792.72	20131539	.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 102132120:							3,687.04		.00		
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/18/2020	PR1218200	01/31/2021	5,968.37	20131557	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/18/2020	PR1218200	01/31/2021	6,441.46	20131557	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/18/2020	PR1218200	01/31/2021	6,441.46	20131557	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/18/2020	PR1218200	01/31/2021	3,431.56	20131557	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 12/4/2020	PR1204200	01/31/2021	62.05	20131557	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/4/2020	PR1204200	01/31/2021	5,055.46	20131557	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/4/2020	PR1204200	01/31/2021	5,055.46	20131557	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/4/2020	PR1204200	01/31/2021	2,232.16	20131557	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/4/2020	PR1204200	01/31/2021	3,882.34	20131557	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 12/4/2020	PR1204200	01/31/2021	62.05	20131557	.00	0	
10-2132130	RETIREMENT PAYABLE	5611	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PRIOR YEAR ADJUSTMENTS Pay Period: 12/18/2020	PR1218202	01/31/2021	110.84	20131558	.00	0	
10-2132130	RETIREMENT PAYABLE	5611	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PRIOR YEAR ADJUSTMENTS Pay Period: 12/18/2020	PR1218202	01/31/2021	110.84	20131558	.00	0	
10-2132130	RETIREMENT PAYABLE	5611	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PRIOR YEAR ADJUSTMENTS Pay Period: 11/6/2020	PR1106202	01/27/2021	152.33	20131552	.00	0	
10-2132130	RETIREMENT PAYABLE	5611	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PRIOR YEAR ADJUSTMENTS Pay Period: 11/6/2020	PR1106202	01/27/2021	152.33	20131552	.00	0	
10-2132130	RETIREMENT PAYABLE	5611	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PRIOR YEAR ADJUSTMENTS Pay Period: 11/20/2020	PR1120202	01/27/2021	152.33	20131552	.00	0	
10-2132130	RETIREMENT PAYABLE	5611	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PRIOR YEAR ADJUSTMENTS Pay Period: 11/20/2020	PR1120202	01/27/2021	152.33	20131552	.00	0	
10-2132130	RETIREMENT PAYABLE	5611	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PRIOR YEAR ADJUSTMENTS Pay Period: 12/4/2020	PR1204202	01/31/2021	107.94	20131558	.00	0	
10-2132130	RETIREMENT PAYABLE	5611	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PRIOR YEAR ADJUSTMENTS Pay Period: 12/4/2020	PR1204202	01/31/2021	107.94	20131558	.00	0	
Total 102132130:							39,679.25		.00		
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/15/2021	PR0115211	01/31/2021	7,423.48	20131555	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/15/2021	PR0115211	01/31/2021	6,584.34	20131555	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/15/2021	PR0115211	01/31/2021	1,539.94	20131555	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/15/2021	PR0115211	01/31/2021	1,539.94	20131555	.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
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/1/2021	PR0101211	01/27/2021	7,486.17	20131542	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/1/2021	PR0101211	01/27/2021	6,678.09	20131542	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/1/2021	PR0101211	01/27/2021	1,561.84	20131542	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/1/2021	PR0101211	01/27/2021	1,561.84	20131542	.00	0	
Total 102133100:							34,375.64		.00		
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT	PR0101213	01/28/2021	221.28-	45501	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT-ROUNDING	PR0101213	01/28/2021	.03	45501	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT	PR1204203	01/21/2021	44.46-	45446	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT-ROUNDING	PR1204203	01/21/2021	.02	45446	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 12/4/2020	PR1204203	01/21/2021	421.03	45446	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 12/4/2020	PR1204203	01/21/2021	828.72	45446	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 1/1/2021	PR0101213	01/28/2021	421.03	45501	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 1/1/2021	PR0101213	01/28/2021	906.32	45501	.00	0	
Total 102134300:							2,311.41		.00		
10-2136100	UNION DUES DEDUCTIONS	5603	WI PROFESSIONAL POLIC	UNION DUES POLICE UNION DUES-POLICE Pay Period: 1/1/2021	PR0101211	01/08/2021	336.00	45375	.00	0	
Total 102136100:							336.00		.00		
10-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 1/1/2021	PR0101212	01/08/2021	884.15	45376	.00	0	
10-2137000	PAYROLL DEDUCTION MISC	5708	WISCONSIN SCTF	REG FEE	PR0115212	01/27/2021	2.50	20131553	.00	0	
10-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 1/15/2021	PR0115212	01/27/2021	884.15	20131550	.00	0	
Total 102137000:							1,770.80		.00		
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 1/15/2021	PR0115211	01/27/2021	1,545.97	20131545	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 1/1/2021	PR0101211	01/08/2021	1,316.78	20131536	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2855	VANTAGEPOINT TRANS A	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 1/1/2021	PR0101211	01/08/2021	50.00	45374	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2855	VANTAGEPOINT TRANS A	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 1/15/2021	PR0115211	01/28/2021	50.00	45506	.00	0	

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Total 102138000:							2,962.75		.00		
10-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 1/1/2021	PR0101211	01/27/2021	50.47	20131537	.00	0	
10-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 1/15/2021	PR0115211	01/27/2021	50.47	20131537	.00	0	
Total 102140000:							100.94		.00		
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC MEDICAL Pay Period: 1/1/2021	PR0101211	01/27/2021	63.91	20131537	.00	0	
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC MEDICAL Pay Period: 1/15/2021	PR0115211	01/27/2021	35.63	20131537	.00	0	
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC Pay Period: 1/15/2021	PR0115211	01/27/2021	28.27	20131537	.00	0	
Total 102141000:							127.81		.00		
10-2142000	EMPLOYEES REIMBUR AFLAC	1100	RAYMOND D ANDERSON	AFLAC REIMBURSMENT	2020-12	01/15/2021	279.22	45397	.00	0	
Total 102142000:							279.22		.00		
10-2161100	COUNTY & STATE TAXES	4320	ROCK COUNTY TREASUR	JAN TAX SETTLEMENT	2121-01 TAX	01/27/2021	763,387.29	20131543	.00	0	
Total 102161100:							763,387.29		.00		
10-2171100	SCHOOL DISTRICT TAXES	2260	EVANSVILLE SCHOOL DIS	JAN TAX SETTLEMENT	2021-01 TAX	01/27/2021	1,432,496.56	20131540	.00	0	
Total 102171100:							1,432,496.56		.00		
10-2172100	VOCATIONAL DISTRICT TAXE	1480	BLACKHAWK TECHNICAL	JAN TAX SETTLEMENT	2021-01 TAX	01/27/2021	144,734.42	20131538	.00	0	
Total 102172100:							144,734.42		.00		
10-2515000	DEF REV - DEVELOPERS DEP	5083	TOWN OF UNION	ANNEXATION TAX EVANSVILLE FORD 2014	ANNEX TAX	01/27/2021	2,500.00-	20131546	.00	0	
10-2515000	DEF REV - DEVELOPERS DEP	5083	TOWN OF UNION	ANNEXATION TAX EVANSVILLE FORD 2014	ANNEX TAX	01/27/2021	2,500.00	20131546	.00	0	
Total 102515000:							.00		.00		
10-51010-300	COUNCIL EXPENSES & SUPPL	2540	GORDON FLESCHE CO INC	MONTHLY COPIER CHARGES- COUNCIL	IN13192887	01/21/2021	17.20	45428	.00	0	

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10-51010-300	COUNCIL EXPENSES & SUPPL	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-COUNCIL	7875-120120	01/08/2021	84.00	20131535	.00	0	
Total 1051010300:							101.20		.00		
10-51020-300	MAYOR EXPENSES	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-MAYOR	7875-120120	01/08/2021	12.00	20131535	.00	0	
Total 1051020300:							12.00		.00		
10-51030-281	MUNI COURT FINES/ASSESS	4700	ST OF WIS CONTROLLER'	COURT FINES/ASSESS-NOV	2020-11	01/21/2021	295.90	45450	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	4700	ST OF WIS CONTROLLER'	COURT FINES/ASSESS-DEC	2020-12	01/21/2021	1,187.27	45450	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	5160	CITY OF EVANSVILLE	RESTITUTION TO W&L	2020-11C	01/21/2021	125.00	45416	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	5160	CITY OF EVANSVILLE	RESTITUTION TO W&L	2020-12C	01/21/2021	125.00	45416	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	4320	ROCK COUNTY TREASUR	COURT FINES/ASSESS-DEC	2020-12C	01/21/2021	433.70	45445	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	4320	ROCK COUNTY TREASUR	COURT FINES/ASSESS-NOV	2020-11C	01/21/2021	90.00	45445	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	922241	MAPLE GROVE FAMILY DE	REDIRECTED RESTITUTION PAYMENT	2020-12	01/21/2021	200.00	45438	.00	0	
Total 1051030281:							2,456.87		.00		
10-51030-300	MUNICIPAL COURT EXPENSE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-MUNI COURT	IN13192887	01/21/2021	2.03	45428	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-COURT	7875-120120	01/08/2021	24.00	20131535	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	4965	TITAN PUBLIC SAFETY SO	TIPSS TraCS COURTS ANNUAL SYS SUP	5054	01/21/2021	3,735.00	45453	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	4965	TITAN PUBLIC SAFETY SO	TIPSS DOT INTERFACE LICENSE & SERVICES	5180	01/21/2021	2,060.00	45453	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	4965	TITAN PUBLIC SAFETY SO	TIPSS DOT INTERFACE ANNUAL SUPPORT	5180	01/21/2021	515.00	45453	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- COURT CLERK	0415355517-	01/21/2021	10.52	45455	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-MUNI COURT	5090-0121	01/15/2021	62.00	45396	.00	0	
Total 1051030300:							6,408.55		.00		
10-51040-210	LEGAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-GENERAL FUND	50322	01/15/2021	977.50	45384	.00	0	
Total 1051040210:							977.50		.00		
10-51040-215	LEGAL SERVICES MUNI COUR	1885	CONSIGNY LAW FIRM SC	ATTY FEES-MUNI COURT	50322	01/15/2021	772.50	45384	.00	0	
Total 1051040215:							772.50		.00		
10-51070-300	CLERK ELECTION EXP	2835	LEAH HURTLEY	REIMB MILEAGE-ELECTIONS	012020-1220	01/28/2021	33.35	45490	.00	0	
10-51070-300	CLERK ELECTION EXP	2835	LEAH HURTLEY	REIMB JUDY RETIREMENT-WORKERS	012020-1220	01/28/2021	10.54	45490	.00	0	

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10-51070-300	CLERK ELECTION EXP	2835	LEAH HURTLEY	REIMB JUDY RETIREMENT-OFFICE	012020-1220	01/28/2021	10.02	45490	.00	0	
Total 1051070300:							53.91		.00		
10-51110-210	FINANCE PROFESSIONAL SE	5635	CAPITAL NEWSPAPERS	JOB POSTING ADVERTISEMENT	190-6001476	01/15/2021	726.72	45379	.00	0	
Total 1051110210:							726.72		.00		
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- CLERK/FINANCE	IN13192887	01/21/2021	31.17	45428	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- ADMIN/FIN DIR	IN13192887	01/21/2021	10.24	45428	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- ADMIN/FIN DIR	IN13192887	01/21/2021	3.08	45428	.00	0	
Total 1051110250:							44.49		.00		
10-51110-251	FINANCE - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	COE-BDR32	01/21/2021	27.67	45418	.00	0	
10-51110-251	FINANCE - IT MAINT & REPAIR	1630	BYTE STUDIOS INC.	WEBSITE HOSTING & SUPPORT FOR 6 MONTHS	1210	01/28/2021	225.00	45471	.00	0	
10-51110-251	FINANCE - IT MAINT & REPAIR	1630	BYTE STUDIOS INC.	WEBSITE HOSTING & SUPPORT FOR 6 MONTHS	1286	01/28/2021	225.00	45471	.00	0	
10-51110-251	FINANCE - IT MAINT & REPAIR	1630	BYTE STUDIOS INC.	WEBSITE HOSTING & SUPPORT FOR 6 MONTHS	1413	01/28/2021	225.00	45471	.00	0	
Total 1051110251:							702.67		.00		
10-51110-290	FINANCE PUBLISHING CONTR	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	677	01/15/2021	675.00	45399	.00	0	
Total 1051110290:							675.00		.00		
10-51110-300	FINANCE ADMIN EXPENSE	2835	LEAH HURTLEY	REIMB MILEAGE-MAIL RUN AND PACKET DELIVERY	012020-1220	01/28/2021	190.90	45490	.00	0	
10-51110-300	FINANCE ADMIN EXPENSE	2835	LEAH HURTLEY	REIMB OFFICE PIZZA	012020-1220	01/28/2021	21.17	45490	.00	0	
10-51110-300	FINANCE ADMIN EXPENSE	2835	LEAH HURTLEY	REIMB OFFICE SUPPLIES-PAPER TOWELS	012020-1220	01/28/2021	2.38	45490	.00	0	
Total 1051110300:							214.45		.00		
10-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	CC-PIGLY WIGGLY-J. ROBERTS- HAND SOAP & AIR FRESHENER	2200-121720	01/08/2021	20.83	20131535	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-TONER CARTRIDGE	7319395850-	01/28/2021	68.39	45503	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-TONER CARTRIDGE	7319395850-	01/28/2021	120.64	45503	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-NOTEPADS	7319395850-	01/28/2021	18.49	45503	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-ENVELOPES	7319395850-	01/28/2021	29.89	45503	.00	0	

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10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-ENVELOPES	7319395850-	01/28/2021	27.78	45503	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-DISCOUNT	7319395850-	01/28/2021	13.25-	45503	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-REFILL INK	7319474581-	01/28/2021	13.98	45503	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-POST IT NOTES	7319474581-	01/28/2021	14.71	45503	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-CERTIFICATE HOLDERS/WALL FILE/ACCORDION FILE/TONER	7320053085-	01/28/2021	172.31	45503	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-CALCULATOR TAPE	7320221779-	01/28/2021	9.60	45503	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-ENVELOPES	7320549942-	01/28/2021	18.49	45503	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	3956	PROFESSIONAL BUSINES	WINDOW ENVELOPES W/ FREIGHT- FINANCE	114186	01/28/2021	219.80	45495	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-CITY CLERK	5090-0121	01/15/2021	145.80	45396	.00	0	
Total 1051110310:							867.46		.00		
10-51110-330	FINANCE PROFESSIONAL DE	2660	GOVERNMENT FINANCE	MEMBERSHIP DUES-GFOC-FINANCE	2072602-202	01/28/2021	34.00	45486	.00	0	
Total 1051110330:							34.00		.00		
10-51110-361	FINANCE COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL- FINANCE	7875-120120	01/08/2021	59.20	20131535	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM CITY HALL	0052351-012	01/15/2021	161.97	45381	.00	0	
Total 1051110361:							221.17		.00		
10-51110-370	FINANCE ELECTION EXPENS	2154	ELECTION SYS/SOFTWAR	MODEL DS200 SCANNER WITH INTERNAL BACKUP BATTERY/PLASTIC BALLOT BOX/PAPER ROLL/4GB MEMORY DEVICE	1097111	01/15/2021	325.00	45388	.00	0	
10-51110-370	FINANCE ELECTION EXPENS	922612	HALEY, DARNISHA	MILEAGE REIMBURSEMENT	2020-12	01/08/2021	79.06	45364	.00	0	
Total 1051110370:							404.06		.00		
10-51120-355	MUNICIPAL BUILDINGS	1060	EVANSVILLE HARDWARE	SUPPLIES-BAG 45GAL 24CT	200030-1450	01/08/2021	17.18	45362	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1060	EVANSVILLE HARDWARE	CITY HALL-GARBAGE BAGS	200030-1450	01/08/2021	17.18	45362	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1060	EVANSVILLE HARDWARE	SUPPLIES-SNAP BOLT RND EYE	200030-1450	01/08/2021	7.18	45362	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	3239	LOCKS & UNLOCKS INC	BLDG MAINT-FRONT DOOR LOCK SYSTEM	SM2852	01/08/2021	120.00	45367	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	4426	SCHINDLER ELEVATOR C	FEB-APR QTRLY MAINT CONTRACT	8105545288	01/28/2021	520.05	45500	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	5160	EVANSVILLE WATER & LIG	ELEC/WATER-CITY HALL	2021-01	01/27/2021	706.07	20131541	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	5600	WE ENERGIES	MONTHLY GAS SERVICE-CITY HALL/MUNI COURT	6480913671-	01/28/2021	626.21	45509	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	3320	SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPECTION	1588770	01/21/2021	45.50	45452	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	3988	R.A. HTG & AIR CONDITIO	DUCT WORK IN JUDGES CHAMBERS	18123	01/21/2021	743.00	45443	.00	0	

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10-51120-355	MUNICIPAL BUILDINGS	3988	R.A. HTG & AIR CONDITIO	REPLACED THERMOSTAT-CITY HALL LOBBY	S114589	01/08/2021	411.00	45370	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1940	CULLIGAN / COMPLETE W	COOLER RENTAL	1005279	01/21/2021	8.00	45420	.00	0	
Total 1051120355:							3,221.37		.00		
10-51140-210	COMMUNITY WEB PAGE	1630	BYTE STUDIOS INC.	WEBSITE HOSTING/SUPPORT FOR 12 MONTHS	1443	01/28/2021	900.00	45471	.00	0	
10-51140-210	COMMUNITY WEB PAGE	1630	BYTE STUDIOS INC.	CALENDAR WORK FOR WEBSITE	1443	01/28/2021	225.00	45471	.00	0	
Total 1051140210:							1,125.00		.00		
10-51140-251	SOFTWARE MAINT AGREEME	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC20028	01/15/2021	2,750.00	45383	.00	0	
Total 1051140251:							2,750.00		.00		
10-51140-285	DOG & CAT EXPENSE	4259	HUMANE SOCIETY OF SO	ANIMAL R&B / PICK UP CHARGE-OCT/NOV	178	01/21/2021	583.34	45432	.00	0	
Total 1051140285:							583.34		.00		
10-51140-511	LIABILITY INSURANCE	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	52.23	45417	.00	0	
Total 1051140511:							52.23		.00		
10-51140-710	ANNEX TAX REIMBURSEMENT	5083	TOWN OF UNION	ANNEXATION TAX EVANSVILLE FORD 2014	ANNEX TAX	01/27/2021	1,313.50-	20131546	.00	0	
10-51140-710	ANNEX TAX REIMBURSEMENT	5083	TOWN OF UNION	ANNEXATION TAX PAULSON 2015	ANNEX TAX	01/27/2021	431.40-	20131546	.00	0	
10-51140-710	ANNEX TAX REIMBURSEMENT	5083	TOWN OF UNION	ANNEXATION TAX CRULL 2018	ANNEX TAX	01/27/2021	597.30-	20131546	.00	0	
10-51140-710	ANNEX TAX REIMBURSEMENT	5083	TOWN OF UNION	ANNEXATION TAX HURST 2019	ANNEX TAX	01/27/2021	671.05-	20131546	.00	0	
10-51140-710	ANNEX TAX REIMBURSEMENT	5083	TOWN OF UNION	ANNEXATION TAX EVANSVILLE FORD 2014	ANNEX TAX	01/27/2021	1,313.50	20131546	.00	0	
10-51140-710	ANNEX TAX REIMBURSEMENT	5083	TOWN OF UNION	ANNEXATION TAX PAULSON 2015	ANNEX TAX	01/27/2021	431.40	20131546	.00	0	
10-51140-710	ANNEX TAX REIMBURSEMENT	5083	TOWN OF UNION	ANNEXATION TAX CRULL 2018	ANNEX TAX	01/27/2021	597.30	20131546	.00	0	
10-51140-710	ANNEX TAX REIMBURSEMENT	5083	TOWN OF UNION	ANNEXATION TAX HURST 2019	ANNEX TAX	01/27/2021	671.05	20131546	.00	0	
Total 1051140710:							.00		.00		
10-52200-110	POLICE SALARY	2849	SECURITY BENEFIT	VEBA PAYROLL YEARLY CONTRIBUTION	6783525	01/27/2021	400.00	20131544	.00	0	
Total 1052200110:							400.00		.00		
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-DEPT OF JUSTICE-EPD-BACKGROUND CHECKS	1036-120120	01/08/2021	7.00	20131535	.00	0	

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10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-DEPT OF JUSTICE-EPD- BACKGROUND CHECKS	1036-120720	01/08/2021	7.00	20131535	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-DEPT OF JUSTICE-EPD- BACKGROUND CHECKS	1036-120920	01/08/2021	7.00	20131535	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-DEPT OF JUSTICE-EPD- BACKGROUND CHECKS	1036-122220	01/08/2021	7.00	20131535	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9179	CUSTOM SERVICE INFOR	CONTRACT SERVICES	2020-1204	01/15/2021	500.00	45385	.00	0	
Total 1052200210:							528.00		.00		
10-52200-251	POLICE - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	COE-BDR32	01/21/2021	82.29	45418	.00	0	
Total 1052200251:							82.29		.00		
10-52200-260	ACCREDITATION	5590	WI LAW ENFORCEMENT A	AGENCY ACCREDITATION PROGRAM FEE	2020-12	01/15/2021	650.00	45402	.00	0	
Total 1052200260:							650.00		.00		
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-POLICE DEPT	IN13182597	01/21/2021	60.49	45428	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-POLICE DEPT	IN13192887	01/21/2021	.89	45428	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-PUBLIC SAFETY	IN13192887	01/21/2021	.65	45428	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	3980	QUILL CORPORATION	SUPPLIES-ENVELOPES	13780509	01/28/2021	79.98	45497	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-P. REESE-TONER CARTRIDGE SET	2472-120820	01/08/2021	127.96	20131535	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-P. REESE-SPIRAL NOTEPADS	2472-122320	01/08/2021	44.97	20131535	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-CANVA-P. REESE-SUBSCRIPTION	2472-122620	01/08/2021	119.40	20131535	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-P. REESE- FACE PROTECTION	2472-121420	01/08/2021	69.90	20131535	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2738	HANSON ELECTRONICS L	EPD-BATTERIES	10135783	01/21/2021	19.98	45430	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-POLICE DEPT	5090-0121	01/15/2021	68.60	45396	.00	0	
Total 1052200310:							592.82		.00		
10-52200-330	POLICE PROFESSIONAL DEV	1060	EVANSVILLE HARDWARE	EPD-HANDWARMERS	200248-1450	01/08/2021	19.98	45362	.00	0	
10-52200-330	POLICE PROFESSIONAL DEV	9017	US BANK	CC-HOLIDAY INN-P. REESE-LODGING FOR SCHMIDT	1036-120320	01/08/2021	102.00	20131535	.00	0	
10-52200-330	POLICE PROFESSIONAL DEV	9017	US BANK	CC-HOLIDAY INN-P. REESE-LODGING FOR NANKEE	1036-120320	01/08/2021	102.00	20131535	.00	0	
10-52200-330	POLICE PROFESSIONAL DEV	9017	US BANK	CC-IACP-P. REESE-MEMBERSHIP DUES	2472-121720	01/08/2021	190.00	20131535	.00	0	
10-52200-330	POLICE PROFESSIONAL DEV	9017	US BANK	CC-KALAHARI RESORTS-P. REESE- LODGING	2472-122220	01/08/2021	91.00	20131535	.00	0	
10-52200-330	POLICE PROFESSIONAL DEV	9017	US BANK	CC-KALAHARI RESORTS-P. REESE- LODGING	2472-122220	01/08/2021	91.00	20131535	.00	0	

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10-52200-330	POLICE PROFESSIONAL DEV	8660	WAUKESHA CO TECH COL	TUITION-J RITTENHOUSE/MATERIAL FEE	S0732318	01/08/2021	160.00	45373	.00	0	
Total 1052200330:							755.98		.00		
10-52200-340	POLICE EQUIPMENT	1850	COMPUTER KNOW HOW L	PD-LAPTOPS/MICROSOFT OFFICE	35130	01/21/2021	3,196.00	45418	.00	0	
10-52200-340	POLICE EQUIPMENT	1850	COMPUTER KNOW HOW L	PD-LAPTOPS/MICROSOFT OFFICE	35130	01/21/2021	956.00	45418	.00	0	
10-52200-340	POLICE EQUIPMENT	4427	TOP PACK DEFENSE LLC	UNIFORM GUARDIAN-JOHNSON	5321	01/15/2021	250.00	45401	.00	0	
Total 1052200340:							4,402.00		.00		
10-52200-343	POLICE VEHICLE FUEL	9017	US BANK	CC-EXXON-MOBIL NEENAH-EPD	1036-120320	01/08/2021	37.85	20131535	.00	0	
10-52200-343	POLICE VEHICLE FUEL	5060	LANDMARK SERVICES CO	EPD FED GAS RFD DEC	1601846-106	01/21/2021	94.38-	45436	.00	0	
10-52200-343	POLICE VEHICLE FUEL	5060	LANDMARK SERVICES CO	EPD GAS W/DISC-DEC	1601846-012	01/21/2021	985.22	45436	.00	0	
Total 1052200343:							928.69		.00		
10-52200-350	POLICE EQUIP MAINTENANCE	9017	US BANK	CC-BLAUER-EPD PANTS	1036-120120	01/08/2021	86.94	20131535	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	9017	US BANK	CC-AMAZON-P. REESE-NIGHTSTICKS	2472-120520	01/08/2021	85.98	20131535	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	9017	US BANK	CC-AMAZON-P. REESE-NIGHTSTICK YELLOW SAFETY CONE	2472-120620	01/08/2021	9.76	20131535	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	3600	NAPA OF OREGON	WINDOW WASH	340089-1154	01/15/2021	13.37	45394	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	4350	RTS AUTOMOTIVE PERFO	'08 CHEVY TAHOE SQUAD #4-EVAP CODES REPAIRED	122920	01/08/2021	257.86	45371	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	1778	CINTAS CORP	RESTOCK 1ST AID-EPD	8404974381	01/28/2021	70.31	45476	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	3751	PAPA DUKES CAR WASH	PD-VEHICLE WASHES	2020-12	01/08/2021	44.10	45369	.00	0	
Total 1052200350:							568.32		.00		
10-52200-355	POLICE BLDG MAINT	3320	SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPECTION	1588769	01/08/2021	226.50	45372	.00	0	
Total 1052200355:							226.50		.00		
10-52200-360	POLICE BLDG UTILITIES EXPE	5160	EVANSVILLE WATER & LIG	ELEC/WATER-EPD	2021-01	01/27/2021	490.12	20131541	.00	0	
10-52200-360	POLICE BLDG UTILITIES EXPE	1730	TIME WARNER CABLE	CHARTER SPECTRUM POLICE	0914222010	01/15/2021	270.74	45400	.00	0	
Total 1052200360:							760.86		.00		
10-52200-361	POLICE COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLYG-EMAIL-PD	7875-120120	01/08/2021	156.00	20131535	.00	0	
10-52200-361	POLICE COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- POLICE DEPT	0415098703-	01/21/2021	445.85	45455	.00	0	
Total 1052200361:							601.85		.00		

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10-52200-510	POLICE PROPERTY INSURAN	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	373.76	45417	.00	0	
Total 1052200510:							373.76		.00		
10-52210-210	FIRE DISTRICT CONTRIBUTIO	2280	EVANSVILLE COMMUNITY	CITY OF EVANSVILLE BUDGET SHARE, 35% OF \$266984.49	EVL-21A	01/21/2021	93,444.57	45424	.00	0	
Total 1052210210:							93,444.57		.00		
10-52240-300	BLDG INSP - MISC EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- BUILDING INSP	IN13192887	01/21/2021	.67	45428	.00	0	
10-52240-300	BLDG INSP - MISC EXP	9017	US BANK	CC-DEPT OF ADMINISTRATION-D. HALEY-BUILDING INSPECTOR SUPPLIES	0308-120120	01/08/2021	995.07	20131535	.00	0	
10-52240-300	BLDG INSP - MISC EXP	4600	STAPLES BUSINESS CRE	BUILDING INSPECTOR-WALL CALENDAR	7319474581-	01/28/2021	18.49	45503	.00	0	
10-52240-300	BLDG INSP - MISC EXP	1681	CASEY'S BUSINESS MAST	BUILDING INSPECTOR FUEL W/ DISCOUNT	QN366-0121	01/28/2021	30.70	45473	.00	0	
10-52240-300	BLDG INSP - MISC EXP	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-BUILDING INSPECTOR	5090-0121	01/15/2021	5.00	45396	.00	0	
Total 1052240300:							1,049.93		.00		
10-52240-361	BLDG INSP - COMMUNICATIO	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-BLDG INS	7875-120120	01/08/2021	12.00	20131535	.00	0	
10-52240-361	BLDG INSP - COMMUNICATIO	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- BUILDING INSPECTOR	0415319888-	01/21/2021	51.49	45455	.00	0	
10-52240-361	BLDG INSP - COMMUNICATIO	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- ECON. DEV	0415319888-	01/21/2021	123.95	45455	.00	0	
Total 1052240361:							187.44		.00		
10-53300-130	DPW SAFETY AND PPE	1778	CINTAS CORP	RESTOCK 1ST AID KIT - DPW	8404974380	01/28/2021	13.00	45476	.00	0	
Total 1053300130:							13.00		.00		
10-53300-180	RECOGNITION PROGRAM PU	9017	US BANK	CC-ALL N ONE-D.ROBERTS	3774-121620	01/08/2021	5.90	20131535	.00	0	
10-53300-180	RECOGNITION PROGRAM PU	9017	US BANK	CC-ROCK N ROLLZ-D. ROBERTS- EMPLOYEE LUNCH	3774-121620	01/08/2021	59.97	20131535	.00	0	
Total 1053300180:							65.87		.00		
10-53300-210	PROFESSIONAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-DPW	50322	01/15/2021	15.00	45384	.00	0	
Total 1053300210:							15.00		.00		

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10-53300-300	DPW STREET MAINT& REPAIR	1060	EVANSVILLE HARDWARE	SUPPLIES-FENDER WASHER/FIN HX/HX BOLTS	200030-1451	01/08/2021	38.97	45362	.00	0	
10-53300-300	DPW STREET MAINT& REPAIR	1985	DECKER SUPPLY CO INC	SIGN/TRAIL XING W/BORDER	913435	01/08/2021	116.40	45360	.00	0	
10-53300-300	DPW STREET MAINT& REPAIR	1985	DECKER SUPPLY CO INC	SIGN/PED/BIKE SYMBOL	913435	01/08/2021	180.50	45360	.00	0	
10-53300-300	DPW STREET MAINT& REPAIR	1985	DECKER SUPPLY CO INC	SIGN/DIAGONAL ARROW DOWN LEFT	913436	01/08/2021	77.60	45360	.00	0	
10-53300-300	DPW STREET MAINT& REPAIR	3560	MUNICIPAL ELECTRIC UTI	MEUW MEMBER DUES	010121-24	01/28/2021	2,457.87	45492	.00	0	
Total 1053300300:							2,871.34		.00		
10-53300-302	DE-ICING MATERIALS	1060	EVANSVILLE HARDWARE	SUPPLIES-ADAPTER PVC/VALVE/ICE MELT	200030-1450	01/08/2021	412.17	45362	.00	0	
Total 1053300302:							412.17		.00		
10-53300-310	DPW OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-DPW	IN13192887	01/21/2021	2.30	45428	.00	0	
10-53300-310	DPW OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-PUBLIC WORKS	5090-0121	01/15/2021	7.00	45396	.00	0	
Total 1053300310:							9.30		.00		
10-53300-330	DPW PROFESSIONAL DEVL	9017	US BANK	THE ROCK BAR & GRILL-C. RENLY-BI- MONTHLY LUNCH	7875-121020	01/08/2021	14.59	20131535	.00	0	
Total 1053300330:							14.59		.00		
10-53300-343	DPW VEHICLE FUEL	5060	LANDMARK SERVICES CO	DPW FUEL W/ DISCOUNT	1594895-012	01/21/2021	1,060.33	45436	.00	0	
10-53300-343	DPW VEHICLE FUEL	5060	LANDMARK SERVICES CO	DPW FUEL W/ DISCOUNT-5333 (SNO/ICE)	1594895-012	01/21/2021	524.65	45436	.00	0	
10-53300-343	DPW VEHICLE FUEL	1681	CASEY'S BUSINESS MAST	DPW FUEL W/ DISCOUNT	QN366-0121	01/28/2021	332.20	45473	.00	0	
Total 1053300343:							1,917.18		.00		
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-GRIND WHEEL/CUT OFF WHEEL	200030-1448	01/08/2021	13.96	45362	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-BATTERIES	200030-1448	01/08/2021	11.97	45362	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-CAR WASH/WAX	200030-1451	01/08/2021	13.97	45362	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	3600	NAPA OF OREGON	DPW-DIP BRUSH HEAD/HANDLE	340102-1152	01/15/2021	53.94	45394	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	3320	SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPECTION	1588767	01/08/2021	110.50	45372	.00	0	
Total 1053300355:							204.34		.00		
10-53300-360	DPW BLDG UTILITIES EXP-HE	5160	EVANSVILLE WATER & LIG	ELEC/WATER-DPW GARAGE	2021-01	01/27/2021	646.03	20131541	.00	0	
10-53300-360	DPW BLDG UTILITIES EXP-HE	5600	WE ENERGIES	MONTHLY GAS SERVICE-DPW	5085260916-	01/28/2021	1,312.38	45509	.00	0	

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Total 1053300360:							1,958.41		.00		
10-53300-361	DPW COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-DPW	7875-120120	01/08/2021	36.00	20131535	.00	0	
10-53300-361	DPW COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-DPW	0415319888-	01/21/2021	65.12	45455	.00	0	
Total 1053300361:							101.12		.00		
10-53300-390	DPW MISC EXPENSE	3500	BIRD CITY WISCONSIN	BIRD CITY WISCONSIN RENEWAL FEE	2021-01	01/28/2021	125.00	45470	.00	0	
10-53300-390	DPW MISC EXPENSE	922511	JEFF VELOFF	REPLACE MAILBOX HIT BY PLOW	2020-12	01/08/2021	46.88	45366	.00	0	
Total 1053300390:							171.88		.00		
10-53300-510	DPW PROPERTY INSURANCE	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	938.10	45417	.00	0	
Total 1053300510:							938.10		.00		
10-53310-290	Recycling & Refuse Collection	1045	ADVANCED DISPOSAL	RESIDENTIAL TRASH	A100008558	01/15/2021	23,424.48	45377	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	BADGERLAND DISPOSAL	MONTHLY TRASH/RECYCLING SERVICE	0001385216	01/21/2021	20,308.92	45407	.00	0	
Total 1053310290:							43,733.40		.00		
10-53420-300	DPW FLEET MAINTENANCE	1602	BURKE TRUCK & EQUIPM	WING BOLT ASSEMBLY	27692	01/21/2021	68.75	45412	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1602	BURKE TRUCK & EQUIPM	PIN-3 FINGER PUSH BRACE KNUCKLE	27692	01/21/2021	25.25	45412	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3520	MONROE TRUCK EQUIP I	LIGHT BOX	5447370	01/21/2021	57.98	45440	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	9136	EVANSVILLE FORD LLC	09 FORD SUPER DUTY/PLUGS/COIL/BOOTS	6047746/1	01/21/2021	874.69	45425	.00	0	
Total 1053420300:							1,026.67		.00		
10-53470-300	DPW STREET LIGHTING EXP	5160	EVANSVILLE WATER & LIG	ELEC/WATER-DPW ORN ST LIGHTS	2021-01	01/27/2021	5,361.93	20131541	.00	0	
Total 1053470300:							5,361.93		.00		
10-54620-210	SENIOR CITIZENS PROGRAM	2239	CREEKSIDE PLACE INC	MONTHLY SR PROGRAMMING	40283	01/21/2021	375.00	45419	.00	0	
Total 1054620210:							375.00		.00		
10-54620-212	SENIOR TRANS & SERVICES	2239	CREEKSIDE PLACE INC	SR SERVICE COOR COMPENSATION	40283	01/21/2021	1,925.84	45419	.00	0	

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Total 1054620212:							1,925.84		.00		
10-55720-300	PARK MAINT EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-PARK	IN13192887	01/21/2021	.56	45428	.00	0	
10-55720-300	PARK MAINT EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-PARK	IN13192887	01/21/2021	1.10	45428	.00	0	
10-55720-300	PARK MAINT EXPENSES	3345	VRSTAL, JEFFREY S	RECOVER SIGNS TO READ "ROAD CLOSED AUTHORIZED VEHICLES ONLY"	22844	01/28/2021	96.00	45507	.00	0	
10-55720-300	PARK MAINT EXPENSES	3320	SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPECTION	1588766	01/08/2021	19.50	45372	.00	0	
10-55720-300	PARK MAINT EXPENSES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-DPW	5090-0121	01/15/2021	.50	45396	.00	0	
Total 1055720300:							117.66		.00		
10-55720-343	PARKS FUEL	1681	CASEY'S BUSINESS MAST	PARK FUEL W/ DISCOUNT	QN366-0121	01/28/2021	14.70	45473	.00	0	
Total 1055720343:							14.70		.00		
10-55720-360	PARK UTILITIES EXPENSE	5160	EVANSVILLE WATER & LIG	ELEC/WATER-DPW PARK/PARK SHELTERS	2021-01	01/27/2021	374.51	20131541	.00	0	
Total 1055720360:							374.51		.00		
10-55720-362	BALLFIELD LIGHTING EXP	5160	EVANSVILLE WATER & LIG	ELEC/WATER-DPW BALLFIELD LIGHTS	2021-01	01/27/2021	4.88	20131541	.00	0	
Total 1055720362:							4.88		.00		
10-55730-110	SWIMMING POOL SALARY	5725	WI DEPT WORKFORCE DE	UNEMP COMP DECEMBER	00-00010547	01/27/2021	230.88	20131548	.00	0	
Total 1055730110:							230.88		.00		
10-55730-300	SWIMMING POOL EXPENSES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-POOL	2021-01	01/27/2021	90.45	20131541	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-POOL	7875-120120	01/08/2021	24.00	20131535	.00	0	
Total 1055730300:							114.45		.00		
10-55740-300	PARK STORE EXPENSES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-PARK STORE	2021-01	01/27/2021	18.89	20131541	.00	0	
Total 1055740300:							18.89		.00		
10-55750-300	YOUTH CENTER OPER EXPE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-EYC	7875-120120	01/08/2021	12.00	20131535	.00	0	

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Total 1055750300:							12.00		.00		
10-55750-355	YOUTH CNTR REPAIRS& MAIN	5160	EVANSVILLE WATER & LIG	ELEC/WATER-DPW YOUTH CTR	2021-01	01/27/2021	144.03	20131541	.00	0	
10-55750-355	YOUTH CNTR REPAIRS& MAIN	5600	WE ENERGIES	MONTHLY GAS SERVICE-YOUTH CENTER	7461673171-	01/28/2021	137.71	45509	.00	0	
Total 1055750355:							281.74		.00		
10-55760-300	BASEBALL EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-SUMMER BBALL	IN13192887	01/21/2021	4.19	45428	.00	0	
Total 1055760300:							4.19		.00		
10-56820-300	ECONOMIC DEVELOPMENT E	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ECON DEV	IN13192887	01/21/2021	.47	45428	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	2163	EVANSVILLE CHAMBER O	AVAILABLE PROPERTIES DATABASE	1650	01/28/2021	1,000.00	45482	.00	0	
Total 1056820300:							1,000.47		.00		
10-56820-720	BLDG IMPROVEMENT GRANT	1225	APPLIANCE WORKS	GRANT FOR ENTRY DOOR	BIG-2020-01	01/08/2021	1,200.00	45357	.00	0	
10-56820-720	BLDG IMPROVEMENT GRANT	922582	PRAKONG SPEARS	EXPRESS LOAN FORGIVENESS OF RLF	RLF-2020-01	01/28/2021	2,000.00	45494	.00	0	
Total 1056820720:							3,200.00		.00		
10-56840-251	COMM DEVL - IT MAINT & REP	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	COE-BDR32	01/21/2021	.62	45418	.00	0	
Total 1056840251:							.62		.00		
10-56840-300	COMMUNITY DEVELOP EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-COMM DEV/PLAN	IN13192887	01/21/2021	17.94	45428	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-ECON DEV	7875-120120	01/08/2021	12.00	20131535	.00	0	
Total 1056840300:							29.94		.00		
10-56860-210	ENGINEERING - PLANNING &	1885	CONSIGNY LAW FIRM SC	ATTY FEES-COMMUNITY PLANNING	50322	01/15/2021	680.00	45384	.00	0	
Total 1056860210:							680.00		.00		
10-56880-300	HISTORIC PRESERVATION EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-HIST PRES	IN13192887	01/21/2021	24.14	45428	.00	0	
10-56880-300	HISTORIC PRESERVATION EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-HIST. PRES	5090-0121	01/15/2021	5.90	45396	.00	0	

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Total 1056880300:							30.04		.00		
20-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	2,054.70	45417	.00	0	
Total 201650000:							2,054.70		.00		
20-52220-135	EMS LENGTH OF SERV AWAR	2633	GLATFELTER SPECIALTY	ADMINISTRATIVE FEES	2020-12	01/08/2021	680.00	45363	.00	0	
20-52220-135	EMS LENGTH OF SERV AWAR	2633	GLATFELTER SPECIALTY	INVESTMENT DEPOSIT	2020-12	01/08/2021	6,240.00	45363	.00	0	
Total 2052220135:							6,920.00		.00		
20-52220-136	EMS LIFE INS	1040	AEGIS CORP-WORKERS C	LIFE/ACCIDENT INS-EMS	INV5601	01/28/2021	1,866.00	45463	.00	0	
Total 2052220136:							1,866.00		.00		
20-52220-251	EMS - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	COE-BDR32	01/21/2021	.62	45418	.00	0	
Total 2052220251:							.62		.00		
20-52220-310	EMS OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-EMS	5090-0121	01/15/2021	16.00	45396	.00	0	
20-52220-310	EMS OFFICE SUPPLIES	1101	AMAZON CAPITAL SERVIC	SUPPLIES-CLEANER DISINFECTANT SPRAY/BLEACH GERMICIDAL CLEANER SPRAY	1DT3-P43C-	01/28/2021	179.71	45464	.00	0	
Total 2052220310:							195.71		.00		
20-52220-330	EMS PROFESSIONAL DEVL	9017	US BANK	CC-COLUMBIA SOUTHERN UNIV-J. KESSENICH-ETEXTBOOK	4239-121120	01/08/2021	634.50	20131535	.00	0	
20-52220-330	EMS PROFESSIONAL DEVL	9017	US BANK	CC-MARLING LUMBER-J. KESSENICH- CABINETS/COUNTERTOPS	4239-121720	01/08/2021	2,737.65	20131535	.00	0	
Total 2052220330:							3,372.15		.00		
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	SMALL OXYGEN	10184391	01/21/2021	7.25	45459	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	OXYGEN D USP 387L 13CF/HAZ MAT & DELIVERY CHARGE	10186209	01/21/2021	37.74	45459	.00	0	
Total 2052220340:							44.99		.00		
20-52220-343	EMS AMBULANCE FUEL	5060	LANDMARK SERVICES CO	EMS FED DIESEL RFD DEC	1594062-106	01/21/2021	37.37-	45436	.00	0	
20-52220-343	EMS AMBULANCE FUEL	5060	LANDMARK SERVICES CO	EMS DIESEL/GAS DEC W/DISC	1594062-012	01/21/2021	346.53	45436	.00	0	
20-52220-343	EMS AMBULANCE FUEL	3600	NAPA OF OREGON	DEF FLUID	340116-1152	01/15/2021	15.98	45394	.00	0	

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Total 2052220343:							325.14		.00		
20-52220-355	EMS BUILDING MAINT & REPA	9017	US BANK	CC-MENARDS-J. KESSENICH-EMS BUILDING UPDATE ITEMS	4239-121120	01/08/2021	641.32	20131535	.00	0	
Total 2052220355:							641.32		.00		
20-52220-361	EMS COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-EMS	7875-120120	01/08/2021	12.00	20131535	.00	0	
20-52220-361	EMS COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-EMS	0415223675-	01/21/2021	260.66	45455	.00	0	
Total 2052220361:							272.66		.00		
20-52220-362	EMS UTILITIES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-EMS	2021-01	01/27/2021	275.07	20131541	.00	0	
Total 2052220362:							275.07		.00		
20-52220-510	EMS PROPERTY INSURANCE	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	1,027.35	45417	.00	0	
Total 2052220510:							1,027.35		.00		
21-55700-190	TEEN ADVISORY BOARD DON	7740	INGRAM LIBRARY SERVIC	TEEN ADVISORY BOARD	50601444	01/28/2021	15.19	45487	.00	0	
21-55700-190	TEEN ADVISORY BOARD DON	7740	INGRAM LIBRARY SERVIC	TEEN ADVISORY BOARD	50664421	01/28/2021	13.40	45487	.00	0	
Total 2155700190:							28.59		.00		
21-55700-251	LIBRARY- IT MAINT & REPAIR	7080	ARROWHEAD LIBRARY SY	ANNUAL SHARED SYSTEM COSTS	EF21SS	01/28/2021	15,884.92	45465	.00	0	
21-55700-251	LIBRARY- IT MAINT & REPAIR	1670	ENVISIONWARE INC	IT MAINTENANCE & REPAIR	INV-US-5093	01/28/2021	295.00	45481	.00	0	
Total 2155700251:							16,179.92		.00		
21-55700-310	LIBRARY OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-M. KLOECKNER-OFFICE SUPPLIES	6038-120620	01/08/2021	20.77	20131535	.00	0	
21-55700-310	LIBRARY OFFICE SUPPLIES	4600	STAPLES BUSINESS CRE	LIBRARY-PLASTIC SHOPPING BAGS	7322179172	01/28/2021	28.58	45503	.00	0	
21-55700-310	LIBRARY OFFICE SUPPLIES	5560	WI DEPT OF REVENUE	SALES USE TAX-LIB	2020-12 LIB	01/25/2021	61.68	45462	.00	0	
Total 2155700310:							111.03		.00		
21-55700-311	LIBRARY BOOK PROCESS SU	4600	STAPLES BUSINESS CRE	LIBRARY-ADDRESS LABELS	7321373663	01/28/2021	51.39	45503	.00	0	
21-55700-311	LIBRARY BOOK PROCESS SU	7380	DEMCO	SUPPLIES-PAPERFOLD JACKETPROTECTOR SHEETS/TITAN BOOK SUPPORT	6889642	01/28/2021	667.80	45479	.00	0	
21-55700-311	LIBRARY BOOK PROCESS SU	7595	GAYLORD BROS INC	SUPPLIES-BLUE E FLUTE DEEPLID ARCHIVAL NEWSPAPER BOX	2687564	01/28/2021	39.99	45484	.00	0	

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Total 2155700311:							759.18		.00		
21-55700-312	LIBRARY COPIER SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- LIBRARY	IN13191561	01/28/2021	63.78	45485	.00	0	
21-55700-312	LIBRARY COPIER SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- LIBRARY	IN13197168	01/28/2021	51.75	45485	.00	0	
Total 2155700312:							115.53		.00		
21-55700-313	LIBRARY POSTAGE	8060	PETTY CASH-EAGER FRE	POSTAGE	2021-01	01/28/2021	20.21	45493	.00	0	
21-55700-313	LIBRARY POSTAGE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-LIBRARY	5090-0121	01/15/2021	5.00	45396	.00	0	
Total 2155700313:							25.21		.00		
21-55700-355	BLDG MAINTENANCE & REPAI	1776	CINTAS	MONTHLY MAT SERVICE/LIBRARY	4068972953	01/28/2021	105.79	45475	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	1776	CINTAS	MONTHLY MAT SERVICE/LIBRARY	4073310606	01/28/2021	118.00	45475	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	2559	TONY RYERSON	MONTHLY SNOW REMOVAL	2021-01 LIB	01/28/2021	400.00	45505	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	9017	US BANK	CC-AMAZON-M. KLOECKNER- BUILDING MAINTENANCE	6038-120620	01/08/2021	51.90	20131535	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	4600	STAPLES BUSINESS CRE	LIBRARY-BUILDING MAINTENANCE	7321771050	01/28/2021	53.15	45503	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	4600	STAPLES BUSINESS CRE	LIBRARY-BUILDING MAINTENANCE	7321373663	01/28/2021	188.85	45503	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	2865	CONVERGINT TECHNOLO	LIBRARY-VIDEO SURVEILLANCE SYSTEM AGREEMENT PER CONTRACT	264535	01/28/2021	1,200.00	45478	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	1250	ATIS ELEVATOR INSPECTI	ELEVATOR ANNUAL INSPECTION	IN139929	01/28/2021	71.50	45466	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	1250	ATIS ELEVATOR INSPECTI	FINANCE CHARGE	IN156411	01/28/2021	4.55	45466	.00	0	
Total 2155700355:							2,193.74		.00		
21-55700-361	LIBRARY COMMUNICATIONS	8685	WIS DEPT OF PUBLIC INS	WISCAT ANNUAL SERVICE	INV-01686-K	01/15/2021	200.00	45403	.00	0	
21-55700-361	LIBRARY COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM LIBRARY	0073605-012	01/28/2021	29.99	45474	.00	0	
Total 2155700361:							229.99		.00		
21-55700-362	LIBRARY UTILITIES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-LIBRARY	2021-01	01/27/2021	948.09	20131541	.00	0	
Total 2155700362:							948.09		.00		
21-55700-363	LIBRARY FUEL	5600	WE ENERGIES	MONTHLY GAS SERVICE/LIBRARY	1290421832-	01/28/2021	396.00	45509	.00	0	
Total 2155700363:							396.00		.00		
21-55700-371	LIBRARY ADULT BOOKS	7895	MICRO MARKETING LLC	ADULT BOOKS	834498	01/15/2021	39.99	45392	.00	0	

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21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035703931	01/21/2021	43.99	45408	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035706586	01/28/2021	416.93	45469	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035735172	01/28/2021	22.91	45469	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035729323	01/28/2021	31.66	45469	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035717035	01/28/2021	73.40	45469	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035735170	01/28/2021	30.29	45469	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035735169	01/28/2021	172.16	45469	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035717036	01/21/2021	26.60	45408	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7101	BAKER & TAYLOR	ADULT BOOKS	H52814780	01/08/2021	10.79	45359	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7160	CENTER POINT LARGE PR	BOOKS-PLATINUM MYSTERY SERIES/PLATINUM ROMANCE SERIES	1812270	01/15/2021	841.32	45380	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	921983	READER SERVICE	FOUR BOOKS	209840594-0	01/28/2021	22.76	45498	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	921983	READER SERVICE	FOUR BOOKS	209847068-0	01/28/2021	21.96	45498	.00	0	
Total 2155700371:							1,754.76		.00		
21-55700-372	LIBRARY CHILDREN'S BOOKS	7895	MICRO MARKETING LLC	CHILDREN BOOKS	818719	01/21/2021	10.99	45439	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7895	MICRO MARKETING LLC	CHILDREN BOOKS	834981	01/21/2021	25.00	45439	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	BOOKS-CHILDRENS VARIOUS TITLES	2035706588	01/28/2021	111.87	45469	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	BOOKS-CHILDRENS VARIOUS TITLES	2035706587	01/28/2021	187.92	45469	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2035729325	01/28/2021	23.33	45469	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	CHILDREN BOOKS VARIOUS TITLES	2035729326	01/28/2021	32.85	45469	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	BOOKS-CHILDRENS VARIOUS TITLES	2035717037	01/28/2021	114.38	45469	.00	0	
Total 2155700372:							506.34		.00		
21-55700-373	LIBRARY REFERENCE BOOKS	8155	PROQUEST LLC	REFERENCE BOOKS	70642228	01/28/2021	1,546.69	45496	.00	0	
21-55700-373	LIBRARY REFERENCE BOOKS	7738	INFO USA MARKETING	LICENSE AGREEMENT RENEWAL	1000379006	01/15/2021	1,795.00	45390	.00	0	
Total 2155700373:							3,341.69		.00		
21-55700-374	LIBRARY - PERIODICALS	7480	EBSCO SUBSCRIPTION S	MAGAZINES-YEARLY SUBSCRIPTIONS	1603382	01/15/2021	3,745.04	45387	.00	0	
21-55700-374	LIBRARY - PERIODICALS	7480	EBSCO SUBSCRIPTION S	MAGAZINES-YEARLY SUBSCRIPTION	2102689	01/15/2021	26.02	45387	.00	0	
Total 2155700374:							3,771.06		.00		
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	CC-AMAZON-M. KLOECKNER- PROGRAMMING SUPPLIES	6038-120620	01/08/2021	130.67	20131535	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	CC-ZOOM-M. KLOECKNER- PROGRAMMING SUPPLIES	6038-121420	01/08/2021	14.99	20131535	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	CC-3DOODLER-M. KLOECKNER	6038-121720	01/08/2021	49.99	20131535	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	7100	BAKER & TAYLOR CO	PROGRAMS	2035703932	01/28/2021	10.07	45469	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	922622	WADE, STEF	VIRTUAL AUTHOR APPEARANCE	2021-01	01/28/2021	50.00	45508	.00	0	

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Total 2155700376:							255.72		.00		
21-55700-385	LIBRARY GRANT EXPENDITU	7740	INGRAM LIBRARY SERVIC	GRANT EXPENDITURES	50780960	01/28/2021	95.04	45487	.00	0	
21-55700-385	LIBRARY GRANT EXPENDITU	7100	BAKER & TAYLOR CO	GRANT REPLACEMENT ITEMS	2035735171	01/28/2021	24.70	45469	.00	0	
21-55700-385	LIBRARY GRANT EXPENDITU	7100	BAKER & TAYLOR CO	GRANT REPLACEMENT ITEMS	2035729324	01/28/2021	215.18	45469	.00	0	
Total 2155700385:							334.92		.00		
21-55700-390	LIBRARY ADVERTISING & PRO	2163	EVANSVILLE CHAMBER O	CHAMBER MEMBERSHIP	1607	01/21/2021	119.14	45423	.00	0	
Total 2155700390:							119.14		.00		
22-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	430.62	45417	.00	0	
Total 221650000:							430.62		.00		
22-54640-180	RECOGNITION PROGRAM	9017	US BANK	CC-PIGGLY WIGGLY-DPW- RECOGNITION MEAL	1069-121020	01/08/2021	83.36	20131535	.00	0	
Total 2254640180:							83.36		.00		
22-54640-343	CEMETERY FUEL	1681	CASEY'S BUSINESS MAST	CEMETERY FUEL W/ DISCOUNT	QN366-0121	01/28/2021	114.65	45473	.00	0	
Total 2254640343:							114.65		.00		
22-54640-350	CEMETERY MAINT EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- CEMETERY	IN13192887	01/21/2021	.21	45428	.00	0	
22-54640-350	CEMETERY MAINT EXP	3320	SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPECTION	1588764	01/08/2021	49.75	45372	.00	0	
Total 2254640350:							49.96		.00		
22-54640-360	CEMETERY UTILITIES EXPEN	5160	EVANSVILLE WATER & LIG	ELEC/WATER-DPW MAPLE HILL CEMETERY	2021-01	01/27/2021	108.69	20131541	.00	0	
Total 2254640360:							108.69		.00		
22-54640-510	CEMETERY PROPERTY INSUR	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	215.31	45417	.00	0	
Total 2254640510:							215.31		.00		
25-57900-210	Professional Services	1885	CONSIGNY LAW FIRM SC	ATTY FEES- NELSON PAINT	50322	01/15/2021	849.60	45384	.00	0	

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Total 2557900210:							849.60		.00		
25-57900-801	Land Acquisition/Right of Way	3643	NELSON, SHEILA	REIMBURSEMENT OF PROPERTY TAXES-TIF 17/TIF 5	2020-12 TIF	01/21/2021	3,204.88	45442	.00		0
Total 2557900801:							3,204.88		.00		
30-58940-610	PRINCIPAL PAYMENT	5520	WPPI ENERGY	CASELLE CLARITY SOFTWARE LOAN PAYMENT	INV14789	01/21/2021	283.28	45461	.00		0
Total 3058940610:							283.28		.00		
40-52200-821	Police Building Improvements	91056	PAULSON KIMBALL CONS	2020 EPD PROPOSAL-10% DOWN PAYMENT	PD-2021	01/15/2021	1,188.00	45395	.00		0
Total 4052200821:							1,188.00		.00		
40-52200-840	Police Equipment Purchase	1850	COMPUTER KNOW HOW L	PD-QUINN--LENOVO THINKCENTRE DESKTOP	35131	01/28/2021	799.00	45477	.00		0
40-52200-840	Police Equipment Purchase	1850	COMPUTER KNOW HOW L	PD-DISPLAY PORT ADAPTER/VGA CABLE	35131	01/28/2021	30.00	45477	.00		0
40-52200-840	Police Equipment Purchase	4845	AXON ENTERPRISE	TASER 60 YEAR 4 PAYMENT: X26P BASIC	SI-1709191	01/28/2021	2,640.00	45467	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	BODY WORN CAMERA/WIFI BLUETOOTH	BCMINV0011	01/21/2021	12,935.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	TRANSFER STATION 8 SLOT RACK MOUNT CHARGE	BCMINV0011	01/21/2021	2,990.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	WARRANTY/3 YR NO FAULT	BCMINV0011	01/21/2021	5,850.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	DISCOUNT ON WARRANTY	BCMINV0011	01/21/2021	585.00-	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	DISCOUNT ON BODY CAMS	BCMINV0011	01/21/2021	800.00-	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	SHIPPING AND HANDLING	BCMINV0011	01/21/2021	235.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	SOFTWARE/REDACTIVE SINGLE USER LENS	4BOINV0007	01/21/2021	4,995.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	REDACTIVE SOFTWARE SUPPORT & MAINTENANCE	4BOINV0007	01/21/2021	2,795.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	MIKRO TIK WIRELESS KIT	4REINV0012	01/21/2021	1,000.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	HD DVR	4REINV0012	01/21/2021	22,775.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	DISCOUNT ON HD DVR	4REINV0012	01/21/2021	1,500.00-	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	FRONT CAMERA	4REINV0012	01/21/2021	1,000.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	WARRANTY 4RE IN CAR YR 3	4REINV0012	01/21/2021	1,000.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	WARRANTY 4RE IN CAR YR 4	4REINV0012	01/21/2021	1,625.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	WARRANTY 4RE IN CAR YR 5	4REINV0012	01/21/2021	2,250.00	45458	.00		0
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	SHIPPING AND HANDLING	4REINV0012	01/21/2021	125.00	45458	.00		0
Total 4052200840:							60,159.00		.00		

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40-53300-802	DPW Landscaping/Sidewalk Pro	4990	TOWN & COUNTRY ENGIN	ENG FEES-SIDEWALK & PATH IMPROVEMENTS	22325	01/21/2021	662.50	45454	.00	0	
40-53300-802	DPW Landscaping/Sidewalk Pro	4990	TOWN & COUNTRY ENGIN	SIDEWALKS	22328	01/21/2021	543.30	45454	.00	0	
40-53300-802	DPW Landscaping/Sidewalk Pro	1069	ALLEN CUSTOM FLATWO	SIDEWALK	4966	01/21/2021	1,200.00	45406	.00	0	
Total 4053300802:							2,405.80		.00		
40-53300-821	DPW BUILDINGS AND GROUN	4990	TOWN & COUNTRY ENGIN	W&L BUILDING EXPANSION	22329	01/21/2021	619.48	45454	.00	0	
40-53300-821	DPW BUILDINGS AND GROUN	4475	SKETCHWORKS ARCHITE	SCHEMATIC DESIGN/DEVELOPMENT	5389	01/28/2021	1,523.25	45502	.00	0	
Total 4053300821:							2,142.73		.00		
40-53300-840	DPW Equipment Purchase	1602	BURKE TRUCK & EQUIPM	FIRST 1/2 FOR COMPLETE BURKE PACKAGE PARTROL TRUCK	27636	01/21/2021	43,132.50	45412	.00	0	
40-53300-840	DPW Equipment Purchase	1335	BADGER SPRAY REPAIR L	GRACO LINELAZER AUTOMATIC GUN	37250	01/28/2021	15,668.56	45468	.00	0	
Total 4053300840:							58,801.06		.00		
40-53300-860	DPW Road Construction	4990	TOWN & COUNTRY ENGIN	ENG FEES-2019 STREET & UTILITY IMPROVEMENTS	22324	01/21/2021	74.20	45454	.00	0	
Total 4053300860:							74.20		.00		
40-57960-891	MAPPING	4990	TOWN & COUNTRY ENGIN	ENG FEES-GIS MAPPING	22326	01/21/2021	2,757.50	45454	.00	0	
Total 4057960891:							2,757.50		.00		
60-1650000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	608.07	45417	.00	0	
Total 601650000:							608.07		.00		
60-47412-530	WIND TURBINE	5520	WPPI ENERGY	WIND TURBINE ANNUAL TRUE-UP	42-122020	01/27/2021	5,120.83	20131554	.00	0	
Total 6047412530:							5,120.83		.00		
60-53500-210	WWTP PROFESSIONAL SERVI	3320	SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPECTION	1588765	01/08/2021	95.25	45372	.00	0	
60-53500-210	WWTP PROFESSIONAL SERVI	4990	TOWN & COUNTRY ENGIN	WWTP OPERATION ASSISTANCE	22331	01/21/2021	1,080.00	45454	.00	0	
60-53500-210	WWTP PROFESSIONAL SERVI	1063	L.W. ALLEN LLC	TOP VIEW OPC/SCADA RENEWEL	105991	01/28/2021	599.25	45489	.00	0	
Total 6053500210:							1,774.50		.00		
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE	BOD-5DAY/CHLORIDE/LAB							

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				FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	2020121225	01/21/2021	286.50	45404	.00	0	
Total 6053500214:							286.50		.00		
60-53500-215	SLUDGE HAULING	5104	UNITED LIQUID WASTE RE	CAKE WASTE PICK UP	29479	01/21/2021	1,120.00	45456	.00	0	
Total 6053500215:							1,120.00		.00		
60-53500-251	WWTP IT MAINT & REPAIR	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC20028	01/15/2021	1,071.00	45383	.00	0	
60-53500-251	WWTP IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	COE-BDR32	01/21/2021	8.10	45418	.00	0	
Total 6053500251:							1,079.10		.00		
60-53500-310	WWTP GEN OFFICE SUPPLIE	1776	CINTAS	RESTOCK MEDICINE CABINET-WWTP	5045193163	01/15/2021	44.42	45382	.00	0	
60-53500-310	WWTP GEN OFFICE SUPPLIE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-WWTP	IN13192887	01/21/2021	.35	45428	.00	0	
Total 6053500310:							44.77		.00		
60-53500-330	WWTP PROFESSIONAL DEVL	3560	MUNICIPAL ELECTRIC UTI	MEUW MEMBER DUES	010121-24	01/28/2021	632.03	45492	.00	0	
Total 6053500330:							632.03		.00		
60-53500-343	WWTP FUEL	1681	CASEY'S BUSINESS MAST	WWTP FUEL W/ DISCOUNT	QN366-0121	01/28/2021	7.35	45473	.00	0	
Total 6053500343:							7.35		.00		
60-53500-355	WWTP PLANT MAINT & REPAI	3600	NAPA OF OREGON	TRI-POWER IND-V BELT	340598-1152	01/15/2021	13.99	45394	.00	0	
60-53500-355	WWTP PLANT MAINT & REPAI	3600	NAPA OF OREGON	TRI POWER IND V BELT	340652-1152	01/15/2021	41.97	45394	.00	0	
60-53500-355	WWTP PLANT MAINT & REPAI	921619	GOLZ ELECTRIC	WWTP-INSTALLED NEW 15 HP MOTOR	2733	01/21/2021	2,313.98	45427	.00	0	
60-53500-355	WWTP PLANT MAINT & REPAI	921619	GOLZ ELECTRIC	WWTP-1500 W HEATER	2801	01/21/2021	367.96	45427	.00	0	
60-53500-355	WWTP PLANT MAINT & REPAI	921929	JC CROSS CO	AEON XD LUBRICANT	61957	01/28/2021	711.18	45488	.00	0	
Total 6053500355:							3,449.08		.00		
60-53500-361	WWTP COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-SEWER	7875-120120	01/08/2021	24.00	20131535	.00	0	
60-53500-361	WWTP COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM WWTP	0073902-012	01/21/2021	79.97	45415	.00	0	
60-53500-361	WWTP COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- WWTP	0415283022-	01/21/2021	2.46	45455	.00	0	
Total 6053500361:							106.43		.00		
60-53500-362	WWTP ELECTRIC/WATER EXP	5160	EVANSVILLE WATER & LIG	ELEC/WATER-DPW DISPOSAL PLANT	2021-01	01/27/2021	4,154.21	20131541	.00	0	

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Total 6053500362:							4,154.21		.00		
60-53500-363	WWTP NATURAL GAS EXP	5600	WE ENERGIES	MONTHLY GAS SERVICE-WWTP	3232153822-	01/28/2021	710.48	45509	.00	0	
Total 6053500363:							710.48		.00		
60-53500-510	WWTP PROPERTY INSURANC	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	304.03	45417	.00	0	
Total 6053500510:							304.03		.00		
60-53510-211	STWT PROF SERVICES - CIP	4990	TOWN & COUNTRY ENGIN	ENG FEES-2019 STREET & UTILITY IMPROVEMENTS	22324	01/21/2021	71.55	45454	.00	0	
Total 6053510211:							71.55		.00		
60-53510-350	SAN SEWER MAINT & REPAIR	1060	EVANSVILLE HARDWARE	SUPPLIES-BOWL CLEANER/DISINFECTANT/SPRING SNAPS/QUICK LINK/SLIP HOOK/WRENCH/PLIERS/KNIFE/PEELE R	200030-1449	01/08/2021	130.27	45362	.00	0	
Total 6053510350:							130.27		.00		
60-53510-901	BUILDING STORAGE AND GR	4990	TOWN & COUNTRY ENGIN	W&L BUILDING EXPANSION	22329	01/21/2021	206.49	45454	.00	0	
60-53510-901	BUILDING STORAGE AND GR	4475	SKETCHWORKS ARCHITE	SCHEMATIC DESIGN/DEVELOPMENT	5389	01/28/2021	507.75	45502	.00	0	
Total 6053510901:							714.24		.00		
60-53520-360	LIFT STATION UTILITIES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-DPW LIFT PUMP	2021-01	01/27/2021	1,576.34	20131541	.00	0	
Total 6053520360:							1,576.34		.00		
61-53580-180	RECOGNITION PROGRAM	9017	US BANK	CC-EL VALLARTA-DPW-EMPLOYEE APPRECIATION	1069-122320	01/08/2021	37.31	20131535	.00	0	
Total 6153580180:							37.31		.00		
61-53580-211	STWT PROFESSIONAL SERVI	4990	TOWN & COUNTRY ENGIN	ENG FEES-2019 STREET & UTILITY IMPROVEMENTS	22324	01/21/2021	47.70	45454	.00	0	
Total 6153580211:							47.70		.00		
61-53580-251	STWT IT MAINT & REPAIR	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC20028	01/15/2021	490.00	45383	.00	0	

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Total 6153580251:							490.00		.00		
61-53580-301	WATERWAY MAINTENANCE	9433	JEWELL ASSOC ENGINEE	LAKE LEOTA DAM REPAIRS	11599	01/21/2021	4,271.00	45434	.00		0
Total 6153580301:							4,271.00		.00		
61-53580-340	STORMWATER SUPPLIES & E	2880	INFOSEND INC	OTHER	180841	01/08/2021	88.11	45365	.00		0
Total 6153580340:							88.11		.00		
61-53580-901	BUILDING STORAGE AND GR	4990	TOWN & COUNTRY ENGIN	W&L BUILDING EXPANSION	22329	01/21/2021	206.49	45454	.00		0
Total 6153580901:							206.49		.00		
61-58940-700	TRANSFER TO WATER & LIGH	4475	SKETCHWORKS ARCHITE	SCHEMATIC DESIGN/DEVELOPMENT	5389	01/28/2021	507.75	45502	.00		0
Total 6158940700:							507.75		.00		
62-1143010	Other Accts Rec.-Solar Buyback	5520	WPPI ENERGY	BUY-BACK SOLAR CREDIT	42-122020	01/27/2021	302.86-	20131554	.00		0
62-1143010	Other Accts Rec.-Solar Buyback	5520	WPPI ENERGY	PROOF	42-122020	01/27/2021	422.66	20131554	.00		0
Total 621143010:							119.80		.00		
62-1143011	Other Accts Rec.-Solar Buyback	5520	WPPI ENERGY	BUY-BACK SOLAR CREDIT	42-122020	01/27/2021	119.80-	20131554	.00		0
Total 621143011:							119.80-		.00		
62-1150001	INVENTORY - ELECTRIC	9149	RESCO	ANCHOR, TWIN HELIX 10"	809465-00	01/21/2021	555.00	45444	.00		0
62-1150001	INVENTORY - ELECTRIC	9149	RESCO	GROUND ROD	809465-00	01/21/2021	364.50	45444	.00		0
62-1150001	INVENTORY - ELECTRIC	9149	RESCO	LED HEAD	808145-01	01/28/2021	875.00	45499	.00		0
62-1150001	INVENTORY - ELECTRIC	9149	RESCO	PED; FLUSHMOUNT URD VAULT	808113-00	01/28/2021	111.92	45499	.00		0
Total 621150001:							1,906.42		.00		
62-1165000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	2,921.37	45417	.00		0
62-1165000	PREPAYMENTS	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	1,573.05	45417	.00		0
Total 621165000:							4,494.42		.00		
62-2221000	Current Portion, L-T Debt	5520	WPPI ENERGY	AMI PROJECT LOAN PAYMENT	INV14789	01/21/2021	2,536.72	45461	.00		0

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Total 622221000:							2,536.72		.00		
62-2232501	1ST AND 2ND STREET 2021	4990	TOWN & COUNTRY ENGIN	STREET- 1ST AND 2ND	22327	01/21/2021	3,609.72	45454	.00	0	
62-2232501	1ST AND 2ND STREET 2021	4990	TOWN & COUNTRY ENGIN	SEWER IMPROVEMENTS-1ST & 2ND	22327	01/21/2021	3,480.80	45454	.00	0	
62-2232501	1ST AND 2ND STREET 2021	4990	TOWN & COUNTRY ENGIN	STWT CAPITAL-1ST & 2ND	22327	01/21/2021	2,320.53	45454	.00	0	
62-2232501	1ST AND 2ND STREET 2021	4990	TOWN & COUNTRY ENGIN	WATER IMPROVEMENTS	22327	01/21/2021	3,480.80	45454	.00	0	
62-2232501	1ST AND 2ND STREET 2021	4990	TOWN & COUNTRY ENGIN	WATER IMPROVEMENTS	22327	01/21/2021	.01	45454	.00	0	
Total 622232501:							12,891.86		.00		
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/15/2021	PR0115211	01/31/2021	839.14	20131555	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/15/2021	PR0115211	01/31/2021	196.25	20131555	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/15/2021	PR0115211	01/31/2021	196.25	20131555	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/1/2021	PR0101211	01/27/2021	808.08	20131542	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/1/2021	PR0101211	01/27/2021	188.99	20131542	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/1/2021	PR0101211	01/27/2021	188.99	20131542	.00	0	
Total 622238040:							2,417.70		.00		
62-2238080	WI SALES TAX	5560	WISCONSIN DEPT OF REV	SALES USE TAX-W&L	2021-01 ST	01/27/2021	12,830.63	20131551	.00	0	
Total 622238080:							12,830.63		.00		
62-2253021	DFD CREDITS-PB-ENERGY C	922615	SENDELBACH, BREANA	SCHOLARSHIP PROGRAM	2020 SCHOL	01/21/2021	1,000.00	45448	.00	0	
Total 622253021:							1,000.00		.00		
62-2253031	PUBLIC BENEFIT REVENUE	91020	SEERA C/O WIPFLI LLP	FOCUS ON ENERGY - DEC PAYMENT	2020-12	01/21/2021	2,400.70	45447	.00	0	
Total 622253031:							2,400.70		.00		
62-41400-001	OPERATING & OTHER REVEN	5560	WISCONSIN DEPT OF REV	SALES USE TAX-W&L DISCOUNT	2021-01 ST	01/27/2021	64.15-	20131551	.00	0	
Total 6241400001:							64.15-		.00		
62-41442-062	MUNICIPAL GREEN POWER	5520	WPPI ENERGY	GREEN POWER	42-122020	01/27/2021	660.00	20131554	.00	0	

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Total 6241442062:							660.00		.00		
62-51545-001	OPER POWER PURCHASED	5520	WPPI ENERGY	PURCHASED POWER	42-122020	01/27/2021	412,067.07	20131554	.00	0	
Total 6251545001:							412,067.07		.00		
62-51569-001	OPER DISTRIBUTION EXPENS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM W&L	0052369-012	01/15/2021	82.20	45381	.00	0	
Total 6251569001:							82.20		.00		
62-51572-001	MAINT LINES	1060	EVANSVILLE HARDWARE	SUPPLIES-REGAL TOOL RED	200037-1450	01/08/2021	9.97	45362	.00	0	
62-51572-001	MAINT LINES	1060	EVANSVILLE HARDWARE	SUPPLIES-HEX BIT/WEATHERSTRIP	200037-1451	01/08/2021	38.98	45362	.00	0	
62-51572-001	MAINT LINES	3435	MENARD'S-JANESVILLE	SUPPLIES-BATTERIES	75889	01/08/2021	100.96	45368	.00	0	
62-51572-001	MAINT LINES	90123	C&M HYDRAULIC TOOL S	20V MAX LITH ION RECIPROCATING SAW	0170332-IN	01/21/2021	568.52	45413	.00	0	
62-51572-001	MAINT LINES	9133	FORSTER ELECTRICAL E	E02-20G TECHNICAL ASSISTANCE	23560	01/21/2021	367.50	45426	.00	0	
62-51572-001	MAINT LINES	9149	RESCO	BOLT MACHINE 5/8 X 12 QTY 50	809465-00	01/21/2021	156.00	45444	.00	0	
62-51572-001	MAINT LINES	9149	RESCO	FUSE LINK 10 AMP TYPE QA FITALL	810804-00	01/21/2021	418.00-	45444	.00	0	
62-51572-001	MAINT LINES	9149	RESCO	FUSE LINK 10 AMP TYPE QA FITALL	802921-00	01/21/2021	418.00	45444	.00	0	
62-51572-001	MAINT LINES	9209	DIGGERS HOTLINE INC	PREPAID EMAIL FEES	201247501	01/15/2021	88.00	45386	.00	0	
62-51572-001	MAINT LINES	2195	FS3 INC	POP N WORK GROUND TENT 6X6	70435	01/28/2021	735.11	45483	.00	0	
Total 6251572001:							2,065.04		.00		
62-51573-001	MAINT LINE TRANSFORMERS	1060	EVANSVILLE HARDWARE	SUPPLIES-DIAL CALIPER	200037-1451	01/08/2021	26.99	45362	.00	0	
Total 6251573001:							26.99		.00		
62-51575-001	MAINT METERS	2126	ELSTER SOLUTIONS LLC	NEW ELECTRIC AMI METERS	9000119403	01/08/2021	2,128.00	45361	.00	0	
Total 6251575001:							2,128.00		.00		
62-51903-001	OPER READING & COLLECTIN	5520	WPPI ENERGY	SUPPORT SERVICES-DEC	42-122020	01/27/2021	1,745.51	20131554	.00	0	
62-51903-001	OPER READING & COLLECTIN	90741	STOP PROCESSING CENT	ACH PROCESSING-ELECTRIC	19110	01/21/2021	37.90	45451	.00	0	
62-51903-001	OPER READING & COLLECTIN	2880	INFOSEND INC	POSTAGE CHARGES	184118	01/21/2021	869.01	45433	.00	0	
62-51903-001	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	184118	01/21/2021	250.33	45433	.00	0	
62-51903-001	OPER READING & COLLECTIN	2880	INFOSEND INC	POSTAGE CHARGES	180841	01/08/2021	869.20	45365	.00	0	
62-51903-001	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	180841	01/08/2021	250.66	45365	.00	0	
62-51903-001	OPER READING & COLLECTIN	2880	INFOSEND INC	OTHER	180841	01/08/2021	88.11	45365	.00	0	
62-51903-001	OPER READING & COLLECTIN	2880	INFOSEND INC	POSTAGE CHARGES	182466	01/08/2021	868.28	45365	.00	0	
62-51903-001	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	182466	01/08/2021	250.93	45365	.00	0	

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Total 6251903001:							5,229.93		.00		
62-51921-001	OPER OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- ELECTRIC	IN13192887	01/21/2021	5.64	45428	.00	0	
62-51921-001	OPER OFFICE SUPPLIES & EX	9017	US BANK	CC-AMAZON-C. RENLY-EMF DETECTOR/SHARPEIS	7875-121520	01/08/2021	130.33	20131535	.00	0	
62-51921-001	OPER OFFICE SUPPLIES & EX	9017	US BANK	CC-AMAZON-C. RENLY-OFFICE CHAIR WITH LUMBAR SUPPORT & WHEELS	7875-121620	01/08/2021	1,213.68	20131535	.00	0	
62-51921-001	OPER OFFICE SUPPLIES & EX	9017	US BANK	CC-AMAZON-C. RENLY-HP MONITORS	7875-121720	01/08/2021	499.96	20131535	.00	0	
62-51921-001	OPER OFFICE SUPPLIES & EX	2835	LEAH HURTLEY	REIMB MILEAGE-MAIL RUN AND PACKET DELIVERY	012020-1220	01/28/2021	344.25	45490	.00	0	
62-51921-001	OPER OFFICE SUPPLIES & EX	3956	PROFESSIONAL BUSINES	WINDOW ENVELOPES W/ FREIGHT- ELECTRIC	114186	01/28/2021	145.06	45495	.00	0	
62-51921-001	OPER OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-W&L	5090-0121	01/15/2021	144.92	45396	.00	0	
Total 6251921001:							2,483.84		.00		
62-51924-001	OPER PROPERTY INSURANC	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	1,460.69	45417	.00	0	
Total 6251924001:							1,460.69		.00		
62-51930-001	MISC GENERAL EXPENSES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-ELECTRIC	50322	01/15/2021	405.00	45384	.00	0	
62-51930-001	MISC GENERAL EXPENSES	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	677	01/15/2021	146.25	45399	.00	0	
62-51930-001	MISC GENERAL EXPENSES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-W&L	2021-01	01/27/2021	884.31	20131541	.00	0	
62-51930-001	MISC GENERAL EXPENSES	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-WATER	7875-120120	01/08/2021	48.00	20131535	.00	0	
62-51930-001	MISC GENERAL EXPENSES	9017	US BANK	CC-USPS-W&L-POSTAGE	1093-121520	01/08/2021	11.55	20131535	.00	0	
62-51930-001	MISC GENERAL EXPENSES	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L ELECTRIC	0415319888-	01/21/2021	151.39	45455	.00	0	
Total 6251930001:							1,646.50		.00		
62-51930-011	RECOGNITION PROGRAM	9017	US BANK	CC-TOPPERS PIZZA-W&L	1093-121420	01/08/2021	79.03	20131535	.00	0	
Total 6251930011:							79.03		.00		
62-51930-130	ELC SAFETY & PPE	9149	RESCO	HI GRIP XTREME GLOVE PROTECTOR 14 " SIZE 9/10	808513-00	01/21/2021	205.20	45444	.00	0	
Total 6251930130:							205.20		.00		
62-51930-251	IT SERVICE AND EQUIPMENT	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	COE-BDR32	01/21/2021	30.10	45418	.00	0	
62-51930-251	IT SERVICE AND EQUIPMENT	1630	BYTE STUDIOS INC.	WEBSITE HOSTING & SUPPORT FOR 6 MONTHS	1210	01/28/2021	150.00	45471	.00	0	
62-51930-251	IT SERVICE AND EQUIPMENT	1630	BYTE STUDIOS INC.	WEBSITE HOSTING & SUPPORT FOR 6 MONTHS	1286	01/28/2021	150.00	45471	.00	0	

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62-51930-251	IT SERVICE AND EQUIPMENT	1630	BYTE STUDIOS INC.	WEBSITE HOSTING & SUPPORT FOR 6 MONTHS	1413	01/28/2021	150.00	45471	.00	0	
Total 6251930251:							480.10		.00		
62-51933-001	OPER TRANSPORTATION EXP	9017	US BANK	CC-CASEY'S-C. RENLY-FUEL	7875-120920	01/08/2021	32.59	20131535	.00	0	
62-51933-001	OPER TRANSPORTATION EXP	5060	LANDMARK SERVICES CO	W&L FED GAS/DSL REFUND DEC	1605800-106	01/21/2021	89.39	45436	.00	0	
62-51933-001	OPER TRANSPORTATION EXP	5060	LANDMARK SERVICES CO	W&L MONTHLY FUEL W/DISC	1605800-012	01/21/2021	958.11	45436	.00	0	
62-51933-001	OPER TRANSPORTATION EXP	3125	LAKESIDE INTERN'L TRUC	95 FORD TRUCK AIR SYSTEMS DIANOSTICS/COOLANT LEAK	5080053	01/15/2021	2,633.16	45391	.00	0	
62-51933-001	OPER TRANSPORTATION EXP	90495	MILLER-BRADFORD & RIS	LOCK PIN	P31711	01/15/2021	109.00	45393	.00	0	
62-51933-001	OPER TRANSPORTATION EXP	3600	NAPA OF OREGON	EQUIP MAINT-AIR FILTER/OIL FILTER/BATTERY	340641-1152	01/15/2021	171.97	45394	.00	0	
Total 6251933001:							3,815.44		.00		
62-51935-001	MAINT GENERAL PLANT	1060	EVANSVILLE HARDWARE	SUPPLIES-FIBERGLASS SPREADER/BONDO/CLOTH/SCISSOR S	200037-1448	01/08/2021	57.96	45362	.00	0	
62-51935-001	MAINT GENERAL PLANT	1060	EVANSVILLE HARDWARE	SUPPLIES-RIVET BACKUP	200037-1450	01/08/2021	1.99	45362	.00	0	
62-51935-001	MAINT GENERAL PLANT	9017	US BANK	CC-AMAZON-W&L-SOCKET	1093-121320	01/08/2021	119.82	20131535	.00	0	
62-51935-001	MAINT GENERAL PLANT	9017	US BANK	CC-AMAZON-W&L-SOCKET	1093-121320	01/08/2021	27.96	20131535	.00	0	
62-51935-001	MAINT GENERAL PLANT	9017	US BANK	CC-FARM & FLEET-W&L-PPE SUPPLIES/VERSA STRAP/HELMET/HEX SHANK	1093-121620	01/08/2021	214.34	20131535	.00	0	
62-51935-001	MAINT GENERAL PLANT	3320	SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER INSPECTION	1588768	01/08/2021	622.00	45372	.00	0	
62-51935-001	MAINT GENERAL PLANT	1048	AIRGAS USA LLC	ACETLYNE/OXYGEN/CARBON DIOXIDE	9976243352	01/21/2021	34.19	45405	.00	0	
Total 6251935001:							1,078.26		.00		
62-52605-002	MAINT WATER SOURCE PLAN	4990	TOWN & COUNTRY ENGIN	ENG FEES-2019 STREET & UTILITY IMPROVEMENTS	22324	01/21/2021	71.55	45454	.00	0	
Total 6252605002:							71.55		.00		
62-52622-002	OPER POWER PURCHASED F	5160	EVANSVILLE WATER & LIG	ELEC/WATER-WELL #1/#2/WATER TOWER	2021-01	01/27/2021	3,790.35	20131541	.00	0	
Total 6252622002:							3,790.35		.00		
62-52631-002	OPER WATER TREATMENT CH	9218	WI STATE LABORATORY O	WATER SAMPLE TESTING-FLUORIDE	661138	01/21/2021	206.00	45460	.00	0	
Total 6252631002:							206.00		.00		
62-52641-002	OPER SUPPLIES & EXPENSES	1060	EVANSVILLE HARDWARE	SUPPLIES-SPLYFACT3	200037-1452	01/08/2021	11.98	45362	.00	0	

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Total 6252641002:							11.98		.00		
62-52651-002	MAINT MAINS	1190	ARNDT & SON PLUMBING	MAINT-REPAIR & TEST RP VALVES	6622	01/08/2021	53.85	45358	.00	0	
62-52651-002	MAINT MAINS	90123	C&M HYDRAULIC TOOL S	SUPPLIES-YELLOW HANDLE KNIFE	0170405-IN	01/21/2021	144.60	45413	.00	0	
62-52651-002	MAINT MAINS	9149	RESCO	HI GRIP XTREME GLOVE PROTECTOR 14 " SIZE 9/10	809467-00	01/21/2021	173.88	45444	.00	0	
Total 6252651002:							372.33		.00		
62-52655-002	MAINT MAINTENANCE OF OT	4990	TOWN & COUNTRY ENGIN	W&L BUILDING EXPANSION	22329	01/21/2021	206.49	45454	.00	0	
62-52655-002	MAINT MAINTENANCE OF OT	4475	SKETCHWORKS ARCHITE	SCHEMATIC DESIGN/DEVELOPMENT	5389	01/28/2021	507.75	45502	.00	0	
Total 6252655002:							714.24		.00		
62-52902-002	OPER ACCOUNTING & COLLE	2660	GOVERNMENT FINANCE	MEMBERSHIP DUES-GFOC-WATER	2072602-202	01/28/2021	51.00	45486	.00	0	
Total 6252902002:							51.00		.00		
62-52903-002	OPER READING & COLLECTIN	90741	STOP PROCESSING CENT	ACH PROCESSING-WATER	19110	01/21/2021	20.41	45451	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	POSTAGE CHARGES	184118	01/21/2021	467.93	45433	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	184118	01/21/2021	134.79	45433	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	POSTAGE CHARGES	180841	01/08/2021	468.03	45365	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	180841	01/08/2021	134.97	45365	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	POSTAGE CHARGES	182466	01/08/2021	467.53	45365	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	182466	01/08/2021	135.11	45365	.00	0	
Total 6252903002:							1,828.77		.00		
62-52921-002	OPER OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-WATER	IN13192887	01/21/2021	3.04	45428	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9017	US BANK	CC-AMAZON-W&L-DRY ERASE MARKERS	1093-121320	01/08/2021	17.56	20131535	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9017	US BANK	CC-AMAZON-W&L-SHARPIES	1093-121320	01/08/2021	12.24	20131535	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9017	US BANK	CC-AMAZON-W&L-BALL-POINT PENS	1093-121320	01/08/2021	12.88	20131535	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9017	US BANK	CC-AMAZON-W&L-WHITEOUT CORRECTION TAPE	1093-121320	01/08/2021	13.72	20131535	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9017	US BANK	CC-AMAZON-W&L-PROMOTION	1093-121320	01/08/2021	27.97-	20131535	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9017	US BANK	CC-AMAZON-W&L-SHIPPING	1093-121320	01/08/2021	17.97	20131535	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9196	ANSER SERVICES	ANSWERING SERVICE-WATER	10395-01042	01/15/2021	122.50	45378	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	3956	PROFESSIONAL BUSINES	WINDOW ENVELOPES W/ FREIGHT- WATER	114186	01/28/2021	74.73	45495	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-W&L	5090-0121	01/15/2021	78.03	45396	.00	0	

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Total 6252921002:							324.70		.00		
62-52924-002	OPER PROPERTY INSURANC	1870	COMMUNITY INSURANCE	VEHICLE COMP/COLISION INSURANCE	INV0000131	01/21/2021	786.52	45417	.00	0	
Total 6252924002:							786.52		.00		
62-52930-002	OPER MISC GENERAL EXPEN	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	677	01/15/2021	78.75	45399	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	5160	EVANSVILLE WATER & LIG	ELEC/WATER-W&L	2021-01	01/27/2021	349.72	20131541	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL- ELECTRIC	7875-120120	01/08/2021	96.00	20131535	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM W&L	0052369-012	01/15/2021	82.20	45381	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L WATER	0415319888-	01/21/2021	110.00	45455	.00	0	
Total 6252930002:							716.67		.00		
62-52930-130	WATER SAFETY & PPE	90123	C&M HYDRAULIC TOOL S	BUCKYARD SNAPS	0170406-IN	01/21/2021	337.16	45413	.00	0	
62-52930-130	WATER SAFETY & PPE	90123	C&M HYDRAULIC TOOL S	XL EXOFIT NEX 2D ARC FLASH	0170406-IN	01/21/2021	1,200.52	45413	.00	0	
62-52930-130	WATER SAFETY & PPE	2675	GRAINGER	SAFETY EQUIPMENT	9761876821	01/21/2021	95.68	45429	.00	0	
62-52930-130	WATER SAFETY & PPE	9149	RESCO	HI GRIP XTREME GLOVE PROTECTOR 14 " SIZE 9/10	808513-00	01/21/2021	205.20	45444	.00	0	
Total 6252930130:							1,838.56		.00		
62-52930-251	IT SERVICE & EQUIP	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC20028	01/15/2021	1,071.00	45383	.00	0	
62-52930-251	IT SERVICE & EQUIP	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	COE-BDR32	01/21/2021	8.12	45418	.00	0	
62-52930-251	IT SERVICE & EQUIP	1630	BYTE STUDIOS INC.	WEBSITE HOSTING & SUPPORT FOR 6 MONTHS	1210	01/28/2021	75.00	45471	.00	0	
62-52930-251	IT SERVICE & EQUIP	1630	BYTE STUDIOS INC.	WEBSITE HOSTING & SUPPORT FOR 6 MONTHS	1286	01/28/2021	75.00	45471	.00	0	
62-52930-251	IT SERVICE & EQUIP	1630	BYTE STUDIOS INC.	WEBSITE HOSTING & SUPPORT FOR 6 MONTHS	1413	01/28/2021	75.00	45471	.00	0	
Total 6252930251:							1,304.12		.00		
62-52930-330	PROFESSIONAL DEVELOPME	3435	MENARD'S-JANESVILLE	3M WORKTUNES BT EAR MUFF	77205	01/28/2021	127.38	45491	.00	0	
62-52930-330	PROFESSIONAL DEVELOPME	9017	US BANK	CC-CHIPOTLE-W&L-LUNCH	1093-121820	01/08/2021	64.88	20131535	.00	0	
62-52930-330	PROFESSIONAL DEVELOPME	3560	MUNICIPAL ELECTRIC UTI	MEUW MEMBER DUES	010121-24	01/28/2021	1,334.27	45492	.00	0	
62-52930-330	PROFESSIONAL DEVELOPME	5136	BRAD WAY	REIMB WATER OPERATOR EXAM	2021-0114	01/21/2021	50.00	45411	.00	0	
Total 6252930330:							1,576.53		.00		
62-52935-002	MAINT MAINTENANCE OF GE	1060	EVANSVILLE HARDWARE	SUPPLIES-BLACK OXIDE BIT SET	200037-1450	01/08/2021	29.99	45362	.00	0	

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62-52935-002	MAINT MAINTENANCE OF GE	3435	MENARD'S-JANESVILLE	SUPPLIES-48" T8 5000K LED A 2PK	77252	01/28/2021	124.75	45491	.00	0	
62-52935-002	MAINT MAINTENANCE OF GE	3435	MENARD'S-JANESVILLE	SUPPLIES-24" 17W 4100K T8 2PK	77205	01/28/2021	35.55	45491	.00	0	
62-52935-002	MAINT MAINTENANCE OF GE	3435	MENARD'S-JANESVILLE	SUPPLIES-WIPE OUT WIPES	77205	01/28/2021	3.22	45491	.00	0	
62-52935-002	MAINT MAINTENANCE OF GE	5600	WE ENERGIES	MONTHLY GAS SERVICE-W&L	2495923005-	01/28/2021	561.15	45509	.00	0	
62-52935-002	MAINT MAINTENANCE OF GE	90123	C&M HYDRAULIC TOOL S	20V MAX LITH ION RECIPROCATING SAW	0170354-IN	01/21/2021	568.52	45413	.00	0	
62-52935-002	MAINT MAINTENANCE OF GE	90123	C&M HYDRAULIC TOOL S	20V MAX 3/8 WRENCH KIT	0170406-IN	01/21/2021	296.93	45413	.00	0	
Total 6252935002:							1,620.11		.00		
62-52935-110	MAINTENANCE OF GEN PLNT	3600	NAPA OF OREGON	PAINT MARKERS	340726-1152	01/15/2021	11.68	45394	.00	0	
Total 6252935110:							11.68		.00		
63-2253021	DFD CREDITS-PB-ENERGY C	2150	EHS YEARBOOK	YEARBOOK	2021-01	01/28/2021	200.00	45480	.00	0	
Total 632253021:							200.00		.00		
63-2253041	DFD CREDITS - ELECTRIC VE	922620	DARNELL, STEVEN	ELECTRIC CAR CHARGER REBATE	16779001-20	01/21/2021	250.00	45421	.00	0	
Total 632253041:							250.00		.00		
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	UTILITY BAG	0170470-IN	01/28/2021	28.80	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	EQUIPMENT BAG	0170470-IN	01/28/2021	107.38	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	12" ADJ WRENCH	0170470-IN	01/28/2021	45.35	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	8" ADJ WRENCH	0170470-IN	01/28/2021	24.99	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	HANDLINE BELT HOOK	0170470-IN	01/28/2021	12.18	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	HAMMER	0170470-IN	01/28/2021	20.81	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	CYNCHLOK FALL RESTRICT	0170470-IN	01/28/2021	590.63	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	8' ADJ. ROPE LANYARD W/ALUM CAPS	0170470-IN	01/28/2021	385.00	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	CLIMBER PAD	0170470-IN	01/28/2021	261.44	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	HOLSTER	0170470-IN	01/28/2021	90.58	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	STEEL CLIMBERS	0170470-IN	01/28/2021	229.76	45472	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	GAFF GUARD	0170470-IN	01/28/2021	11.60	45472	.00	0	
Total 6351593300:							1,808.52		.00		
63-51594-300	UG LINE MAINENANCE	3435	MENARD'S-JANESVILLE	16" GRV JOINT PLIERS	77205	01/28/2021	15.27	45491	.00	0	
63-51594-300	UG LINE MAINENANCE	3435	MENARD'S-JANESVILLE	MASTERFORCE 25' MAGNETIC	77205	01/28/2021	18.68	45491	.00	0	
63-51594-300	UG LINE MAINENANCE	3435	MENARD'S-JANESVILLE	8" ANGLED DIAGONAL PLIERS	77205	01/28/2021	16.99	45491	.00	0	
63-51594-300	UG LINE MAINENANCE	3435	MENARD'S-JANESVILLE	SUPPLIES-BATTERIES	77205	01/28/2021	11.88	45491	.00	0	
63-51594-300	UG LINE MAINENANCE	3435	MENARD'S-JANESVILLE	SUPPLIES-BATTERIES	77205	01/28/2021	11.88	45491	.00	0	

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63-51594-300	UG LINE MAINENANCE	3435	MENARD'S-JANESVILLE	SUPPLIES-BATTERIES	77205	01/28/2021	12.74	45491	.00	0	
63-51594-300	UG LINE MAINENANCE	3435	MENARD'S-JANESVILLE	SUPPLIES-BATTERIES	77205	01/28/2021	10.86	45491	.00	0	
Total 6351594300:							98.30		.00		
63-51921-300	OFFICE SUPPLIES & EXPENS	9196	ANSER SERVICES	ANSWERING SERVICE-ELECTRIC	10395-01042	01/15/2021	227.50	45378	.00	0	
Total 6351921300:							227.50		.00		
63-51926-131	CLOTHNG ALLOWANCE	4874	THE SHOE BOX	SHOE ALLOWANCE-EMP P SCHMELING	78722	01/28/2021	160.20	45504	.00	0	
Total 6351926131:							160.20		.00		
63-51930-130	SAFETY EQUIPMENT AND PP	1778	CINTAS CORP	RESTOCK 1ST AID KIT W&L	8404974380	01/28/2021	13.00	45476	.00	0	
Total 6351930130:							13.00		.00		
63-51930-251	IT SERVICE AND EQUIPMENT	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC20028	01/15/2021	3,217.00	45383	.00	0	
Total 6351930251:							3,217.00		.00		
63-51930-330	PROFESSIONAL DEV/TRAININ	2660	GOVERNMENT FINANCE	MEMBERSHIP DUES-GFOC-ELECTRIC	2072602-202	01/28/2021	85.00	45486	.00	0	
63-51930-330	PROFESSIONAL DEV/TRAININ	3560	MUNICIPAL ELECTRIC UTI	TRAINING-TRANSFORMER WORKSHOP	2074	01/28/2021	150.00	45492	.00	0	
63-51930-330	PROFESSIONAL DEV/TRAININ	3560	MUNICIPAL ELECTRIC UTI	MEUW MEMBER DUES	010121-24	01/28/2021	2,598.29	45492	.00	0	
Total 6351930330:							2,833.29		.00		
63-51932-300	BUILDING AND PLANT MAINT	4990	TOWN & COUNTRY ENGIN	W&L BUILDING EXPANSION	22329	01/21/2021	412.99	45454	.00	0	
63-51932-300	BUILDING AND PLANT MAINT	4990	TOWN & COUNTRY ENGIN	W&L BUILDING EXPANSION	22329	01/21/2021	.01	45454	.00	0	
63-51932-300	BUILDING AND PLANT MAINT	4475	SKETCHWORKS ARCHITE	SCHEMATIC DESIGN/DEVELOPMENT	5389	01/28/2021	1,015.50	45502	.00	0	
Total 6351932300:							1,428.50		.00		
63-51932-360	BUILDING & PLANT UTILITY C	5600	WE ENERGIES	MONTHLY GAS SERVICE-SHOP W&L	6492760242-	01/28/2021	500.85	45509	.00	0	
Total 6351932360:							500.85		.00		
Grand Totals:							3,422,453.20		.00		



Customer Bill to Information

Company		
Address	City, St., Zip	
Contact	Phone Number	Fax Number
Email		

Payment Information

Model #	Customer #	Existing Lease #
Term	Choose New Billing Cycle <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Monthly Lease Payment

Terms & Conditions

This Agreement extends Customer’s existing Lease, referenced by the Lease Number above, with Quadient Leasing USA, Inc., formerly known as MailFinance Inc. (“Quadient Leasing”). Except as otherwise provided herein, the terms and conditions of the existing lease shall remain the same and continue in full force and effect. In the event of a conflict between the existing Lease and this Agreement, the provisions of this Agreement shall control.

This Agreement becomes effective upon the expiration of the current term of your existing Lease. Customer agrees that this Agreement is NON-CANCELLABLE for the entire Extension Term set forth above. After the expiration of the Extension Term, this Agreement shall automatically renew on a month-to-month basis (each a “Renewal Period”) at the Lease Payment and frequency set forth above. Customer may terminate this Agreement at the end of the Extension Term or at the end of any Renewal Period by notifying Quadient Leasing in writing of its desire to terminate no later than thirty (30) days prior to the desired termination date.

Customer Acknowledgment

Customer understands and agrees to comply with the terms and conditions of this Agreement. The undersigned is authorized to sign this Agreement on behalf of the Customer identified above.

Customer Signature	Date
Print Name/Title	

For Internal Use Only

By	Date
----	------

Economic Development Loan Forgiveness Memo

To: Common Council, EDRLF, and EDC

From: Jason Sergeant, Community Development Director

Background:

Spring of 2020, Council created the ability for staff to approve small forgivable loans. One loan has been approved under this process. Existing loans had payments suspended during this time.

Staff Proposal:

Staff recommends the remaining loan be forgiven. The current balance is less than 2,000 and has an outstanding payment record. The loan was issued in late 2018.

The ongoing COVID-19 restrictions have continued to limit the ability of many businesses to operate and generate the expected returns to pay overhead, expenses and loans such as these.

The most efficient way to move forward on this would be to make a motion to recommend forgiveness of loan RLF-2018-01. The same action would then occur at the RLF board and finally be approved by council.

The remaining balance in the loan fund account is in excess of \$70,0000.

**Request for Quotes for the City of Evansville, WI
DESIGN AND CONSTRUCTION OF A NEW 24 ACRE PARK WITH ATHLETIC FIELDS,
SPLASH PAD, SWIMMING POOL, AND DEMOLITION AND REMOVAL OF AN EXISTING
SWIMMING POOL**

Issued: March __, 2021

Submission Deadline: 4:00 pm on April __, 2021

Contact Information:

Jason Sergeant, Community Development Director

City of Evansville

31 S Madison Street

PO Box 529

Evansville, WI 53536

jason.sergeant@ci.evansville.wi.gov

A. Project

Description and History: The City of Evansville, WI is seeking to replace its existing swimming pool with a splash pad, and subsequently demolish the existing facility. Additionally, the project will include the development of 24 acre West Side Park to include a new swimming pool, athletic fields and other park amenities. Funding will be a combination of taxpayer funds and private donations. The Project will consist of construction of a new aquatic center, trails, central pedestrian way, athletic fields, parking, and concessions/washrooms at West Side Park.

Demolition of the existing aquatic center at Leonard-Leota Park and reconstruction a splash pad with refurbished parking and grounds. The project will be designed and constructed within a 24-month period. All changes will be made within the bounds of West Side and Leonard-Leota Park.

The City had completed a concept study with designs for West Side Park as well as Concept studies for pools and Leonard-Leota Park. The Background work done for a 2020 Park and Outdoor Recreation Plan, Concept Design Work for Westside Park, and Concept design work for the Aquatic Center can be found here:

http://www.ci.evansville.wi.gov/life_in_evansville/recreation/

B. Requested Services

The City is soliciting qualification statements for engineering services to assist the City the design, public outreach, bid management and procurement, construction administration and inspections related to the creation of a new aquatic center, park, and splashpad. Initial work should focus on refining existing schematic designs for park and pool improvements to improve the organization of park elements.

C. Project Budget

The firm selected by the City for this project will assist in developing a project to fit within the projected project budget.

D. Proposed Scope of Work

The selected firm will be responsible for providing the following services in conformance with applicable local, state, and federal:

- Design of desired infrastructure improvements required to service the new pool, park and splash pad;
- Project drawings and specifications;
- Preparation of bid packets;
- Consultations;
- Supervision;
- Travel;
- Requests for Information on plans and specifications;
- Construction staking;
- Review and approve submittals;
- Contractor pay application verifications and forwarding to City with appropriate recommendations for payments;
- Ensuring demolition of all components of the existing pool meet all applicable environmental regulations;
- Construction close out (as-builts, punch lists, final inspections, receipt and forwarding to the City of final lien waivers);
- Inspection and review of warranty work one year after close-out;
- Construction inspection for the entire project and sufficient site visits to ensure the work is proceeding in accordance with the construction contract;
- Providing reproducible “As Built” plan drawings to the City upon project completion;
- Maintenance for all required records for at least three years after the City makes the final payment and all pending matters are closed;
- The City may request assistance from the selected engineer in developing a fundraising plan and/or other grant applications for funding to support construction.

E. Project Schedule

The selected consultant is expected to begin work immediately upon award of the contract and will be asked to assist with the development of a project schedule for their work and project build out. The schedule should reflect appropriate time to perform public outreach for project feedback of project amenities.

F. Required Qualifications and Selection Process

Engineering Consultants will be evaluated on the basis of the following criteria:

- The person/firm must have adequate experience and qualified staff to perform the work required, including familiarity with all aspects of pool construction;
- The person/firm must have the ability to meet the time schedule established for the work;
- Level of knowledge around the variety of options for swimming pool configurations and amenities for communities of similar size and composition as the City of Evansville;
- The person/firm must keep current all required insurance coverage sufficient to cover the projected liability of the assigned project. As part of the contract, the person/firm will be required to provide evidence of coverage of professional liability insurance and evidence that it will indemnify and hold harmless the City from any and all claims and/or liability

which may arise as a result of the person/firm's negligence, errors and/or omissions.

- Demonstrated experience and success with park planning and building design in historic or traditional park settings.
- Demonstration of examples of work that include carbon neutral or sustainable focused projects
-

G. Proposal Requirements

The following information should be included in the Respondent's submittal:

- Name of Respondent
- Respondent address
- Respondent telephone number
- Respondent federal tax identification number
- Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Respondent on behalf of the Respondent.
- Summary of qualifications, including:
 - Describe Respondent's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
 - Describe and provide examples of prior work with pool design, historic park design. Preference is for the types of projects similar in nature to the scope of work provided in this Request for Qualifications.
 - Respondent should list references from previous clients that may be contacted to verify quality of work and ability to meet timeline requirements of the project.
 - Identify staff members who would be assigned to act for Respondent's firm in key management and field positions providing the services described in the Scope of Services, and the functions to be performed by each.
 - Identify the hourly billed rates for each employ working for the engineering firm.
 - Background and Experience of Staff that will be assigned to this Project
 - Provide information about the Respondent's insurance coverage.
 - Qualified Signature - By signing the response, the Respondent certifies that the signatory is authorized to bind the Respondent.
- Responses should address the RFQ Scope of Work to include:
 - A brief statement of the Respondent's understanding of the scope of the work to be performed;
 - A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of Wisconsin;
 - A confirmation that the Respondent has not had a record of substandard work within the last five years;
 - A confirmation that the Respondent has not engaged in any unethical practices within the last five years;
 - A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including approval of all payments resulting from work completed under the Project contract;
 - Any other information that the Respondent feels appropriate.

DRAFT

Respondents are directed to submit their qualifications without reference to price. The respondent deemed most qualified will then be interviewed. After a firm is selected, the City will request that a price proposal be submitted.

H. Submission of Proposals

Interested firms shall submit qualifications by 4:00 pm on March ____, 2021. Responses may be hand delivered, mailed, delivered via courier service to the following address:

Jason Sergeant, Community Development Director
City of Evansville
31 S Madison Street
PO Box 529
Evansville, WI 53536

Proposals may also be submitted by email to jason.sergeant@ci.evansville.wi.gov

Proposals received after this deadline will not be considered. Any questions regarding this request should be directed to Jason Sergeant at 608-882-2266 or via e-mail at jason.sergeant@ci.evansville.wi.gov. The selected firm will be notified by telephone. Notification will not be sent to firms not selected. The selected firm will be notified by the City and will be expected to enter into an agreement with the City as soon as possible after such notification.

The City of Evansville accepts no responsibility for any expense related to preparation or delivery of proposals. **The City reserves the right to reject any and all proposals, select the firm most qualified for the referenced work, waive technical errors and informalities, negotiate terms of the final contract, and to accept the proposal, which, in its sole judgment, best serves the public interest.** The City of Evansville encourages small, female, minority and local firms or individuals to submit proposals on this project. The City of Evansville is an Equal Opportunity Employer and abides by all non-discrimination regulations.

FIRST-SECOND READING
CITY OF EVANSVILLE
ORDINANCE #2020-13

AN ORDINANCE AMENDING CHAPTER 130 OF THE ZONING CODE

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

Evansville Municipal Code, Chapter 130 shall be amended as follows:

Sec. 130-6. Definitions.

Accessory Dwelling Unit (ADU) Unit means an **attached or detached** subordinate structure, which is clearly incidental to, ~~and customarily found in connection with, the principle structure or use to which it is related,~~ and which is located on the same ~~lot parcel~~ as the principle structure. An ADU **is no more than 750 square feet in size and contains a dwelling unit, and at least a one car garage, is no more than 750 SF in size, contains** no more than one full bathroom, and **has a is connected with a** driveway **connected** to the street.

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Dwelling, two-family means a building containing two dwelling units that are either **detached**, vertically stacked one above the other or side-by-side, with a separate entrance to each unit and with yards on all sides of the dwelling. **Two Family Dwellings constructed after January 1, 2021 shall be serviced by individual utility connections and meters.**

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Sec 130-675. General Regulations.

(5) *Setback exceptions.* A setback less than the setback required by this chapter may be permitted:

a. **Where** there are at least five existing main buildings existing on June 1, 1978, within 500 feet of the proposed site that are built to less than the required setback. In such case, the setback shall be the average of the nearest main building on each side of the proposed site or, if there is no building on one side, the average of the setback for the main building on one side and the required setback. Such setback shall be granted by a permit from the city plan commission and shall not require a special exception or variance.

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b. **For bay windows, architectural features, roof overhangs, chimneys, window wells, or similar less than 24"**

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c. **For covered open porches areas** in the front yard at least 25 square feet, but not exceeding 75 square feet in size and not closer than 10 feet from front lot line or sidewalk.

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DIVISION 15. RESIDENTIAL DISTRICT ONE (R-1)

Sec. 130-981. Purpose and intent.

The purpose of the R-1 district is to provide a means of obtaining the residential goals and objectives of the ~~development~~ Smart Growth Comprehensive Planguide. The R-1 district is intended to provide sufficient space in appropriate locations for residential development to meet the housing needs of the community's present and expected future population, with due allowance for the need for a choice of sites. The intent of this district is to provide a ~~suitable-traditional open-neighborhood~~ character for single- and two-family detached dwellings at ~~low~~ densities which are served by public sewer and other basic community services.

(Code 1986, § 17.39(1))

Sec. 130-982. Uses permitted by right.

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

- (1) One single-family dwelling unit. One or more private garages for each residential lot. The total area of any attached garages shall not exceed the area of the foundation of the dwelling. The total area of any detached garages shall not exceed the area of the foundation of the dwelling. In addition, the total area of the private garage(s) shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.
- (2) Churches and all affiliated uses, all grade schools, libraries, water storage facilities and related structures.
- (3) Municipal buildings, except sewage plants, garbage incinerators, warehouses, garages, shops, and storage yards.
- (4) Public parks and playgrounds and recreational and community center buildings and grounds.
- (5) Accessory buildings clearly incidental to the residential use of the property; provided, however, that no accessory building may exceed ~~450~~ **200** square feet.
- (6) Uses customarily incidental to any of the uses listed in subsections (1)--(5) of this section; provided that no such use generates traffic or noise that would create a public or private nuisance.
- (7) Not over four boarders or lodgers not members of the family.
- (8) Greenhouses.
- (9) Home occupation, when meeting all of the criteria of section 130-531.
- (10) Community living arrangement (one to eight residents) (per section 130-377).
- (11) One two-family dwelling unit, subject to site plan approval, only on those lots denoted for such use on the face of a final subdivision plat or certified survey map which were approved by the common council after September 30, 2005. One or more private garages may be provided for each residential unit as

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provided for in this subsection. The total area of any attached garages for each residential unit shall not exceed the area of the foundation of the residential unit. The total area of any detached garages for each residential unit shall not exceed the area of the foundation of the residential unit. In addition, the total area of the private garage(s) for each residential unit shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.

(12) Accessory Dwelling Unit as defined in Section 130-6 that is also located within a city designated Historic Conservation Overlay District or locally landmarked/plaques parcel.

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

Sec. 130-983. Uses permitted as conditional use.

The following conditional uses shall be allowed in the R-1 district only after issuance of a conditional use permit as prescribed by article II, division 4 of this chapter:

- (1) Two-family dwelling units, and one or more private garages for each residential unit. The total area of any attached garages for each residential unit shall not exceed the area of the foundation of the residential unit. The total area of any detached garages for each residential shall not exceed the area of the foundation of the residential unit. In addition, the total area of the private garage(s) for each residential unit shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.
- (2) Home occupation, which does meet all of the criteria of section 130-531.
- (3) Public buildings such as colleges and universities, including private music, dancing, business, and vocational schools, but not to include sewage plants, garbage incinerators, warehouses, garages, or storage areas.
- (4) Institutions of a charitable or philanthropic nature; and libraries, museums and community buildings, private clubs and fraternities, except those whose principal activity is a service customarily carried on as a business, and except also riding clubs.
- (5) Telephone, telegraph and electric transmission lines, buildings or structures.
- (6) Indoor institutional uses (per section 130-373) and indoor residential uses (per section 130-376).
- (7) Day care centers and nursery schools (less than 9 children).
- (8) Funeral homes, undertaking establishments and cemetery memorial retail businesses.
- (9) Bed and breakfast establishments, subject to the following restrictions:

- a. *Off-street parking.* At least one space shall be provided by the operator for every one to two rooms being rented and two spaces for every three and four rooms being rented.
 - b. *Signs.* A sign no larger than four square feet in size will be allowed on the property, with the location and design of the sign to be subject to the approval of the police chief and historic preservation commission, respectively.
- (10) Community living arrangement (nine to 15 residents) (per section 130-378).
- (11) Railroad line (per section 130-485).
- (12) Single-family dwelling units with an above-grade floor area of at least ~~900~~ 800 and less than 1, ~~200~~ 000 square feet.

(Code 1986, § 17.39(3); Ord. No. 2002-4, § 13, 4-9-2002; Ord. No. 2003-7, § 8, 10-14-2003, Ord. 2005-23, Ord. 2005-28, Ord. 2005-44, Ord. 2007-21)

Sec. 130-984. Requirements for all uses.

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

- (1) Maximum building height: 35 feet.
- (2) Setbacks and Building Separation
 - a. Minimum front yard setback: 25 feet.
 - b. Maximum front yard and street side yard setback: 30 feet.
 - c. ~~(3)~~ Minimum rear yard setback: ~~15~~ 20 feet.
 - d. ~~(4)~~ Minimum side yard setback: Eight feet, total of 20 feet on both sides.
 - e. Minimum side yard setback: Eight feet on both sides when any two of the following standards are met:
 - 1. Linear garage frontage does not exceed 40% of the building's front elevation.
 - 2. Building is a two-story structure
 - 3. Front Porch at least 25 square feet in size
 - 4. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.
 - 5. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.
 - f. Occupied dwelling units shall maintain 10 feet of building separation, unless fireproofed
 - g. Driveway side and rear yard setbacks: 3 feet

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~~(5) Maximum front yard and street side yard setback: 35 feet.~~

~~(6)(3)~~ Detached **ADU** garage and accessory building side yard and street side yard setback:

- a. Three feet for side yards, five (5) feet for ADUs only.
- b. 20 feet for street side yards.
- ~~b.c.~~ Five (5) feet for rear yards.

~~(74)~~ Minimum lot width at front setback line: 70 feet for lots platted after December 31, 2000; 60 feet for lots platted before January 1, 2001.

~~(85)~~ Minimum lot frontage on public road: 50 feet.

~~(96)~~ Minimum lot area for single-family dwelling: 8,000 square feet for lots platted after December 31, 2000; 6,000 square feet for lots platted before January 1, 2001.

~~(107)~~ Minimum lot area for two-family dwelling: 10,000 square feet for lots platted after December 31, 2000; 8,000 square feet for lots platted before January 1, 2001.

~~(118)~~ Minimum above-grade floor area for single-family dwelling: ~~1,200-000~~ square feet.

~~(129)~~ Minimum floor area for two-family dwelling: 700 square feet per unit.

~~(1310)~~ Minimum street side yard setback: 20 feet.

~~(1411)~~ Height of detached garages and accessory buildings: Shall not exceed the height of the principal structure.

(12) Buildings and Structures Lot Coverage Standards

a. Maximum lot coverage by impervious surfaces shall be forty percent (45%) of lot area.

b. Maximum front yard coverage by impervious surfaces shall be thirty five percent (45%) of lot area, provided maximum lot coverages are not exceeded.

c. Maximum linear garage coverage, as measured across the street facing façade, on a building's front elevation shall be fifty five percent (55%)

d. Front facing façade of garage recessed from, or no more than four (4) feet offset from primary façade at ground level.

e. Maximum Driveway Width at sidewalk of twenty (20) feet, ~~25-30 feet at front setback line, 35 feet at front setback line when shared with adjacent parcel by access easement~~

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

Sec. 130-985. Uses permitted that meet special regulations.

The following special uses shall be allowed in the R-1 district subject to special regulations:

- (1) Chicken Keeping, which meets the special use regulations outlined in Section 130-541.

Secs. 130-985--130-1000. RESERVED

DIVISION 16. RESIDENTIAL DISTRICT TWO (R-2)

Sec. 130-1001. Purpose and intent.

The purpose of the R-2 district is to provide a means of obtaining the residential goals and objectives of the [development Smart Growth Comprehensive Plan](#) guide. The R-2 district is intended to provide areas which are to be occupied substantially by single-family and two-family dwellings ~~and attached dwellings~~.

(Code 1986, § 17.40(1), Ord. 2005-50)

Sec. 130-1002. Uses permitted by right.

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

- (1) Single-family dwellings.
- (2) Two-family dwellings (per section 130-324).
- (3) Two-family twin dwellings (per section 130-323).
- (4) Churches and all affiliated uses, all grade schools, libraries and hospitals, water storage facilities and related structures.
- (5) Municipal buildings, except sewage plants, garbage incinerators, warehouses, garages, shops, and storage yards.
- (6) Public parks, playgrounds, and recreational and community center buildings and grounds.
- (7) One or more private garages and one accessory building clearly incidental to the residential use of the property; provided, however, that no accessory building may exceed 150 square feet. The total area of any attached garages shall not exceed the area of the foundation of the dwelling. The total area of any detached garages shall not exceed the area of the foundation of the dwelling. In addition, the total area of the private garage(s) shall not exceed 13 percent of the total area of the lot, if the area of the lot is less than 10,000 square feet, and shall not exceed 11 percent of the total area of the lot, if the area of the lot is 10,000 square feet or more.

- (8) Uses customarily incidental to any of the uses listed in subsections (1)--(5) of this section; provided that no such use generates traffic or noise that would create a public or private nuisance.
- (9) Not over four boarders or lodgers not members of the family.
- (10) Home occupation, when meeting all of the criteria of section 130-531.
- (11) Community living arrangement (one to eight residents) (per section 130-377).
- (12) Community living arrangement (nine to 15 residents) (per section 130-378).

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

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

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

- (1) Home occupation, which does not meet all of the criteria of section 130-531.
- (2) Public buildings such as colleges and universities, including private music, dancing, business, and vocational schools, but not to include sewage plants, garbage incinerators, warehouses, garages or storage areas.
- (3) Institutions of a charitable or philanthropic nature, hospitals, clinics and sanitariums; and libraries, museums and community buildings, private clubs and fraternities, except those whose principal activity is a service customarily carried on as a business, and except also riding clubs.
- (4) Telephone, telegraph and electric transmission lines, buildings or structures.
- (5) Indoor institutional uses (per section 130-373) and indoor residential uses (per section 130-376).
- (6) Funeral homes, undertaking establishments and cemetery memorial retail businesses.
- (7) Three-family and four-family dwelling units.
- (8) Day care centers and nursery schools (less than nine children).
- (9) Railroad line (per section 130-485).
- (10) Single-family dwelling units with an above-grade floor area of at least 900 and less than 1,200 square feet.

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

Sec. 130-1004. Requirements for all uses.

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

- (1) Maximum building height: 35 feet.

- (2) [Setbacks and Building Separation](#)
- (3) [Minimum front yard setback: 25 feet.](#)
- (4) [Maximum front yard and street side yard setback: 30 feet.](#)
- (5) [Minimum rear yard setback: 20 feet.](#)
 - d. [Minimum side yard setback: Eight feet, total of 20 feet on both sides.](#)
 - ~~Minimum front setback: 25 feet.~~
 - ~~(3) Minimum rear yard setback: 15 feet.~~
- (4) Detached garage and accessory building side yard and street side yard setback:
 - a. Three feet for side yards.
 - b. 20 feet for street side yards.
 - a. [Five feet for rear yards.](#)
- (5) Minimum lot width at front setback line: ~~70-75~~ **90** feet for lots platted after December 31, 2000; 60 feet for lots platted before January 1, 2001. Two-family twin lots shall have a minimum of 35 feet per lot.
- (6) Minimum lot frontage on public road: ~~50-75~~ feet, except that two-family twin lots shall have a minimum of 25 feet per lot.
- (7) Minimum lot area:
 - a. Single-family: 8,000 square feet for lots platted after December 31, 2000; 6,000 square feet for lots platted before January 1, 2001.
 - b. Two-family: 10,000 square feet for lots platted after December 31, 2000; 8,000 square feet for lots platted before January 1, 2001.
 - c. Two-family twin: 5,000 square feet per lot.
 - d. Three-family: 12,000 square feet.
 - e. Four-family: 14,000 square feet.
- (8) Minimum side yard setback:
 - a. -Single-family, two-family, three-family, and four-family: Eight feet; total 20 feet on both sides.
 - b. -Two-family twin: Zero feet on the interior (common wall) lot line. Ten feet on exterior side lot lines.
 - c. [Two-family twin Alternate side yard setback: Eight feet on both sides when any two of the following standards are met:](#)
 - 1. [Linear garage frontage does not exceed 40% of the building's front elevation.](#)
 - 2. [Building is a two-story structure](#)
 - 3. [Front Porch at least 25 square feet in size](#)

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4. Street facing garage doors are recessed by at least four feet behind the façade of the ground floor of the principal building.

5. Driveway width does not exceed 15 feet in front setback area or is shared by access easement with adjacent lot.

f. Detached Occupied dwelling units shall maintain 10 feet of building separation, unless fireproofed

g. Driveway side and rear yard setbacks: 3 feet.

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

(10) Maximum front yard and street side yard setback: 35 feet.

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

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

(13) Minimum above-grade floor area for single-family dwelling: 1,200-000 square feet.

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(14) Buildings and Structures Lot Coverage Standards

a. Maximum lot coverage by impervious surfaces shall be ~~forty~~ fifty percent (40/50%) of lot area.

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b. Maximum front yard coverage by impervious surfaces shall be ~~thirty~~ five percent (35%) ~~fifty percent (50%)~~ of lot area, provided maximum lot coverages are not exceeded.

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c. Maximum linear garage coverage on a building's front elevation shall be fifty ~~five~~ percent (55%)

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d. Front facing façade of garage recessed from, or no more than four (4) feet offset from primary façade at ground level.

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e. Maximum Driveway Width at sidewalk of 20 feet, 25 feet at front setback line.

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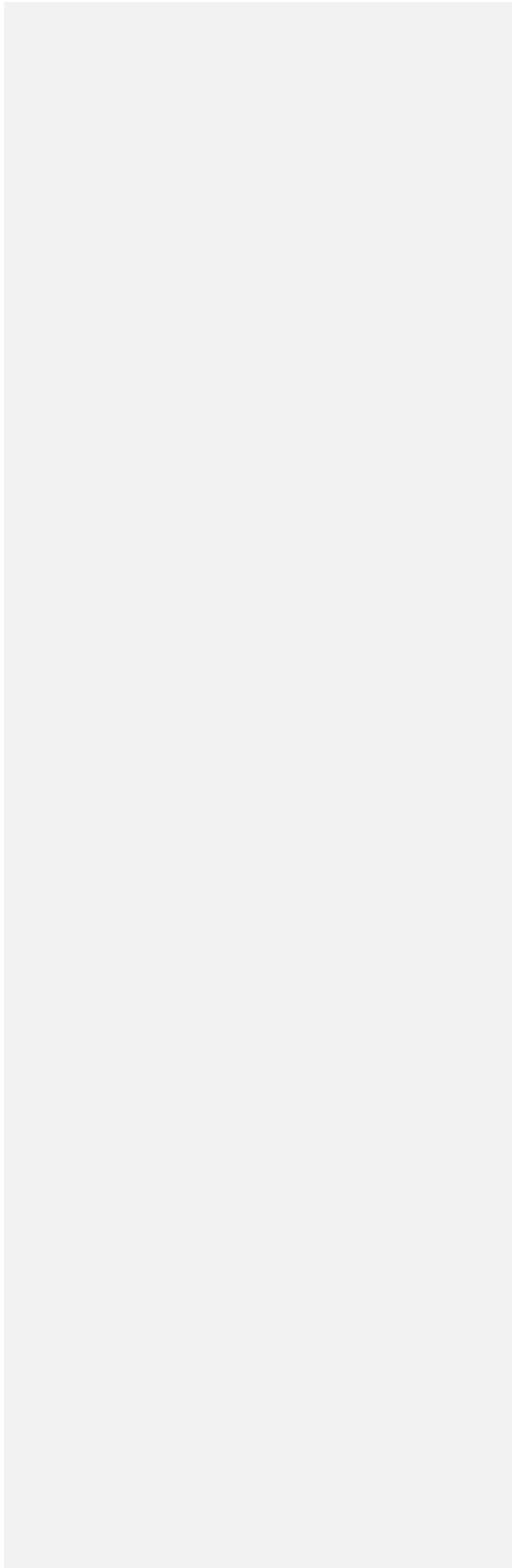
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(Code 1986, § 17.40(4); Ord. No. 2003-9, § 5, 9-9-2003; Ord. No. 2003-11, § 5, 10-14-2003, Ord. 2005-1, Ord. 2005-9, Ord. 2005-50, Ord. 2007-21, Ord. 2012-02, Ord. 2012-16)

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



CITY OF EVANSVILLE
Resolution 2021 -01

A Resolution Establishing Fees for use of Right-of-Way and use of Municipally Owned Property

WHEREAS, state statute 66.0414 requires a municipality to establish certain fees for the use of right-of-way and for the use of municipally owned property; and

WHEREAS the City, and the City controlled utility, have analyzed the appropriate fees to charge after considering the direct and actual cost of the activities engaged in by the municipality and the utility as they relate to the fees to be charged; and

WHEREAS, it is the intent of the City to be non-discriminatory in establishing fees;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Evansville as follows:

1. There shall be an annual fee in the amount of \$_____ per year for any entity to use the City's right-of-way. With respect to wireless providers, the fee is for the use of the right-of-way to collocate a small wireless facility or for the installation, modification or replacement of a utility pole in the right-of-way. Said fee is no more than the direct and actual cost of managing the right-of-way and shall not be higher on an annual basis than an amount equal to \$20 multiplied by the number of small wireless facilities in the right-of-way within the City's geographic jurisdiction. This fee shall increase by 2% a year beginning January 1, 2023.
2. There shall be a fee paid for each application for a permit to allow the collocation of small wireless facilities within and outside of Evansville's right-of-way. Said fee shall be \$500 for an application that includes five or fewer small wireless facilities or \$500 for the first five wireless facilities and \$100 for each additional facility where the application is for more than five small wireless facilities. Said fees do not recover more than the City's direct cost for processing an application. The fees set forth herein shall increase by 2% a year beginning January 1, 2023.

Or

2. There shall be a fee paid for each application for a permit to allow the collocation of small wireless facilities within and outside of Evansville's right-of-way. Said fee shall be \$100 for each wireless facility the entity is requesting a permit for. Said fees do not recover more than the City's direct cost for processing an application. The fees set forth herein shall increase by 2% a year beginning January 1, 2023.
3. There shall be a fee paid in the amount of \$1,000 for each application for the installation or replacement of a utility pole. Said fees do not recover more than the City's direct cost for processing an application. The fees set forth herein shall increase by 2% a year beginning January 1, 2023.
4. There shall be a fee paid to the owner of a governmental pole, as that term is defined by section 66.0414 of the Wisconsin Statutes and any amendment thereof, in the amount of \$250 per year per small wireless facility. This fee is established to recover no more than the actual, direct and reasonable costs related to the applicant's application for, use of, and use of space on, the pole. The fees set forth herein shall increase by 2% a year beginning January 1, 2023.

Passed and adopted this ____ day of _____, 2021.

William C. Hurtley, Mayor

ATTEST:

Darnisha Haley, City Clerk

Introduced: 0/00/2021
Adoption: 0/00/2021
Publication: 0/00/2021

LICENSE AGREEMENT
FOR WIRELESS ATTACHMENTS TO POLES
BETWEEN CITY OF EVANSVILLE
AND
UNITED STATES CELLULAR OPERATING COMPANY, LLC

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**LICENSE AGREEMENT
FOR WIRELESS ATTACHMENTS TO POLES
BETWEEN CITY OF EVANSVILLE
AND
UNITED STATES CELLULAR OPERATING COMPANY, LLC**

This LICENSE AGREEMENT (“**Agreement**”), effective as of the date of the last signature below (“**Effective Date**”), is made by and between the City of Evansville (“**City**”), a municipal corporation acting in its capacity as a Wisconsin public utility (“**Utility**”), and United States Cellular Operating Company, LLC (“**Licensee**”), with its principal offices located at 8410 W. Bryn Mawr Avenue, Chicago, IL 60631.

RECITALS

- A. Licensee desires to install, own, and/or operate Wireless Facilities on or supported by Utility’s Poles to be used to provide Wireless Service.
- B. Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Wireless Attachments on Poles, provided that Utility may refuse, on a non-discriminatory basis, to issue a Permit where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes, and/or any other Engineering Standards, in accordance with the terms and conditions in this Agreement.

AGREEMENT

UTILITY AND LICENSEE AGREE as follows:

ARTICLE 1: DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 **Affiliate**, when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership control with Licensee.
- 1.2 **Antenna** means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of Wireless Services.
- 1.3 **Antenna Area** means the area on a Pole where the Antenna is installed, which is a component of a Wireless Facility. For a Wireless Facility that utilizes the top of a Pole, the Antenna Area shall be the Pole Top Space.
- 1.4 **Communications Space**, consistent with 47 C.F.R. § 1.1402(r), means the lower usable space on a Utility Pole, which typically is reserved for low-voltage communications equipment and which may be accessed by a Qualified Communications Worker.
- 1.5 **Communication Worker Safety Zone** means that space on a Utility Pole measured from the location of the neutral or lowest supply conductor to a location 40 inches below, as described in the National Electrical Safety Code (“**NESC**”).

- 1.6 **Decorative Streetlight Pole** means a pole structure of a decorative nature owned by Utility that is not part of the electric distribution system, the primary function of which is to support equipment used to provide overnight streetlight service, overhead streetlight service, or all-night security light service. The term “Decorative Streetlight Pole” also includes pole structures of a non-decorative nature that support streetlights and are not embedded in the ground or have break-away bases.
- 1.7 **Emergency** means a condition that poses a clear and immediate danger to life or health or of a significant loss of property or that requires immediate repair or replacement in order to restore electric service to a customer.
- 1.8 **Engineering Standards** means all applicable engineering and safety standards governing the installation, maintenance, and operation of utility facilities and the performance of all work in or around electric utility facilities, including all Utility’s standards as reflected in this Agreement) or otherwise adopted by Utility and the most current versions of the Wisconsin State Electrical Code (Wis. Admin. Code Ch. PSC 114) (“**WSEC**”), the National Electrical Code (“**NEC**”), the NESC, the regulations of the Occupational Safety and Health Administration (including the rules regarding safety equipment), and the safety and engineering requirements of any state or federal agency with jurisdiction over utility facilities, each of which is incorporated by reference into this Agreement.
- 1.9 **Good Utility Practice** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practices, methods, and acts which, in the exercise of good judgment in light of the facts known at the time the decision was made, could have expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition.
- 1.10 **Laws** mean any federal, state, or local laws, rules, or regulations applicable to the activities contemplated under this Agreement.
- 1.11 **License Fee** means the annual per-Pole fee specified in Appendix A, which Licensee is required to pay to Utility for the right to attach its Wireless Facilities to a Pole.
- 1.12 **Make-Ready Survey or Survey** means the field work and analysis necessary to determine whether Licensee’s proposed use of a Utility Pole or Streetlight Pole is feasible based on capacity, safety, reliability, generally applicable engineering purposes, Good Utility Practice, and the Engineering Standards and to confirm or determine the nature of modifications, capacity expansion (i.e., taller or stronger Pole), and Make-Ready Work, if any, necessary to accommodate Licensee’s proposed use of the Pole.
- 1.13 **Make-Ready Work** means all work, as reasonably determined by Utility, required to accommodate Licensee's Wireless Facilities on a Utility Pole or Streetlight Pole and/or to comply with all Engineering Standards and Good Utility Practice. Such work may include, but is not limited to, rearrangement and/or transfer of Utility’s facilities or existing attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole strengthening, and related construction (such as pole replacement).

- 1.14 **Micro Wireless Facility** means a Wireless Facility that does not exceed 24 inches in length, 15 inches in width, and 12 inches in height and that has no exterior Antenna longer than 11 inches and that is strung on cables between existing Utility Poles.
- 1.15 **Normal Business Hours** means Monday through Friday from [7:00 a.m. to 5:00 p.m.] CST (Central Standard Time).
- 1.16 **Pad-Mounted Equipment Cabinet** means a stand-alone, weatherproof, metal, or composite enclosure consisting of a utility metering section and a Wireless Equipment section, which must be purchased, installed, and owned by Licensee and approved by Utility. Licensee must submit to Utility for its review and approval the manufacturing specifications and information for the equipment cabinet.
- 1.17 **Permit** means written or electronic authorization issued by Utility for Licensee to install, modify, or remove a Wireless Attachment (other than a Micro Wireless Facility) in a particular location pursuant to the requirements of this Agreement.
- 1.18 **Permit Application** means a complete application for a Permit in the form provided by the City and submitted with all applicable documents by Licensee to Utility for the purpose of requesting a Permit to install, modify, or remove a Wireless Attachment (other than a Micro Wireless Facility).
- 1.19 **Pole** means a Utility Pole, Streetlight Pole, or Decorative Streetlight Pole. The term “Pole” does not include transmission poles or towers.
- 1.20 **Pole Top Space** means the top portion of a Pole that is designated for the installation of one or more (as determined by Utility) enclosed Antennas. The Pole Top Space shall begin 68 inches above the highest electrical supply conductor or device on the Pole and continue upwards to the top of the Pole. For Wireless Attachments that use the top of a Pole, the Pole Top Space shall be considered the Antenna Area. The Pole Top Space is located entirely within the Supply Space.
- 1.21 **Post-Construction Inspection** means the inspection by Utility or Licensee or some combination of both to verify that the Wireless Attachments have been made in accordance with Engineering Standards and the Permit.
- 1.22 **Qualified Communications Worker** means a worker meeting all current training and experience requirements of all applicable federal, state, and local work rules, including OSHA Standard 1910.268 (29 C.F.R. § 1910.268).
- 1.23 **Qualified Electrical Worker** means a worker meeting all training and experience requirements of all applicable federal, state, and local work rules, including OSHA Standard 1910.269 (29 C.F.R. § 1910.269).
- 1.24 **Reserved Capacity** means structural capacity or space on a Pole that Utility has identified and reserved for its own core electric utility service and lighting requirements, including space for any and all associated internal communications functions that are essential to the proper operations of such core electric utility service, pursuant to reasonable projected need.

- 1.25 **Streetlight Pole** means a pole structure of a non-decorative nature owned by Utility that is not part of the electric distribution system, the primary function of which is to support equipment used to provide overnight streetlight service, overhead streetlight service, or all-night security light service. The term “Streetlight Pole” only includes pole structures embedded in the ground and excludes pole structures with break-away bases.
- 1.26 **Supply Space** means that space on a Utility Pole where Utility has installed or may install energized electric conductors and related electric supply equipment and also includes attachments that extend above the Pole Top Space. All work performed within the Supply Space shall be performed by Qualified Electrical Workers.
- 1.27 **Unauthorized Wireless Attachment** means any Wireless Facility or Wireless Equipment installed by Licensee on a Pole or on a span of wire or cable between two Poles without a Permit to do so, if a Permit is required under this Agreement.
- 1.28 **Utility Pole** means a pole structure owned by Utility and used for the distribution of electricity that is capable of supporting Wireless Attachments, whether or not a streetlight arm is attached to the pole structure. The term “Utility Pole” does not include Streetlight Poles or Decorative Streetlight Poles.
- 1.29 **Wireless Attachment** means a Wireless Facility mounted onto or supported by a Pole, in whole or in part, or attached to a span of wire or cable running between two Poles.
- 1.30 **Wireless Equipment** means any FCC-authorized radio equipment components owned by Licensee and used for a Wireless Facility, including Antennas, remote radio heads, transmitters, transceivers, cables, wires, and related components of a Wireless Facility.
- 1.31 **Wireless Equipment Cabinet** means a weather-tight enclosure that houses Wireless Equipment and associated electronics.
- 1.32 **Wireless Facility** means one or more Antennas and associated Wireless Equipment installed at the same fixed location that enables Wireless Service between user equipment and a communications network, and includes all of the following: (a) pole-mounted and ground-mounted equipment associated with Wireless Service; (b) radio transceivers, Antennas, or coaxial, metallic, or fiber-optic cable located on, in, under, or otherwise adjacent to a Pole; (c) regular and backup power supplies; (e) Wireless Equipment housed within an associated pole-mounted equipment cabinet or Pad-Mounted Equipment Cabinet. “Wireless Facility” shall include a Micro Wireless Facility but shall not include any microwave dishes, wireline back haul facilities, or other wires or cables used to connect to other wireless or wired communications facilities or equipment not at the same fixed location.
- 1.33 **Wireless Service** means the provision of authorized voice, video, or data services over a Wireless Facility.

ARTICLE 2: SCOPE OF AGREEMENT

- 2.1 Grant of License. Subject to the provisions of this Agreement and to Licensee’s application for and receipt of a Permit, Utility hereby grants Licensee a revocable, nonexclusive license

authorizing Licensee to install and maintain Wireless Attachments to Utility's Poles. This grant of authority applies solely to facilities and equipment that Licensee owns.

- 2.2 Parties Bound by Agreement. Licensee and Utility agree to be bound by all provisions of this Agreement and of the Permits issued pursuant to this Agreement.
- 2.3 Permit Issuance Conditions. Utility will issue a Permit to Licensee only when Utility determines, in its sole judgment, reasonably exercised, that (i) it has sufficient capacity to accommodate the requested Wireless Attachments, (ii) Licensee meets all requirements set forth in this Agreement, and (iii) the affected Poles can safely accommodate the proposed Wireless Attachments consistent with all applicable Engineering Standards and Good Utility Practice.
- 2.4 Reservation of Rights. Utility reserves the right to terminate any Permit it issues as necessary to ensure the safe and reliable operation and maintenance of Utility's electric system. In the event that Utility, in its reasonable discretion, believes that it must terminate any Permit in order to ensure safe and reliable operation and maintenance of Utility's electrical system, the termination provisions of Article 16 shall apply.
- 2.5 Licensee's Right to Attach.
- 2.5.1 Nothing in this Agreement, other than the issuance of a Permit, shall be construed as granting Licensee any right to attach its Wireless Equipment to any specific Pole or to compel Utility to grant Licensee the right to attach to any specific Pole.
- 2.5.2 Nothing in this Agreement shall be construed to grant any Affiliate of Licensee the right to attach to any Poles without entering into a license agreement with Utility and receiving a Permit pursuant to such agreement.
- 2.5.3 No use by Licensee of Utility's Poles shall create or vest in Licensee any ownership or property rights in those Poles. Notwithstanding anything in this Agreement to the contrary, Licensee is and shall remain a mere licensee.
- 2.6 Necessity of Authorizations. Licensee shall secure all necessary certifications, permits (including for right-of-way use), and franchises from federal, state, and local authorities prior to placing any Wireless Attachments on a Pole.
- 2.7 Necessity of Easements on Private Property. Licensee shall secure all necessary easements or other permissions from the property owner prior to placing any Wireless Attachments on a Pole located on private property.
- 2.8 Reserved Capacity. Access to space on Poles will be made available to Licensee with the understanding that such access is to Utility's Reserved Capacity. On giving Licensee at least 60 days' prior notice ("**Reclamation Notice**"), Utility may reclaim such Reserved Capacity any time within the five-year period following the installation of Licensee's Wireless Facility. In the Reclamation Notice, Utility shall give Licensee the option to remove its Wireless Facility from the affected Pole or to pay for the cost of any Make-Ready Work for which Utility would otherwise be responsible in order to expand the capacity of the affected Pole so that Licensee can maintain its Wireless Attachment on the affected Pole.

- 2.9 Expansion of Capacity. Utility will expand pole capacity for Utility Poles, at Licensee's expense, when necessary to accommodate Licensee's Wireless Attachment approved pursuant to the issuance of a Permit, and when consistent with local governmental land use requirements of general applicability and all applicable Laws and Engineering Standards. Notwithstanding the foregoing sentence, Utility is under no obligation to install, retain, extend, or maintain any Pole for the benefit of Licensee when such Pole or system of Poles is not needed for Utility's core electric or customer service requirements.
- 2.10 Permitted Uses. The license granted to Licensee is limited to the uses specifically stated in this Agreement, and no other use by Licensee shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use any Poles after the termination of this Agreement.
- 2.11 Effect of Failure to Exercise Access Rights. If Licensee does not exercise any access right granted pursuant to a Permit within three months of the issuance of the Permit or completion of the Make-Ready Work, if any (or such longer time period as agreed between the parties), the Permit shall be null and void and Utility may use the space scheduled for Licensee's Wireless Attachment. Utility shall grant an extension where Licensee demonstrates that events beyond its control prevented Licensee from exercising any such access right. In such instances, Utility shall endeavor to make other space available to Licensee, upon written request, as soon as reasonably possible.
- 2.12 Agreements with Third Parties. Nothing contained in this Agreement shall be construed as affecting any rights or privileges conferred by Utility, by contract or otherwise, to others not a party to this Agreement to use any facilities or Poles covered by this Agreement. Utility shall have the right to continue to extend such rights and privileges. The privileges granted to Licensee shall at all times be subject to any such contracts and arrangements, including extensions thereof.

ARTICLE 3: FEES

- 3.1 Permit Application Fee. Licensee shall pay to Utility the applicable Permit Application Fee specified in **Appendix A** at the time a Permit Application is submitted. The Permit Application Fee shall increase by 2% over the then-existing amount on each anniversary of the Effective Date.
- 3.2 License Fee. Licensee shall pay to Utility the applicable License Fee specified in **Appendix A** on the schedule set out in Section 3.4. The License Fee shall increase by 2% over the then-existing amount on each anniversary of the Effective Date.
- 3.3 Other Fees. The Unauthorized Wireless Attachment Fee and the Failure to Transfer Fee are set out in **Appendix A** and shall be charged in accordance with Articles 22 and 18, respectively.
- 3.4 Billing Cycle. The total annual License Fee shall be determined based upon the number of Poles for which Permits have been issued under this Agreement, the License Fee and which is effective on the date the permit is approved and payable within 90 days. The annual License Fee shall be due and payable, in advance, on or before the anniversary of the permit approval date.

- 3.5 Physical Inventory to Verify Pole Count for Billing Purposes. Utility shall have the right to conduct a physical inventory of Licensee's Wireless Attachments on Utility's Poles upon 90 days' advance written notice. In such event, Utility employees or contractors selected by Utility shall conduct such physical inventory. Licensee shall notify Utility if Licensee chooses to have a representative present during the inventory process. A physical inventory shall be taken no more frequently than once every year; provided, however, that Utility may request and require a physical inventory to be taken more frequently in the event of a default by Licensee in the performance of its obligations hereunder. The cost of such physical inventory shall be shared equally among all users of the Poles, unless such inventory discloses Unauthorized Wireless Attachments, in which case Licensee shall pay the entire cost of the inventory for any Pole(s) determined to have Unauthorized Wireless Attachments.
- 3.6 Payment of Electric Service. Electric service for each Wireless Facility will be billed in accordance with the applicable Utility rate for electric service.

ARTICLE 4: PAYMENT OF COSTS

- 4.1 Work Performed by Utility. Licensee shall be responsible to pay for the cost of services provided by Utility in support of the design, installation, and maintenance of Licensee's Wireless Facilities, including Utility's costs for Make-Ready Surveys (including pole-loading analyses), Make-Ready Work, and Post-Construction Inspection.
- 4.2 Determination of Charges. Unless otherwise provided in this Agreement, wherever this Agreement requires Licensee to pay for work done or contracted for by Utility, the charge for such work shall include all material, labor, engineering, and administrative costs as applicable. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting system used for recording capital and expense activities. Upon Licensee's request, Utility shall provide Licensee with documentation of charges and costs to be paid by Licensee.
- 4.3 Payment of Invoices. All invoices submitted to Licensee pursuant to this Agreement must be paid within 30 days.
- 4.4 Late Fee. Late fees of 1% per month will be applied to all balances due under this Agreement that are not paid within 30 days of the due date. Failure to pay such fees by the specified payment date shall constitute a default under this Agreement.
- 4.5 Advance Payment.
- 4.5.1 At the discretion of Utility, Licensee shall pay in advance all reasonable costs, including, but not limited to, administrative, construction, inspection, and Make-Ready Work expenses, in connection with Licensee's Wireless Attachments.
- 4.5.2 Wherever Utility requires advance payment of estimated expenses prior to the undertaking of an activity under this Agreement and the actual cost of such activity exceeds the estimated cost, Licensee agrees to pay Utility for the difference in cost if that amount exceeds the amount stated in the latest version of Wis. Admin. Code § PSC

113.1009. To the extent that the actual cost of the activity is less than the estimated cost, Utility agrees to refund to Licensee the difference in cost if that amount exceeds the amount stated in § PSC 113.1009.

ARTICLE 5: PERMIT APPLICATION REQUIREMENTS

5.1 Permit Required.

- 5.1.1 Licensee shall not install, modify, or remove any Wireless Attachments (other than Micro Wireless Facilities) without first applying for and obtaining a Permit. A Permit is not required for routine maintenance, but notice may be required as set out in Section 8.1. For the sake of clarity, a like-for-like replacement of a Wireless Facility or any Wireless Equipment is a modification requiring a Permit under this Agreement. A Permit is not required for the removal of Wireless Equipment under Section 16.2.
- 5.1.2 Attachments to structures other than Poles within or outside of public right-of-way owned and controlled by the City are not covered by this Agreement. With respect to such structures, Licensee must negotiate a separate attachment agreement with the City.

5.2 Micro Wireless Facilities.

- 5.2.1 Notwithstanding Section 5.1.1, Licensee shall not install or remove a Micro Wireless Facility without first giving Utility at least 15 days' advance notice. Such notice shall describe the proposed work, state the location of the work, and provide a work schedule.
- 5.2.2 If, after installation of the Micro Wireless Facility, Utility determines that a Make-Ready Survey is necessary to determine whether the facility may cause the Utility Poles supporting the facility to fall out of compliance with Engineering Standards, Utility may conduct a Make-Ready Survey at Licensee's expense. If, as a result of the Survey, Utility must modify the affected Poles to bring them into compliance, Licensee shall be responsible for the cost of such modifications.

5.3 Licensee's Certification. If Licensee believes that its Wireless Facility may be installed without the need to conduct a Make-Ready Survey, Licensee must certify in its Permit Application that Licensee's Wireless Facility can be installed on the identified Poles in compliance with all applicable Engineering Standards. Such certification must be made by a Wisconsin-licensed professional engineer.

5.4 Review of Permit Application.

5.4.1 *Complete Application.* Utility shall review Licensee's Permit Application for completeness before reviewing the application on its merits.

5.4.1.1 A complete Permit Application is an application that provides Utility with all the information listed on the Permit Application form and all information necessary under this Agreement for Utility to begin to Survey the affected Poles.

5.4.1.2 If Licensee submits an incomplete Permit Application, Utility shall, within 10 business days, inform Licensee of that fact and provide a list of information that still needs to be provided. If the resubmitted Permit Application is still incomplete, Utility shall, within five business days, inform Licensee of that fact and provide a list of information that still needs to be provided.

5.4.2 *Issuance of Permit.*

5.4.2.1 Upon receipt of a complete Permit Application, Utility will review the Permit Application within 60 days (or within 90 days if Licensee requests access to multiple Poles or involves new or replacement poles) and either grant or deny the Permit.

5.4.2.2 During such 60-day (or 90-day) period, Utility will discuss any issues with Licensee, including any unusual engineering and Make-Ready Work requirements associated with the Permit Application. Utility's acceptance of Licensee's submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis.

5.4.2.3 If Utility denies the Permit, it shall do so in writing and provide an explanation of the reasons the Permit was denied.

5.4.2.4 For the sake of clarity, the make-ready process described in Sections 5.5, 5.6, and 5.7 applies only to Utility Poles and Streetlight Poles. Decorative Streetlight Poles are governed by Article 19.

5.5 Make-Ready Survey.

5.5.1 *Survey.* During the Permit Application review period, Utility may perform the Make-Ready Survey, using its own personnel or a contractor, and charge Licensee for the cost of the Survey. Alternately, Utility may require Licensee to conduct and submit to Utility a Make-Ready Survey at Licensee's expense.

5.5.2 *Notice of Field Inspection.* The party performing the Make-Ready Survey will use commercially reasonable efforts to provide the other party and any affected third-party attachers with three business days' notice of any field inspection that is part of the Make-Ready Survey and will allow the other party and any affected third-party attachers to be present for the field inspection.

5.5.3 *Other Attachers.* If the participation of an existing third-party attacher is required for a Make-Ready Survey, Licensee shall coordinate and be responsible for obtaining the third-party attacher's participation.

5.6 Cost Estimate and Payment of Make-Ready Work.

5.6.1 *Cost Estimate and Advance Payment.* Licensee will be responsible for payment to Utility for all Make-Ready Work required to accommodate Licensee's Wireless Attachments on a Utility Pole or a Streetlight Pole pursuant to Section 4.5. Utility shall provide an

estimate of charges to perform all necessary Make-Ready Work within 14 days of approving a Permit Application, and Licensee shall pay all such charges before Utility commences the Make-Ready Work.

5.6.2 *Replacement of Utility Poles and Streetlight Poles.* In the event replacement of a Utility Pole or a Streetlight Pole is required to accommodate the installation of Licensee's Wireless Facility, Licensee shall pay all costs related to such pole replacement including, but not limited to, the cost of the new pole, transfer of all existing facilities of Utility and any third-party attachers, and removal and disposal of the old pole. Payment of pole replacement costs does not grant Licensee any ownership interest in the new pole. Licensee shall not be entitled to reimbursement from Utility of any amounts paid to Utility for pole replacements or for rearrangement of attachments on Utility Poles or Streetlight Poles by reason of the use by Utility or other third-party attachers of any additional space resulting from such replacement or rearrangement.

5.7 Performance of Make-Ready Work.

5.7.1 *Performance of Make-Ready Work.* Make-Ready Work shall be performed only by Utility and/or a contractor authorized by Utility to perform such work. If Utility cannot perform the Make-Ready Work to accommodate Licensee's Facilities within time period specified in the work schedule provided pursuant to Section 5.7.2, Licensee may seek permission from Utility for Licensee to perform such work itself or employ a qualified contractor to perform the work. Any person, company, or contractor who performs Make-Ready Work must be preapproved by Utility.

5.7.2 *Work Schedule.* Utility agrees to submit an estimated schedule for the completion of Make-Ready Work within 15 days of Utility's receipt of Licensee's advance payment for the Make-Ready Work. Licensee acknowledges that actual completion of the Make-Ready Work will depend on timely completion of all required Make-Ready Work by Licensee and other third-party attachers that must be completed prior to Utility's performance of its Make-Ready Work. Timely completion of Make-Ready Work may also depend on whether the work is subject to Wisconsin's public bidding law requirements.

5.7.3 *Priority Scheduling of Make-Ready Work.* In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's Normal Business Hours and Utility agrees to so perform the work, Licensee agrees to pay any resulting increased costs. Nothing herein shall be construed to require performance of Licensee's work before other scheduled work or Utility's own service restoration.

5.7.4 *Notice to Third-Party Attachers.* If the Make-Ready Work necessary to accommodate Licensee's Wireless Attachments involves third-party attachers, Utility shall provide notice to such attachers (with a copy to Licensee, along with the attacher's contact information) upon Utility's receipt of Licensee's advance payment for Make-Ready Work under Section 5.6.1. The notice shall contain the following information: (i) the identity of the Poles requiring Make-Ready Work; (ii) a description of the Make-Ready Work to

be performed; (iii) the date such work is scheduled to be completed; and (iv) the date by which the third-party attacher must complete its share of the Make-Ready Work.

ARTICLE 6: INSTALLATION OF LICENSEE'S WIRELESS FACILITIES

- 6.1 Installation. Upon completion of all required Make-Ready Work and after Licensee has obtained all required federal, state, and local permits and approvals, and any necessary easements or other permissions under Section 2.7, Licensee may proceed to install the approved Wireless Facility with its own employees or contractors, provided that there is a Journeyman Lineman present at all times during installation. Once installation commences, such work shall be performed continuously until completion, unless Utility otherwise agrees.
- 6.1.1 All of Licensee's installation, removal, and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles or equipment or any other third-party attacher's equipment attached thereto.
- 6.1.2 All of Licensee's installation, removal, and maintenance work performed on Poles or in the vicinity of other Utility facilities, either by its employees or contractors, shall be in compliance with all applicable Laws, Engineering Standards, and Good Utility Practice. Licensee shall ensure that any person installing, maintaining, or removing its Wireless Facilities is fully qualified and familiar with all Engineering Standards, including the provisions of Articles 11, 12, and 13.
- 6.1.3 As the electric service provider, Utility will be responsible for the installation, removal, connection, and disconnection of all electric service connections required to operate Licensee's Wireless Facility.
- 6.1.4 Any strengthening of Poles through the use of guying to accommodate Licensee's Wireless Attachments shall be provided by Licensee at Licensee's expense and to the satisfaction of Utility.
- 6.2 Inspections. Utility shall have the right to conduct Post-Construction Inspections of Licensee's Wireless Facilities at Licensee's expense.
- 6.3 Radio Frequency Hazard Area. Licensee agrees to provide site-specific radio frequency (RF) emission data and required worker clearances from operational Wireless Facilities.
- 6.4 Ground-Mounted Enclosures. Licensee shall not place new pedestals, vaults, or other ground-mounted enclosures within [10] feet of any Pole or other Utility facility without Utility's prior written permission. Licensee shall specifically identify this request in its Permit Application. If permission is granted by Utility, all such installations shall be in compliance with the Engineering Standards.
- 6.5 Posting of Contact Number. Licensee shall post a notice at each pole site at which it maintains a Wireless Facility. Such notice shall provide Licensee's name and a 24-hour contact number, and shall be updated by Licensee whenever its name or contact number changes.

ARTICLE 7: WORK IN AND ACCESS TO THE SUPPLY SPACE

- 7.1 Scheduled Work in the Supply Space. Licensee shall submit to Utility the name of any contractor proposed to perform work on Licensee's behalf within the Supply Space, together with a summary of the work to be completed and proposed work schedule, at least 10 business days prior to commencement of any installation, maintenance, modification, or removal of Licensee's Wireless Facilities. Contractor must have a Journeyman Lineman present at all times for any work within Supply Space.
- 7.2 Qualified Workers. Licensee warrants that all of Licensee's employees, agents, and contractors that work within the Supply Space are Qualified Electrical Workers and that those who work within the Communications Space are Qualified Communications Workers and further acknowledges that a Journeyman Lineman must be present for all installation, maintenance, modification or removal work.
- 7.3 Emergency Access. In the event that Licensee requires Emergency access to its Wireless Equipment located in the Supply Space, Licensee shall call Utility's emergency number to request such access (see Contact Sheet attached as Appendix B).

The caller should provide the following:

- Name of company making report;
- Location of the problem;
- Name of contact person reporting problem;
- Telephone number to call back for a progress report;
- Description of the problem in as much detail as possible;
- Time and date the problem occurred or began;
- Proposed corrective actions; and
- If appropriate, a statement that “**This is an emergency**” and that a problem presents a hazardous situation to the physical plant of Utility, Licensee, or others, as the case may be.

ARTICLE 8: MAINTENANCE OF LICENSEE'S WIRELESS FACILITIES

- 8.1 Maintenance and Notice. Licensee shall be responsible for the maintenance of its Wireless Facilities at its sole cost and expense. When maintenance requires work in the Supply Space, Licensee shall comply with the provisions of Article 7. When maintenance does not require work in the Supply Space, no advance notice to Utility is required.
- 8.2 Maintenance to Be Performed During Normal Business Hours. Unless Utility otherwise agrees, Licensee will perform routine maintenance and installation of Wireless Equipment in the Supply Space only during Utility's Normal Business Hours.
- 8.3 Emergency Maintenance; Authorization Required. Utility agrees to not unreasonably delay, restrict, or deny Licensee access to its Wireless Equipment located in the Supply Space for Emergency maintenance. Notwithstanding the above, Licensee shall not access the Supply

Space to perform Emergency maintenance without first obtaining Utility's authorization pursuant to Section 7.3 (see Contact Sheet attached as **Appendix B**), which authorization shall not be unreasonably withheld, conditioned, or delayed.

- 8.4 **Removal of Abandoned Facilities.** At its sole expense, Licensee shall remove any of its Wireless Equipment that has not operated for a continuous period of 12 months, which shall at that point be deemed abandoned. Licensee shall remove such equipment within 180 days of its abandonment, unless Licensee receives written notice from Utility that removal of the abandoned equipment is necessary to accommodate Utility's or a third-party attacher's use of the affected Poles, in which case Licensee shall remove such abandoned equipment within 60 days of receiving the notice, or within a shorter time period as necessary to accommodate Utility's or a third-party attacher's use. Licensee must obtain a Permit authorizing the removal of the abandoned equipment. If Licensee fails to remove its abandoned equipment within the requisite time period, Section 18.1.2 shall apply.
- 8.5 **Annual Reporting Requirements.** On each anniversary of the Effective Date, Licensee shall submit a report to Utility at Utility's notice address in Section 20.1 in the form attached as **Appendix C** containing the information listed below. Licensee's failure to timely provide the information within 45 days following issuance of written notice by Utility of the failure to timely comply shall be a material breach of this Agreement and also result in Utility suspending all work on Licensee's pending Permit Applications or on such applications as may be submitted after the suspension date. Within three business days of Utility receiving the updated report, Utility shall resume processing Licensee's Permit Applications in the order that they were initially received by Utility.
- 8.5.1 *List of New Wireless Attachments.* Licensee shall provide a list of specific Poles (by Utility Pole number, if available) on which Licensee has installed, during the previous 12-month reporting period, new Wireless Attachments, including any Wireless Equipment for which no Permit was required under this Agreement.
- 8.5.2 *List of Modifications to Wireless Attachments.* Licensee shall provide a list of all Wireless Equipment modified (including equipment replaced by substantially similar equipment) during the previous 12-month reporting period and identify the location of such equipment by Pole (by Utility Pole Number, if available).
- 8.5.3 *List of Nonfunctional Wireless Equipment.* Licensee shall provide a list of all Wireless Equipment that has become nonfunctional during the previous 12-month reporting period. The report shall identify the location of such equipment by identifying the specific Pole (by Utility Pole number, if available) on which the nonfunctional equipment is located and provide a description of the nonfunctional equipment.
- 8.5.4 *Removed Wireless Equipment.* Licensee shall provide a list of all Wireless Equipment removed (and not replaced by substantially similar equipment) from specific Poles (by Utility Pole number, if available) during the previous 12-month reporting period. The report shall identify the Pole from which the equipment was removed, a description of the removed equipment, and indicate the approximate date of removal.

- 8.5.5 *Updated Contact Information.* Licensee shall provide updated contact information if such information has changed from the previous year.
- 8.6 Priority Restoration of Utility Service. In the event of widespread interruptions of Utility's and Licensee's Wireless Facilities (e.g., a major storm or other event of force majeure) in connection with damage to Utility's Poles, Utility shall use Good Utility Practice to support restoration of the damaged Poles and Licensee's efforts to restore its Wireless Facilities, consistent with Utility's priority obligations to its core electric utility business. In the event of localized interruptions (e.g., motor vehicle accidents), Utility shall notify Licensee of the incident after taking any required actions to clear and restore the site. Licensee shall reimburse Utility for all support services provided by Utility to clear and/or assist in the restoration of Licensee's Wireless Facilities. Utility shall invoice Licensee for such costs and expenses. Licensee shall pay such invoice within 30 days of receipt.
- 8.7 Vegetation Management. Licensee shall be responsible for all tree trimming and other vegetation management necessary for the safe and reliable installation, use, and maintenance of its Wireless Attachments and to avoid stress on Poles caused by contact between tree limbs and Licensee's Attachments. If Licensee's personnel or tree trimming contractor fails to adhere to and comply with applicable Laws and Engineering Standards, Licensee will be required to remedy any and all out-of-compliance tree trimming or other vegetation management work. If Licensee fails to carry out the remedy within 30 days after receiving notice of such failure, then Utility may perform the work using its own personnel or a contractor. Licensee shall be responsible for paying Utility for 110% of the costs Utility incurs in taking action under this provision.

ARTICLE 9: SPECIFICATIONS

- 9.1 Specifications. Licensee shall install and maintain each Wireless Facility in accordance with all Engineering Standards Good Utility Practice, and any and all Laws. All fees, notices, permits, approvals, certifications, and licenses, and any necessary easements or other permissions under Section 2.7 required for the installation, maintenance, and operation of Licensee's Wireless Facilities shall be obtained and paid for by Licensee and shall be provided to Utility at no charge prior to the start of work and at any other time upon Utility's request.
- 9.2 Identification of Facilities/Tagging. Licensee shall identify by tagging its Wireless Facility attached to a Pole or on a span of wire or cable running between two Poles. Tag placement shall comply with all applicable Engineering Standards.
- 9.3 Protective Equipment. Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the voltage and current impressed on its Wireless Equipment in the event of contact with the electric supply conductor.
- 9.4 Violation of Specifications. If any one of Licensee's Wireless Facilities, or any part thereof, is installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within 30 days from receipt of written notice of the violation(s) from Utility, Utility may, at its own option, correct those conditions or proceed to terminate the Permit under Article

16. Utility will attempt to notify Licensee in writing prior to performing such work, whenever practicable. When Utility reasonably believes, however, that a violation poses an immediate threat to the safety of any person, interferes with the performance of Utility's service obligations, or poses an immediate threat to the physical integrity of Utility's electric facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for paying Utility for 110% of the costs Utility incurs in taking action under this provision.

ARTICLE 10: INTERFERENCE

- 10.1 No Interference with Utility. Licensee shall not use or operate its Wireless Equipment in a manner that will interfere with Utility's use of the Pole. For the purposes of this Article 10, the term “**interfere**” or “**interference**” includes, but is not limited to, blocking of access to the Pole, radio frequency interference, mechanical interference, or any interference with Utility's equipment. In the event any such interference occurs, Licensee shall use best efforts to (i) remedy such interference no later than 24 hours after telephone and/or email notice has been sent to Licensee's emergency contact person (see Contact Sheet attached as **Appendix B**) or (ii) cease operation of the Wireless Facility or Wireless Equipment causing the interference until such interference can be eliminated with Utility's support, if required. If Licensee fails to timely remedy the interference or power down the Wireless Equipment responsible for the interference, Utility reserves the right to cut off electricity to the Wireless Facility. If Licensee is unable to eliminate the interference within 14 business days of the telephone and/or email notice, Utility shall have the right to terminate the Permit related to the Wireless Facility causing such interference, and the termination provisions of Article 16 shall apply. If Licensee fails to timely remove its Wireless Facility, Section 18.1.2 shall apply.
- 10.2 Emergencies; Notice. In the event of an Emergency, Utility reserves the right to take any action it deems necessary with respect to any Wireless Facility in order to avert or remedy the Emergency. In such an Emergency, Utility shall give notice to Licensee's emergency contact as soon as reasonably possible.
- 10.3 No Interference with Third-Party Attachers. Licensee shall not use or operate its Wireless Facility in a manner that will cause interference with any other third-party attacher's use of the Pole, provided that such other third-party attacher's installation predates the installation of Licensee's Wireless Facility causing the interference. In the event any such interference occurs, Licensee will (i) remedy such interference within 72 hours after learning of such interference or (ii) cease operation of its Wireless Facility or Wireless Equipment causing the interference until such interference can be eliminated with Utility's support, if required. If Licensee is unable to eliminate such interference, Utility shall have the right to terminate the Permit for the Wireless Facility causing such interference, and the termination provisions of Article 16 shall apply. Licensee shall cease operation of such Wireless Facility immediately upon receipt of notice pursuant to Article 16. If Licensee fails to timely remove its Wireless Facility, Section 18.1.2 shall apply.
- 10.4 Cooperation for Access. If Utility, Licensee, or other authorized third-party attachers require access to the Pole and such access is restrained as a result of Utility's or Licensee's operational

equipment, Licensee and Utility shall work cooperatively to develop and support access requirements. Such work may require temporarily ceasing wireless operations to comply with such standards.

- 10.5 Maintenance on Utility's Pole Structures. Utility may, in its sole discretion reasonably exercised, de-energize any pole-mounted Wireless Equipment any time its personnel or contractors are doing maintenance work on such Poles. Utility shall endeavor to provide at least 24 hours' advance notice of planned maintenance work to Licensee's Network Operations Center by voice message or email (see Contact Sheet attached as Appendix B). Advance notice of the de-energization of Wireless Equipment need not be provided in Emergency situations.

ARTICLE 11: INSURANCE

- 11.1 Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:

- 11.1.1 *Workers' Compensation and Employers' Liability Insurance.* Statutory workers' compensation benefits and employers' liability insurance policy with a limit of \$1,000,000 each accident/disease.
- 11.1.2 *Commercial General Liability Insurance.* Commercial general liability policy with a limit of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including, but not limited to, premises, operations, products and completed operations, personal and advertising injury, blanket contractual coverage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage).
- 11.1.3 *Commercial Automobile Liability Insurance.* Commercial automobile liability policy in the amount of \$5,000,000 combined single limit each accident for bodily injury or property damage covering all owned, hired, and non-owned autos and vehicles.
- 11.1.4 *Excess/ Umbrella Liability Insurance.* Excess/umbrella liability policy with a limit of \$1,000,000 per occurrence and aggregate providing coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above.
- 11.1.5 *Property Insurance.* Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility's facilities to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance, or shall self-insure such exposures.
- 11.2 Qualification. The insurer must be authorized to do business under the laws of the State of Wisconsin and have an "A" or better rating in Best's Guide.

- 11.3 Contractors and Subcontractors. Licensee shall require all of its contractors and their subcontractors performing any work for Licensee under this Agreement to obtain and maintain substantially the same coverage with substantially the same limits as required of Licensee. Prior to any such contractor or its subcontractors performing any work for Licensee under this Agreement, Licensee shall furnish Utility with a Certificate of Insurance for each such contractor or subcontractor.
- 11.4 Certificate of Insurance; Other Requirements.
- 11.4.1 Upon the execution of this Agreement and within 15 days of each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance evidencing the coverage required by this Agreement. The certificates shall reference this Agreement and the waiver of subrogation required in Section 11.1.1.
- 11.4.2 Utility shall be included as an “**Additional Insured**” as its interest may appear under this Agreement under all of the policies required by Section 11.1, except worker's compensation and employer's liability, which shall be so indicated on the certificate of insurance.
- 11.4.3 All policies, other than worker's compensation, shall be written on an occurrence and not on a claims-made basis.
- 11.5 Limits. The limits of liability set out in this Article 11 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any relevant factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans or laws which would materially increase or decrease Utility's or Licensee's exposure to risk.
- 11.6 Accident or Incident Reports. Licensee shall promptly furnish Utility with copies of any accident or incident report(s) sent to Licensee's insurance carriers covering accidents or incidents occurring in connection with and/or as a result of the performance of the work under this Agreement.
- 11.7 No Limitations. Nothing contained in these insurance requirements is to be construed as limiting the extent of either party's responsibility for payment of damages resulting from either party's activities under this Agreement or limiting, diminishing, or waiving Licensee's obligation to indemnify, defend, and save harmless Utility as set forth in Article 12.
- 11.8 Primary Insurance. It is the intent of both parties that Licensee's policies of liability insurance in place in accordance with the provisions of this Article 11 shall be primary insurance but only with respect to Licensee's indemnification obligations hereunder.

ARTICLE 12: INDEMNIFICATION AND LIABILITY

- 12.1 Indemnification. Licensee, and its employees and agents (“**Indemnifying Parties**”) shall defend, indemnify, and hold harmless the City and its officials, employees, commissioners, board members and council members (“**Indemnified Parties**”) against any and all liability, costs,

damages, fines, taxes, penalties, , and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) (“**Covered Claims**”) that may be asserted by any person or entity and arise from any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, use, relocation, transfer, or removal by Licensee or by another Indemnifying Party, of Licensee's Wireless Facility or Wireless Equipment, except to the extent of Utility's negligence or willful misconduct gives rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

- 12.1.1 Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents as associated with Licensee’s use;
 - 12.1.2 Cost of work performed by Utility that was necessitated by Licensee's or another Indemnifying Party's failure to install, maintain, use, transfer, or remove Licensee's Wireless Equipment in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Utility to perform on Licensee’s behalf;
 - 12.1.3 Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee or other Indemnifying Party pursuant to this Agreement;
 - 12.1.4 Liabilities incurred as a result of Licensee's violation, or a violation by an Indemnifying Party of any law, rule, or regulation of the United States, any state, or any other governmental entity or administrative agency.
- 12.2 Procedure for Indemnification.
- 12.2.1 Utility shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Utility, Utility shall give the notice to Licensee no later than 15 days after Utility receives written notice of the action, suit, or proceeding.
 - 12.2.2 Utility's failure to give the required notice will not relieve Licensee from its obligation to indemnify Utility unless, and only to the extent that, Licensee is materially prejudiced by such failure.
 - 12.2.3 Licensee will have the right at any time, by notice to Utility, to participate in or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Utility. Utility agrees to cooperate fully with Licensee.
 - 12.2.4 If Licensee assumes the defense of a third-party claim as described above, then in no event will Utility admit any liability with respect to, or settle, compromise, or discharge, any third-party claim without Licensee's prior written consent.

ARTICLE 13: LIMITATION OF LIABILITY

- 13.1 Limited Liability. Regardless of any other provision of this Agreement, and with the exception of any third-party indemnity obligations, under no circumstances will either party be liable to the other, whether in contract, tort (including negligence and strict liability), warranty, or any other legal theory, for any incidental, indirect, special, or consequential damages whatsoever, such as, but not limited to, loss of profits or revenue, cost of capital or of substitute use or performance, interruptions to operations, or for claims for damages by or to the other party's customers. Furthermore, Utility will not be held liable for the accuracy or integrity of any data or message communicated over Licensee's Wireless Facilities.
- 13.2 Environmental Hazards. The City hereby represents that it has no actual knowledge that the Poles and property adjacent to the Poles contain any Hazardous Substances. Licensor also represents that it does not bring upon, use in, or release from the Poles any Hazardous Substances, nor does its license agreements with other licensees permit the use or storage of Hazardous Substances in, on or about the Poles. Licensee represents and warrants that its use of Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Poles or transport to Poles any Hazardous Substances, and that Licensee's Wireless Facilities will not constitute or contain and will not generate any Hazardous Substances in violation of state or federal law now or hereafter in effect, including any amendments. "**Hazardous Substance**" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Wireless Facility would not release such Hazardous Substances.
- 13.3 Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility or its insurer of the provisions of Wis. Stat. § 893.80, or any other applicable limits on municipal liability.

ARTICLE 14: PERFORMANCE BOND

- 14.1 Duty to Obtain Bond. Licensee shall obtain and maintain at its sole cost a corporate surety bond securing performance of its obligations and guaranteeing faithful adherence to the requirements of this Agreement. The bond shall be: (a) in an amount not less than \$10,000; (b) issued by a surety company licensed to do business in the State of Wisconsin; and (c) under terms and conditions acceptable to the City Attorney.
- 14.2 Time Period to Obtain Bond. Licensee shall obtain the bond prior to making any Wireless Attachments under this Agreement and no later than the 30th day after the Effective Date. Licensee shall renew the bond as necessary to keep it in full force throughout the term of this Agreement and for so long thereafter as Licensee maintains any Wireless Attachments on Utility's Poles.
- 14.3 Bond Does Not Limit Other Rights and Remedies. The rights reserved to Utility under the bond are in addition to all other rights. No action, proceeding, or exercise of a right regarding the

bond shall affect Utility's rights to demand full and faithful performance under this Agreement or limit Licensee's liability for damages.

ARTICLE 15: TERM

15.1 Term. This Agreement is effective as of the Effective Date and shall continue in effect for an initial term of five years. Thereafter, this Agreement shall automatically renew from year to year unless terminated by either party by giving written notice of its intention to do so not less than 90 days prior to the end of any term.

ARTICLE 16: TERMINATION

16.1 Utility's Right to Terminate. Utility shall have the right to terminate this Agreement and/or any Permit, if:

- 16.1.1 Licensee fails to comply with any provision of this Agreement or defaults in any of its obligations under this Agreement, and Licensee fails within 45 days after written notice from Utility to correct such noncompliance or default. In such event, Utility may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the Wireless Attachment(s) with respect to which such default or noncompliance shall have occurred. Excepting safety-code related defaults, if the default is of such a nature that it cannot be corrected within 45 days, Licensee's obligation is satisfied if Licensee, within 45 days, submits to Utility a reasonable written plan and work schedule to correct the default promptly and completes that plan on schedule and with reasonable diligence.
- 16.1.2 Licensee's Wireless Facilities are installed, operated, used, maintained, and/or modified in violation of any Law or in aid of any unlawful act or undertaking. Utility agrees not to terminate any Permit under this provision for a period of 45 days, provided that Licensee ceases operations at the site of the violation(s) and is making diligent efforts to correct the violation(s). Licensee shall provide Utility with prompt written notice of any such action under which operation or use of the Wireless Facility or Facilities is denied, revoked, canceled, or reinstated.
- 16.1.3 Any authorization that may be required by any federal, state, or local government or regulatory authority with respect to the installation, operation, use, maintenance, or modification of a Wireless Facility is denied, revoked, or canceled. Utility agrees not to terminate any Permit under this provision for a period of 180 days after receipt of notice of the denial, revocation, or cancellation, provided that Licensee ceases operations at the affected site and is making diligent efforts to obtain or reinstate such authorization(s). Licensee shall provide Utility with prompt written notice of any such action under which operation or use of the Wireless Facility is denied, revoked, canceled, or reinstated.
- 16.1.4 Utility, in its reasonable discretion, believes that termination of any Permit is necessary to ensure the safe and reliable operation and maintenance of Utility's electric system under Section 2.4. Utility will provide at least 30 days' advance notice of termination of any Permit pursuant to this Section.

- 16.2 Removal of Wireless Facilities on Termination. In the event of termination of this Agreement, Licensee shall, in lieu of a Permit Application, submit a plan and schedule to Utility under which Licensee will remove, using its own personnel or a contractor, all of its Wireless Facilities and associated Wireless Equipment located on or near Utility's Poles within 90 days from date of termination; provided however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Utility until Licensee's Wireless Facilities and associated Wireless Equipment are removed. In the event that Licensee fails to vacate the Pole or fails to remove all of its Wireless Equipment, Utility shall have the right, after giving at least 10 days' prior written notice to Licensee, to remove the remaining Wireless Equipment in which event such Wireless Equipment may be retained by Utility as its property without accounting to Licensee therefore, and the expense of such removal and repairs shall be charged to and paid by Licensee without credit for the value, if any, of such Wireless Equipment. Section 18.1.2 applies should Licensee fail to comply with this Section 16.2.
- 16.3 Survival of Obligations. Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations under this Agreement shall continue with respect to any claims or demands related to Licensee's Wireless Facilities.

ARTICLE 17: DUTIES, RESPONSIBILITIES, AND EXCULPATION

- 17.1 Duty to Inspect. Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Poles, or the premises surrounding the Poles, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles and/or the premises surrounding the Poles prior to commencing any work on Utility's Poles or entering the premises surrounding the Poles.
- 17.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its agents, servants, employees, contractors, and subcontractors with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 17.3 **DISCLAIMER. UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO ITS POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 17.4 Missing Labels. Licensee acknowledges that Utility does not warrant that all Poles are properly labeled and agrees that Utility is not liable for any injuries or damages caused by or in connection with missing labels or otherwise improperly labeled Poles. Licensee further agrees to notify Utility immediately if labels or tags are missing or otherwise believed to be improper; however, Utility agrees that Licensee is not liable for any injuries or damages caused by or in connection with Licensee's failure to so notify Utility.
- 17.5 Duty to Supervise. The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, servants, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other equipment of

Utility, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an Emergency. Licensee shall ensure that its employees, servants, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Utility, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, servants, agents, contractors, and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in an Emergency in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

17.6 Requests to De-Energize.

17.6.1 In the event Utility, in its sole discretion, elects to de-energize any equipment or line at Licensee's request and for Licensee's benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in full for all reasonable costs and expenses incurred in order to comply with Licensee's de-energization request. Except during an Emergency, Utility shall provide, upon Licensee's request, an estimate of all costs (including lost revenue) and expenses to be incurred in accommodating Licensee's de-energization request and, upon reviewing such estimate, Licensee shall confirm whether it intends to continue or withdraw such request.

17.6.2 Licensee shall not make or break electrical connection at Utility's electric service point at any time without Utility's authorization.

17.7 Interruption of Service. In the event that Licensee causes an interruption of service by damaging or interfering with any equipment of Utility's, Licensee at its expense shall immediately do all things reasonable to avoid injury or damages directly resulting therefrom and shall notify Utility immediately.

17.8 Duty to Inform. Licensee further warrants that it understands the imminent dangers **(INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION)** inherent in the work necessary to make installations and removals and to engage in operations on Utility's Poles by Licensee's employees, servants, agents, contractors, or subcontractors, and accepts it as its duty and sole responsibility to notify and inform Licensee's employees, servants, agents, contractors, and subcontractors of such dangers, and to keep them informed regarding same.

ARTICLE 18: TRANSFERS AND ALLOCATION OF COSTS

18.1 Required Transfer, Rearrangement, or Removal of Licensee's Wireless Attachments.

18.1.1 If Utility reasonably determines that it is necessary for Licensee's Wireless Attachments to be transferred to a different or new Pole, rearranged on the same Pole, or removed from the Pole (including, due to an overhead to underground pole-line conversion or termination of a Permit) (collectively, "**Transfer**"), Licensee shall perform such work at

its own expense within 40 days after receiving written notice from Utility or within such other time period for the particular type of Transfer as is set out elsewhere in this Agreement (“**Transfer Period**”).

- 18.1.2 If Licensee fails to Transfer its Wireless Attachments as required under this Agreement within the requisite Transfer Period, Utility shall have the right to charge Licensee the Failure to Transfer Fee and/or to do the work itself using its own personnel or contractors and charge Licensee 110% of the actual costs incurred. Utility shall not be liable for damage to Licensee’s Wireless Equipment except to the extent provided in Article 13.
- 18.2 Allocation of Costs. The costs for any Transfer of Licensee's Wireless Attachments or the modification or replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility, Licensee, or other third-party attacher on the following basis:
- 18.2.1 If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification or replacement of the Pole, and Licensee shall be responsible for the costs associated with the Transfer of its own Wireless Attachments. Prior to making any such modification or replacement, Utility shall provide Licensee prior written notice in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Wireless Attachments. If Licensee elects to add to or modify its Wireless Attachments within one year after receiving such notice, Licensee shall bear a pro rata share of the costs incurred by Utility in making the space on the Poles accessible to Licensee.
- 18.2.2 If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for the costs related to the modification or replacement of the Pole and for the costs associated with the Transfer of any third-party attacher’s equipment. Licensee must submit to Utility evidence, in writing, that it has made arrangements to reimburse all affected third-party attachers for the cost to Transfer such attacher’s equipment. Utility shall not be obligated in any way to enforce or administer Licensee’s responsibility for the costs associated with the Transfer of a third-party attacher’s equipment pursuant to this provision.
- 18.2.3 If the modification or the replacement of a Pole is the result of an additional attachment or the modification of an existing attachment sought by an attacher other than Utility or Licensee, the attacher requesting the additional or modified attachment shall bear the entire cost of the modification or pole replacement as well as the costs associated with the Transfer of Licensee’s Wireless Attachments. Licensee shall cooperate with such third-party attacher to determine the costs of the Transfer of Licensee’s Wireless Attachments.
- 18.2.4 If a Pole must be modified or replaced for reasons unrelated to the use of the Pole (e.g., storm, accident, deterioration), Utility shall pay the costs of such modification or replacement; provided however, that Licensee shall be responsible for the costs of the Transfer of its Wireless Attachments.

18.3 Treatment of Multiple Requests for Same Pole. If Utility receives Permit Applications for the same Pole from two or more prospective attachers within a 60-day period, and accommodating their respective requests would require modification or replacement of the Pole, Utility will evenly allocate among such attachers the applicable costs associated with such modification or replacement.

18.4 Emergencies/Advance Notice.

18.4.1 The written advance notification requirement of this Article 18 shall not apply in an Emergency. During an Emergency, Utility shall provide such advance notice as is practical, given the urgency of the particular situation including a telephone call to Licensee's emergency number (see Contact Sheet attached as **Appendix B**). Utility shall then provide written notice of any such actions taken within 72 hours following the occurrence.

18.4.2 When Utility reasonably determines that a transfer of Licensee's Wireless Facility, or any component thereof, is immediately necessary due to an Emergency, Licensee agrees to allow such Transfer. In such instances, Utility will, at its option, either perform the Transfer using its own personnel and/or contractors or require that Licensee do so immediately. Utility shall not be liable for damage to Licensee's Wireless Equipment except to the extent provided in Section 13.1. Utility shall provide written notice of any such actions taken within 10 days of the occurrence.

18.5 Utility Not Required to Relocate. No provision of this Agreement shall be construed to require Utility to relocate its electric facilities on a Pole for Licensee's benefit.

ARTICLE 19: ATTACHMENT TO AND REPLACEMENT OF DECORATIVE STREETLIGHT POLES

19.1 Conditions for Attachment. In the event that no existing Utility Pole or Streetlight Pole is suitable for Licensee's purposes under this Agreement, Licensee may seek a Permit to attach to a Decorative Streetlight Pole or to replace an existing Decorative Streetlight Pole with a "**Replacement Pole**" that would accommodate Licensee's Wireless Attachments. Utility will not issue such a Permit unless all the following conditions are met:

19.1.1 The original equipment manufacturer of the Decorative Streetlight Pole makes hardware specifically for Wireless Facility attachment, and Utility approves such hardware.

19.1.2 The attachment of the Wireless Facility does not change the primary purpose of the Decorative Streetlight Pole, which shall remain the purpose for which the pole was originally installed, or cause the pole to be a "wireless tower or base station," within the meaning of Section 6409(a) of the Spectrum Act, 47 U.S.C. § 1455.

19.1.3 If streetlight fixtures and mast arms are replaced, the replacements shall match the arc and style of the original streetlight fixture and mast arm, unless otherwise approved by Utility. The replacement streetlight fixture and mast arm shall be at the same height above the ground as the existing streetlight fixture and mast arm.

- 19.1.4 To the extent commercially available and technologically compatible with Licensee's local network, Licensee shall use Wireless Equipment that has the smallest visual profile and shall be sized appropriately to the scale of the Decorative Streetlight Pole. A decorative transition shall be installed over the equipment enclosure upper bolts, or a decorative base cover shall be installed to match the equipment enclosure size. All hardware connections shall be hidden from view, as much as reasonably possible.
- 19.2 Standards for Replacement of Decorative Streetlight Poles. In addition to the standards set out in Section 19.1, the following standards also apply to the replacement of an existing Decorative Streetlight Pole ("**Replacement Pole**"):
- 19.2.1 Replacement Poles shall be of a similar design, material, and color as the replaced pole and other Decorative Streetlight Poles within the immediate area, unless Utility approves an alternative design proposed by Licensee.
- 19.2.2 All Replacement Poles shall be constructed in the same location, or reasonably close to, the Decorative Streetlight Pole being replaced.
- 19.2.3 Replacement Poles shall be designed and engineered to support a streetlight fixture and, if applicable, a mast arm of length equal to that of the existing Decorative Streetlight Pole to be replaced or of a length approved by Utility based on the location of such pole.
- 19.2.4 All Replacement Poles shall have new streetlight fixtures of the same manufacturer, model, and light output as the removed fixture and nearby streetlight fixtures, or as otherwise approved by Utility.
- 19.2.5 Replacement Poles, including, but not limited to, the pole itself, head, fixtures, mast arm (if applicable) and electrical components, shall have a five-year manufacturer's replacement warranty.
- 19.2.6 Replacement Poles shall meet all applicable Engineering Standards, including American Association of State Highway and Transportation Officials structural guidelines for roadway applications and the American National Standards Institute requirements for vibrations.
- 19.2.7 The height of the Replacement Poles be measured from the ground to the top of poles. All Replacement Pole heights shall be consistent with those of the poles being replaced or the existing poles in the immediate area and in accordance with any applicable statute or rule of law.
- 19.2.8 Each Replacement Pole component shall be architecturally compatible to create a cohesive aesthetic.
- 19.3 Cost Responsibility. Licensee shall be solely responsible for the following costs:
- 19.3.1 The cost of removing the pre-existing Decorative Streetlight Pole in a manner that will allow its reuse and delivering the pole to Utility's storage yard.

- 19.3.2 The cost to design and install the Replacement Pole and to purchase and deliver at least one back-up Replacement Pole to Utility's storage yard to be used in the event the Replacement Pole is damaged and needs to be replaced. Utility may require purchase and delivery of additional back-up Replacement Poles, taking into account the number of Replacement Poles Licensee installs at any one time. Licensee shall be responsible for replenishing Utility's inventory of back-up Replacement Pole(s) as needed to maintain the required number in utility's storage yard at all times.
- 19.3.3 In the event a Replacement Pole is damaged and, in Utility's sole judgment, needs to be replaced, Utility shall, using its own personnel or a contractor, remove the damaged pole and install a back-up Replacement Pole. All such work shall be done at Licensee's expense. Licensee shall be responsible for replacing its Wireless Attachments on the back-up Replacement Pole.
- 19.4 Ownership of Replacement Poles. Upon completion of construction, inspection, and acceptance by Utility of a Replacement Pole and upon delivery to Utility of a back-up Replacement Pole, ownership of such Replacement Poles shall transfer to Utility.
- 19.5 Utility's Discretion. Notwithstanding anything to the contrary in this Article 19, Utility may, in its sole discretion, deny Licensee's application to attach to an individual Decorative Pole.

ARTICLE 20: NOTICES

- 20.1 Written Notices. Unless otherwise provided in this Agreement, any notice, request, consent, demand, or statement contemplated to be made by one party to or upon the other shall be in writing and shall be treated as duly delivered when it is either (i) personally delivered to the office of Utility in the case of notice to be given to Utility, or personally delivered to the office of Licensee in the case of notice to be given to Licensee or (ii) deposited in the United States Mail and properly addressed to the party to be served as follows:

If to Utility, to:	Evansville Water & Light Attn: Municipal Services Director 31 S Madison St PO Box 529 Evansville, WI 53536]
If to Licensee, to:	United States Cellular Operating Company LLC Attn: Real Estate Lease Administration 8410 W. Bryn Mawr Avenue Chicago, IL 60631

or to such other address as either party may, from time to time, give the other party in writing.

- 20.2 Electronic Notices Allowed. The above notwithstanding, the parties may agree in specific instances to use electronic communications (such as email) for notifications related to the Permit Application and approval process and necessary transfers or pole modifications, but not for

tender of any legal notices. Licensee shall provide a local contact for all such notices upon execution of this Agreement.

- 20.3 Licensee's 24-hour Emergency Number. Licensee shall maintain a staffed 24-hour emergency telephone number (see Contact Sheet attached as **Appendix B**), not available to the general public, by which Utility can contact Licensee to report damage to Licensee's Wireless Facilities or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to Utility's concerns and requests. Licensee's failure to maintain an emergency contact number shall eliminate Utility's liability to Licensee for any action Utility deems reasonably necessary given the specific circumstances.

ARTICLE 21: ASSIGNMENT

- 21.1 Assignment. Licensee may not assign or otherwise transfer its rights under this Agreement to any other person or entity without Utility's prior written consent, which consent shall not be unreasonably withheld.
- 21.2 Sub-Licensing. Licensee shall not sub-license any rights under this Agreement to any third party or Affiliate. Any such action shall constitute a material breach of this Agreement.
- 21.3 Obligations of Assignee/Transferee and Licensee. No assignment or transfer by Licensee of this Agreement shall be effective until the assignee or transferee acknowledges to Utility in writing that it agrees to assume all of Licensee's obligations arising under this Agreement. Licensee shall furnish Utility with written notice of the name, address, and contact information for the transferee or assignee.

ARTICLE 22: UNAUTHORIZED WIRELESS ATTACHMENTS

- 22.1 Unauthorized Wireless Attachment Fee.
- 22.1.1 Utility, without prejudice to its other rights or remedies under this Agreement, including but not limited to, requiring Licensee to immediately remove an Unauthorized Wireless Attachment, may require Licensee to submit a Permit Application and pay the Unauthorized Wireless Attachment Fee set out in **Appendix A** within 30 days after the date of written or email notification from Utility of an Unauthorized Wireless Attachment.
- 22.1.2 If such Permit Application is not received by Utility within the specified time period, Licensee shall remove the Unauthorized Wireless Attachment within seven days at its sole expense. In the event Licensee fails to remove the Unauthorized Wireless Attachment within the seven-day period, Utility may remove the Unauthorized Wireless Attachment without prior notice and without liability, using its own personnel and/or contractors, and charge Licensee 110% of the actual cost incurred.
- 22.2 Failure to Act. No act or failure to act by Utility under this Article 22 shall be deemed a ratification or grant of permission to Licensee to maintain the Unauthorized Wireless Attachment.

ARTICLE 23: PAYMENT OF TAXES

- 23.1 Each party shall pay all taxes and assessments lawfully levied on its own property, facilities, and equipment, whether free-standing or attached to Utility's Poles. The taxes and assessments that are levied on Utility's Poles shall be paid by Utility, but any tax, fee or charge levied on Utility's Poles solely due to Licensee's use shall be paid by Licensee. Licensee agrees that if any tax, fee, or charge is levied against Utility solely due to Licensee's equipment or facilities being attached to or supported by Utility's Poles, Licensee will reimburse Utility the full amount of said tax, fee, or charge.

ARTICLE 24: MISCELLANEOUS PROVISIONS

- 24.1 Amending Agreement. This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.
- 24.2 Entire Agreement. This Agreement and its appendices constitute the entire agreement between the parties concerning attachment of Licensee's Wireless Facilities to Utility's Poles. Unless otherwise expressly stated in this Agreement, all previous wireless attachment agreements, whether written or oral, between Utility and Licensee are superseded and of no further effect, except as to provisions that survive termination.
- 24.3 Severability. If any provision or portion thereof of this Agreement is declared invalid by a court or agency of competent jurisdiction, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement, but rather it is the intent of the parties that this Agreement be administered as if it did not contain the invalid provision.
- 24.4 No Waiver. If Utility fails to take action to enforce compliance with any of the terms and conditions of this Agreement, such failure shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.
- 24.5 Wisconsin Law Shall Apply. This Agreement is deemed executed in the State of Wisconsin and shall be construed under the laws of the State of Wisconsin without regard to its conflict of laws principles.
- 24.6 Venue for Litigation. In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, the parties agree that proper venue for such action or suit shall lie in the Circuit Court, County of Rock, State of Wisconsin.
- 24.7 Incorporation of Recitals and Appendices. The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.
- 24.8 Compliance with Laws. The parties shall comply with any and all Laws in performing their obligations under this Agreement.
- 24.9 No Third-Party Beneficiaries. Except as otherwise expressly stated, the parties have no intent to, and do not, create any third-party rights or interests in this Agreement.

- 24.10 Public Records. Materials provided to Utility pursuant to this Agreement are public records that may be made publicly available pursuant to state and federal public records law. Notwithstanding the foregoing, Licensee may designate items that it reasonably believes contain proprietary or confidential information by clearly marking each portion of such materials accordingly, and Utility shall endeavor to treat the information as proprietary and confidential, subject to applicable state and federal public records laws and Utility's determination that Licensee's request for confidential or proprietary treatment of the application materials is reasonable. Utility shall not be required to incur any costs to protect any materials submitted to Utility pursuant to this Agreement from disclosure.
- 24.11 Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Execution of this Agreement by facsimile or electronic signatures shall have the same legally binding effect as an original paper version.

Utility and Licensee have executed this Agreement in duplicate on the dates set forth on the signature pages that follow.

[SIGNATURE PAGES FOLLOW]

UTILITY:

**City of Evansville,
acting in its capacity as a Wisconsin public utility**
By:

Name: _____

Title: _____

Date: _____

LICENSEE:

United States Cellular Operating Company, LLC

By:

Name: _____

Title: _____

Date: _____

**APPENDIX A
FEES**

The fees set out in the Fee Schedule shall increase annually as provided in Article 3 and shown in the tables below.

FEE SCHEDULE	
Permit Application Fee	Initial Application: [\$100] per Pole for collocation on an existing Pole \$1000 per Pole for a new or replacement Pole Modification Application: [\$100] per Pole [2%] annual escalator
License Fee	[\$250] per Pole per year [2%] annual escalator
Unauthorized Wireless Attachment Fee	4 times the License Fee amount for each Unauthorized Wireless Attachment
Failure to Transfer Fee	¼ of the License Fee amount for each affected Pole for each day, until the Wireless Attachment is transferred, rearranged, or removed

ATTACHMENT PERMIT

- **Date Application Received by Utility:** _____
- **Date Attachment Permit Issued by Utility:** _____

Evansville Water & Light hereby grants **United States Cellular Operating Company, LLC** permission to attach, modify, or remove Wireless Attachment(s) and/or Wireless Equipment on the Poles indicated below, subject to the terms and conditions of the License Agreement for Wireless Attachments to Poles between the parties.

Poles for Wireless Attachments	Poles for Modifications	Vacated Poles
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____
5. _____	5. _____	5. _____

[NAME OF UTILITY]

By: _____

Print Name: _____

Title: _____

**APPENDIX B
INITIAL CONTACT SHEET**

Licensee's contact information must be updated annually if it has changed from the previous year (see Section 8.5.5 of the Agreement and **Appendix C**).

UTILITY CONTACT INFORMATION		
	Phone Number(s)	Email
Business Hour Contact	(608)-882-2288	chad.renly@ci.evansville.wi.gov
Emergency Contact	(608)-921-9100	chad.renly@ci.evansville.wi.gov

LICENSEE CONTACT INFORMATION		
	Phone Number(s)	Email
Business Hour Contact		
Emergency Contact/NOC		
Billing Department		

**APPENDIX C
ANNUAL REPORT FORM**

This form is to be submitted annually in accordance with Section 8.5 of the Agreement.

12-Month Reporting Period: _____ to _____

NEW WIRELESS ATTACHMENTS	
Location (by Utility Pole number, if available)	Description

MODIFICATIONS TO PRE-EXISTING WIRELESS ATTACHMENTS	
Location (by Utility Pole number, if available)	Description

NON-FUNCTIONAL WIRELESS EQUIPMENT	
Location (by Utility Pole number, if available)	Description

REMOVED WIRELESS EQUIPMENT		
Location (by Utility Pole number, if available)	Description	Date of Removal

UPDATED CONTACT SHEET

This section should be filled out if Licensee’s contact information has changed from the previous year (see Section 8.5.5 of the Agreement).

UPDATED LICENSEE CONTACT INFORMATION		
	Phone Number(s)	Email
Business Hour Contact		
Emergency Contact/NOC		
Billing Department		

**CITY OF EVANSVILLE
ORDINANCE #2021-01**

**AN ORDINANCE REPEALING AND RECREATING ARTICLE IX OF
CHAPTER 106 OF THE EVANSVILLE CODE OF ORDINANCES**

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

Evansville Municipal Code, Article IX of Chapter 160 shall be repealed and recreated as follows:

Article IX: Wireless Communications Facilities in the Right-of-Way

160-380: Definitions

For the purposes of this Article, the terms below shall have the following meanings:

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

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

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

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

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

~~“FCC”~~ means the Federal Communications Commission.

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

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

~~“Right-of-Way”~~ means the surface of, and the space above and below the entire width of an improved or unimproved public roadway, highway, street, bicycle lane, landscape

terrace, shoulder, side slope, public sidewalk, or public utility easement over which the City of Evansville exercises any rights of management and control or in which the City of Evansville has an interest.

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

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

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

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

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

and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

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

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

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

“Wireless Equipment” means an antenna facility at a fixed location that enables wireless services between user equipment and a communications network, and includes all of the following: (a) equipment associated with wireless services; (b) radio transceivers, antennas, or coaxial, metallic, or fiber-optic cable located on, in, under, or otherwise adjacent to a support structure; (c) regular and backup power supplies; (d) equipment that is comparable to equipment specified in this definition regardless of technical configuration. “Wireless Equipment” does not include (a) the structure or improvements on, under, or within which the equipment is collocated; (b) wireline backhaul facilities; or (c) coaxial, metallic, or fiber-optic cable that is between utility poles or wireless support structures or that is not adjacent to a particular antenna. The definition of “Wireless Equipment” in this ordinance is consistent with the definition of “wireless facility” in Wis. Stat. § 66.0414(1)(z).

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

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

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

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

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

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

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

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

160-381: Purpose

In the exercise of its police powers, the City of Evansville has priority over all other uses of the right-of-way. The purpose of this Article is to provide the City of Evansville with a process for managing, and uniform standards for acting upon, requests for the placement of wireless facilities within the right-of-way consistent with the City of Evansville’s obligation to promote the public health, safety, and welfare; to manage the right-of-way; and to ensure that the public’s use is not obstructed or incommoded by the use of the right-of-way for the placement of wireless facilities. The City of Evansville recognizes the importance of wireless facilities to provide high-quality communications and internet access services to residents and businesses within the City of Evansville. The City of Evansville also recognizes its obligation to comply with applicable Federal and State laws regarding the placement of wireless facilities in the right-of-way including, without limitation, the Telecommunications Act of 1996 (47 U.S.C. § 151 et seq.), Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Wis. Stat. § 182.017, Wis. Stat. § 196.58, and Wis. Stat. § 66.0414, as amended, and this Article shall be interpreted consistent with those provisions.

160-382: Scope

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

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

(1) Installation, maintenance, operation, or replacement of a small wireless facility strung on cables between two existing utility poles in compliance with the National Electrical Safety Code, provided that the small wireless facility does not exceed 24 inches in length, 15 inches in width, and 12 inches in height and has no exterior antenna longer than 11 inches.

(2) Installation of a mobile cell facility (commonly referred to as “cell on wheels” or “cell on truck”) for a temporary period in connection with an emergency or event, but no longer than required for the emergency or event, provided that

installation does not involve excavation, movement, or removal of existing facilities.

(3) Placement or modification of a wireless facility by City of Evansville staff or any person performing work under contract with the City of Evansville.

(4) The replacement of an existing small wireless facility with a small wireless facility that is substantially similar to, or the same size or smaller than, the existing small wireless facility, provided that there is no change to the support structure on which the small wireless facility is placed.

(5) Routine maintenance of a wireless facility.

(c) **Placement on City of Evansville-Owned or –Controlled Support Structures.** Any applicant who wishes to place wireless equipment on a support structure owned or controlled by the City of Evansville, including governmental poles and utility poles for designated services, must obtain a wireless permit under this Article and enter into an ~~attachment~~ agreement with the City of Evansville. The agreement shall include provisions regarding make-ready work and specify the compensation to be paid to the City of Evansville for use of the support structure in accordance with the standards set out in Wis. Stat. § 66.0414(4), as amended. Unless prohibited by state or federal law, the person or entity seeking the agreement shall reimburse the City of Evansville for all costs the City of Evansville incurs in connection with its review of and action upon the request for an agreement.

160-383: Nondiscrimination

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

160-384: Administration

(a) **Administrator.** The administrator is responsible for administering this Article.

(b) **Powers.** As part of the administration of this Article, the administrator may:

(1) ~~Adopt~~ Recommend for approval wireless regulations governing the placement and modification of wireless facilities in addition to but consistent with the requirements of this Article, including regulations governing collocation, the resolution of conflicting applications for placement of wireless facilities, and aesthetic standards. The regulations must be adopted by Common Council published in advance of their enforcement.

(2) Interpret the provisions of the Article and the wireless regulations.

(3) Develop forms and procedures for submission of applications for wireless permits consistent with this Article.

- (4) Collect any fee required by this Article.
- (5) Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with state and federal laws and regulations.
- (6) Issue notices of incompleteness or requests for information in connection with any wireless permit application.
- (7) Select and retain an independent consultant or attorney with expertise in telecommunications to review any issue that involves specialized or expert knowledge in connection with any permit application.
- (8) Coordinate and consult with other City of Evansville staff, committees, and governing bodies to ensure timely action on all other required permits under Section 160-385(b)(11) of this Article.
- (9) Negotiate ~~attachment~~ agreements for the placement of wireless equipment on governmental poles or utility poles for designated. [Such agreement shall be approved by Common Council.](#)
- (10) Subject to appeal as provided in Section 160-387(e) of this Article, determine whether to grant, grant subject to conditions, or deny an application.
- (11) Take such other steps as may be required to timely act upon wireless permit applications, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

160-385: Application

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

(b) **Content.** In order to be considered complete, an application must contain:

- (1) All information required pursuant to the wireless regulations.
- (2) A completed application cover sheet signed by an authorized representative of the applicant.
- (3) The name of the applicant (including any corporate or trade name), and the name, address, email address, and telephone number of a local representative and of all duly authorized representatives and consultants acting on behalf of the applicant with respect to the filing of the application. If the applicant is a wireless infrastructure provider, the name and contact information for the wireless service provider(s) that will be using the wireless facility must also be provided.
- (4) A statement of which state or federal deadline(s) apply to the application.

(5) A separate and complete description of each proposed wireless facility and the work that will be required to install or modify it, including but not limited to detail regarding proposed excavations, if any; detailed site plans showing the location of the facility and technical specifications for each element of the facility, clearly describing the site and all structures and equipment at the site before and after installation or modification and identifying the owners of such preexisting structures and equipment; and describing the distance to the nearest residential dwelling unit. Before and after 360-degree photo simulations must be provided for each facility.

(6) A certification by the applicant that the wireless facility will not materially interfere with the safe operation of traffic control equipment or sight lines or clear zones for transportation of pedestrians, and will fully comply with the federal Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.

(7) A certification by the applicant that the wireless facility will comply with relevant FCC regulations concerning radio frequency emissions from radio transmitters and unacceptable interference with public safety spectrum, including compliance with the abatement and resolution procedures for interference with public safety spectrum established by the FCC set forth in 47 C.F.R. §§ 22.97 to 22.973 and 47 C.F.R. §§ 90.672 to 90.675.

(8) A statement that the wireless facility will comply with the state electrical wiring code, as defined in Wis. Stat. § 101.80(4), as amended; the state plumbing code specified in Wis. Stat. § 145.13, as amended; the fire prevention code under Wis. Admin. Code § SPS 314, as amended; the Wisconsin commercial building code under Wis. Admin. Code §§ SPS 361 to 366, as amended; the Wisconsin uniform dwelling code under Wis. Admin. Code §§ SPS 320 to 325, as amended; and all local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons.

(9) A structural report performed by a professional engineer registered in the State of Wisconsin evidencing that the support structure on which the wireless equipment will be mounted will structurally support the equipment, or that the structure may and will be modified to meet structural requirements, in accordance with applicable codes, including the National Electric Safety Code and the National Electric Code.

(10) If the support structure on which the wireless equipment will be mounted is owned by a third party, a certification that the applicant has permission from the owner to mount its equipment on the structure. This is not required if the support structure is a governmental pole or a utility pole for designated services, as permission will be evidenced by the executed attachment agreement referenced in Section 160-382(c).

(11) To the extent that filing of the wireless permit application establishes a deadline for action on any other permit that may be required in connection with the wireless facility, the application must include complete copies of applications for every required permit (including without limitation electrical permits, building permits, traffic control permits, and excavation permits), with all engineering completed.

(12) Payment of all required fees.

(c) **Waivers.** Requests for waivers from any requirement of this Section 160-385 shall be made in writing to the Administrator. The Administrator may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of the waiver, the City of Evansville will be provided with all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the wireless permit sought.

(d) **Eligible Facilities Requests.** If the applicant asserts in writing that its application is an eligible facilities request, the City of Evansville will only require the applicant to provide that information set forth in subsection (b) above to the extent reasonably related to determining whether the request meets the definition of “eligible facilities request” under 47 C.F.R. § 1.6100(b)(3). The applicant will be required to submit evidence that the application relates to an existing tower or base station that has been approved by the City of Evansville. Before and after 360-degree photo simulations must be provided with detailed specifications demonstration that the modification does not substantially change the physical dimensions of the existing approved tower or base station.

(e) **Fees.** Applicant must pay an application fee in an amount set by the common council to allow recovery of the City of Evansville’s direct costs of processing the application, subject to the limits contained in state and federal law, including Wis. Stat. § 66.0414(3)(d), as amended.

(f) **Public Records.** Applications are public records that may be made publicly available pursuant to state and federal public records law. Notwithstanding the foregoing, the applicant may designate portions of the application materials that it reasonably believes contain proprietary or confidential information by clearly marking each portion of such materials accordingly, and the City of Evansville shall endeavor to treat the information as proprietary and confidential, subject to applicable state and federal public records laws and the Administrator’s determination that the applicant’s request for confidential or proprietary treatment of the application materials is reasonable. The City of Evansville shall not be required to incur any costs to protect the application from disclosure.

160-386: General Standards

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

(b) **Regulations.** The wireless regulations and decisions on wireless permits shall, at a minimum, ensure that the requirements of this Article are satisfied, unless it is

determined that the applicant has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of telecommunications or personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this Article and the wireless regulations may be waived, but only to the extent required to avoid the prohibition.

(c) Standards.

(1) Wireless facilities shall be installed and modified in a manner that:

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

(2) In no event may ground-mounted equipment interfere with pedestrian or vehicular traffic and at all times must comply with the requirements of the Americans with Disabilities Act of 1990.

(3) Wireless facilities and equipment shall minimize visual impacts, and ensure compliance with all standards for noise emissions. Unless it is determined that another design is less intrusive, or placement is required under applicable law:

(A) A new wireless facility must be constructed with materials and colors that match or blend with the surrounding natural or built environment, to the maximum extent practicable. Unless otherwise required, dark greens, dark browns, or other muted colors, earth tones, and subdued hues shall be used.

(B) wireless equipment placed elsewhere on a support structure shall be integrated into the structure, or be designed and placed to minimize visual impacts.

(D) Wiring and cabling shall blend with the support structure or and concealed to the greatest extent possible.

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

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

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

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

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

(5) **Indemnification.** The permit holder, by accepting a permit under this Article, agrees to indemnify and hold harmless the City of Evansville, its elected and appointed officials, officers, employees, agents, representatives, and volunteers (collectively, the "Indemnified Parties") from and against any and all liability and loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of rights-of-way by the permit holder or anyone acting under its direction or control or on its behalf arising out of the rights and privileges granted under this Article, even if liability is also sought to be imposed on one or more of the Indemnified Parties. The obligation to indemnify, and hold harmless the Indemnified Parties shall be applicable even if

the liability results in part from an act or failure to act on the part of one or more of the Indemnified Parties. However, the obligation does not apply if the liability results from the sole negligence or willful misconduct of an Indemnified Party.

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

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

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

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

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

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

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

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

(14) **Certificate of Insurance.** A certificate of insurance sufficient to demonstrate to the satisfaction of the Administrator that the applicant has the

capability to cover any liability that might arise out of the presence of the facility in the right-of-way.

160-387: Application Processing and Appeal

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

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

(c) **Public Hearing.** Prior to the approval or denial of an application, a public hearing shall be held for public comment. The public hearing will be held at a City of Evansville ~~plan-Plan commission~~ Commission meeting that allows for the issuing of a timely decision on the application pursuant to the terms of this article and pursuant to Wisconsin Statutes. The Administrator shall give public notice at least seven days prior to public hearing by publication of a class 2 notice under Wis. Stat. § ch. 985. In addition, at least ten days before the public hearing, the public notice shall be mailed to all property owners within 250 feet.

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

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

(f) **Deadline to Appeal.**

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

(2) All other appeals not governed by Subsection(f)(1), above, must be filed within seven business days of the written decision of the Administrator, unless the

Administrator extends the time therefor. An extension may not be granted where extension would result in approval of the application by operation of law.

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

160-388: Revocation

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

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

160-389: Relocation

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

160-390: Abandonment

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

(1) Provide information satisfactory to the Administrator that the permit holder's obligations for its facilities under this Article have been lawfully assumed by another permit holder.

(2) Submit to the Administrator a proposal and instruments for dedication of the facilities to the City of Evansville. If a permit holder proceeds under this section, the City of Evansville may, at its option:

(A) Accept the dedication for all or a portion of the facilities;

(B) Require the permit holder, at its own expense, to remove the facilities and perform the required restoration under Section 160-391; or

(C) Require the permit holder to post a bond or provide payment sufficient to reimburse the City of Evansville for reasonably anticipated costs to be incurred in removing the facilities and undertaking restoration under Section 160-391.

(3) Remove its facilities from the right-of-way within one year and perform the required restoration under Section 160-391, unless the Administrator waives this requirement or provides a later deadline.

(b) **Abandoned Facilities.** Facilities of a permit holder who fails to comply with Section 160-390(9) and which, for one year, remain unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. In addition to any remedies or rights it has at law or in equity, the City of Evansville may, at its option:

(1) abate the nuisance and recover the cost from the permit holder or the permit holder's successor in interest;

(2) take possession of the facilities; and/or

(3) require removal of the facilities by the permit holder or the permit holder's successor in interest.

160-391: Restoration

In the event that a permit holder removes or is required to remove a wireless facility from the right-of-way under this Article (or relocate it pursuant to Section 160-389), or otherwise causes any damage to the right-of-way in connection with its activities under this Article, the permit holder must restore the right-of-way to its prior condition in accordance with City of Evansville specifications. However, a support structure owned by another entity authorized to maintain that support structure in the right-of-way need not be removed but must instead be restored to its prior condition. If the permit holder fails to make the restorations required by this section, the City of Evansville at its option may do such work after providing 15 days' written notice to the permit holder. In that event, the permit holder shall pay to the City of Evansville, within 30 days of billing therefor, the cost of restoring the right-of-way.

160-392: Severability

If any section, subsection, clause, phrase, or portion of this Article is for any reason held to be illegal or otherwise invalid by any court or administrative agency of competent

jurisdiction, such illegal or invalid portion shall be severable and shall not affect or impair any remaining portion of this Article, which shall remain in full force and effect.

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

Passed and adopted this ____ day of _____, 2021.

William C. Hurtley, Mayor

Darnisha Haley, City Clerk

Introduced: 0/00/2021
Adoption:0/00/2021
Publication: 0/00/2021