

NOTICE

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

City of Evansville Common Council Regular Meeting

City Hall, 31 S Madison St, Evansville WI 53536
Tuesday, February 14, 2023, 6:00 p.m.

AGENDA

1. Call to order
2. Roll call
3. Motion to approve the agenda
4. Motion to waive the reading of the minutes of the January 10, 2023 regular meeting and the January 21, 2023 Committee of the Whole 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. Parks and Recreation Board Report
 - C. Plan Commission Report
 - 1) Motion to approve a certified survey map to divide parcel 6-27-533.506 into two lots for a two-family twin residence, located at 642 and 644 Locust Lane, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the CSM and joint cross access and maintenance agreement are recorded for both lots with Rock County Register of Deeds.
 - 2) Motion to approve the creation of a 3.5 acre residential lot from parcel 6-20-217, a 118.5 acre parcel located at 7538 N. Territorial Road, Town of Union, finding that the application is in the public interest and meets the objectives contained within Sections 110-230 and 110-102(g) of city ordinances, with the condition the final CSM is recorded with Rock County Register of Deeds, and that the application fulfills the other obligations set forth by the Town of Union and Rock County.
 - 3) Motion to approve a final certified survey map to divide parcel 6-27-580 into four lots, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, subject to the following conditions:
 - a. Private well and septic systems will be sited and will conform to standards set by the State of Wisconsin.
 - b. One well and one septic system will be allowed per lot created by this CSM.
 - c. Further division of any lot created by this CSM is contingent upon serviceability by City utilities. Future lots created will conform to the standards of Chapter 130 of the Evansville Municipal Code.
 - d. Upon development of Exodus Pass:

- i. The City shall give the landowner 48 months notice to connect to City sanitary sewers. Upon abandonment of the septic system, the tanks shall be remediated per Sec 126-360 and 126-361 of the Municipal Code
 - ii. The landowner will install sidewalks and driveways meeting the standards of the Municipal Code.
- e. The final CSM is recorded with Rock County Register of Deeds.

D. Finance and Labor Relations Committee Report

- 1) Motion to accept the January 2023 City bills as presented in the amount of \$3,320,239.25.
- 2) Motion to approve Resolution 2023-02 Amending the City of Evansville's Fee Schedule – Recreational Baseball.
- 3) Motion to approve Resolution 2023-03 Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing for 2023 Capital Improvement Projects.
- 4) Motion to approve Resolution 2023-04 amending the 2023 Electric Utility Budget.
- 5) Motion to approve Resolution 2023-05 allocating American Rescue Plan Act funds.
- 6) Motion to approve a Utility Locating Contract with USIC Locating Services, LLC.
- 7) Motion to approve acceptance of the Courtier Foundation Inc matching grant for renovations to Westside Park and Leonard-Leota Park.
- 8) Motion to approve a Software Upgrade Agreement from Casselle Clarity to Casselle Connect in the amount of \$19,425.00.
- 9) Motion to approve a Credit Application and Agreement with Consumers Cooperative.

E. Public Safety Committee Report

- 1) Motion to approve revisions to Chapter 14 – Animals, City of Evansville Municipal Code.
- 2) Motion to approve the Original Alcohol Beverage License Application for:
 - i) Class A Beer License for Consumers Cooperative, d/b/a Cenex, 9 John Lindemann Dr., Evansville, WI 53536.

F. Municipal Services Report

G. Economic Development Committee

H. Youth Center Advisory Board Report

I. Historic Preservation Commission

J. Fire District Report

K. Police Commission Report

L. Energy Independence Team Report

M. Board of Appeals Report

8. Unfinished Business

9. Communications and Recommendations of the Administrator

A. Discussion of Water Tower Lease Agreement

10. Communications and Recommendations of the Mayor

A. Motion to appoint Chad Sigl, 618 W Main St, Evansville, to the unexpired three-year term of the Park and Recreation Board ending 2024.

B. Proclamation to designate March 10, 2023 as Spread Goodness Day.

- C. Discussion regarding adding the Pledge of Allegiance to the Common Council regular agenda
 - D. Discussion regarding adding a prayer to the Common Council regular agenda
11. New Business
- A. Motion to approve Resolution 2023-06 Motion to approve Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement.
 - B. Motion to approve Safe Drinking Water Loan Program LSL Principal Forgiven Financial Assistance Agreement.
12. Introduction of New Ordinances
13. Upcoming Meeting Reminder:
- A. Regular Common Council Meeting, Tuesday March 14, 2023, at 6:00 p.m.
14. Motion to Adjourn

Dianne C. Duggan, Mayor

City of Evansville Common Council
Regular Meeting
City Hall, 31 S Madison St, Evansville WI 53536
Tuesday, January 10, 2023, 6:00 p.m.

MINUTES

1. **Call to order**, by Mayor, Dianne Duggan at 6:00 pm.
2. Roll call:

Members	Present/Absent	Others Present
Aldersperson, Jim Brooks	P	Jason Sergeant, City Administrator
Aldersperson, Cory Neeley	P	Colette Spranger, Com Dev Dir.
Aldersperson, Ben Corridon	P	Leah Hurtley, City Clerk
Mayor, Dianne Duggan	P	Mark Kopp, City Attorney
Aldersperson, Ben Ladick	P	Megan Kloeckner, Library Director
Aldersperson, Susan Becker	P	Bill Lathrop, Evansville Today
Aldersperson, Gene Lewis	P	Kelly Gildner, The Evansville Review
Aldersperson, Joy Morrison	P	
Aldersperson, Erika Stuart	P	

3. **Motion to approve the agenda** by Brooks, seconded by Morrison. *Motion carried 8-0.*
4. **Motion to waive the reading of the minutes of the December 13, 2022 regular meeting and approve as presented** by Brooks, seconded by Morrison. *Motion to approve with changes carried 8-0.*

Kelly Gildner to be added to Citizen Appearances. Corridon had grammatical changes to 6A-1 should be “happenings”, ~~wondering~~ should be “wondered”, “Brooks” not ~~Books~~, 2: Neeley “questioned”, and lastly, after section 10: methodology as park survey, that “expires” in February. Morrison mentioned 7I: Historic Preservation took one house “off” the table. Further clarification and discussion into the wording of “I”. Colette Spranger spoke up to clarify that the Commission took 103 S Madison off the table. The Homeowner was supposed to speak to the Commission. Brooks mentioned that to be really persnickety to mention that item 15-there was no motion to adjourn, it should just say that we adjourned at. Mayor Duggan confirmed due to closed session.

5. Civility reminder
6. Citizen appearances other than agenda items listed. **None.**
7. Reports of Committees

A. **Library Board Report:** Kloeckner read her written Library Report as follows:

General Updates

- Prairie Lakes Library System has officially replaced Arrowhead Library System. We are now part of a system consisting of more than 20 libraries in 3 counties (Racine, Rock, & Walworth).
- We now offer access to Kanopy. This resource allows patrons the ability to stream videos with access to movies, documentaries, foreign films, classic cinema, independent films, and educational videos.
- Circulation went up 12.73% from 2021-2022.

Program Updates

- We are collaborating with the school district and Creekside Place to provide some Martin Luther King Day Celebrations. Events will be held at Creekside, the Peace Garden Labyrinth, the library, and the High School.
 - Drum Circle at 2:00 PM
- Next Thursday (1/19), the Wisconsin Bureau of Consumer Protection will be here to discuss common scams and frauds as well as what to do if you or someone you know falls victim to a scam or fraud.

Brooks offered a suggestion about a collaboration with the Library and the Fire Department (similar to Spencer, Iowa) for a story time at the Fire Station.

- B. **Parks and Recreation Board Report:** Lewis stated the committee granted permission for the Boy Scout's upcoming event, Boy Scout Jamboree. The overnight campout will be on February 11th. The group will be work towards their Polar Bear Patches, by building igloos, with the help of Gene Pruden, provided there will be snow. Other reports included; Ice Rink maintenance, a brief status on the Dam, and pool construction/fundraising.

C. **Plan Commission Report**

- 1) **Motion to Approve Ordinance 2023-1, an Ordinance Rezoning Territory from Residential District 1 (R-1) to Residential District 2 (R-2) on Parcel 6-27-559.5051. Motion by Brooks, Second by Corridon. Motion carried 8-0.**

Spranger explained that the owner intends to build a duplex, but would like to sell both sides of the duplex to individual owners. In order to accomplish the request a zero lot line will need to occur, which is only allowed in the R-2 Zoning District. The zoning currently allows for a duplex however the distinction of homeowner/tenant vs two homeowners is being addressed by this request.

- 2) **Motion to Approve Ordinance 2023-2, an Ordinance Rezoning Territory from Local Business District (B-1) to Community Business District (B-3) on Parcel 6-27-589. Motion by Brooks, seconded by Neeley. Motion carried 8-0.**

Spranger gave an overview of the applicant, Subway restaurant. The restaurant owners purchased the building at 469/471 E Main St, with the intention to operate the restaurant on one side with a tenant on the other. The applicant is seeking permission to have a pick up window, currently allowed in B-3 Zoning Districts. Plan Commission discussed the potential stacking of cars on Main St. The current ordinance requires 100 feet for a pick up window. Which lead to Spranger to clarification this window will not be used to place orders, rather a pick up only window. Traffic and safety concerns can still be addressed at the public hearing, when applying for the Conditional Use Permit. Discussion regarding this motion was refocused on the rezone, which would permit use of the restaurant.

D. Finance and Labor Relations Committee Report

- 1) **Motion to accept the December 2022 City bills as presented in the amount of \$3,124,640.90, by Brooks, seconded by Corridon. Motion carried 8-0 by roll call vote.**

- E. **Public Safety Committee Report:** Stuart reported some Operator Licenses were issued. However the majority of the meeting was discussions on purposed updates to Dogs/Animals Leash Laws. Citizens in attendance asked for consideration to still have the use of Lake Leota Park. Alderperson Lewis suggested the idea to move Leash Law concerns to Park Board before it comes back to Public Safety. Doing so, allows discussion to have designated dog run areas, and/or set hours. Brooks asked for clarification on denying an Original Application for an

establishment. Stuart clarified that it was an Operator's License and in addition, tabled an establishment that they would have to reapply.

- F. **Municipal Services Report:** Brooks reported that the meeting was a routine end of year meeting with not a lot of action.
 - G. **Economic Development Committee Report:** Did not meet.
 - H. **Youth Center Advisory Board Report:** Corridon reported that a new member Abraham Rodriguez was introduced. There was discussion for the spring event being kickball instead of dodgeball and perhaps pushing the event to April/May at Leota Park. Jason Sergeant was present to discuss 2028 Capital Improvement Plan for potential new building. Next meeting will take place at the end of January.
 - I. **Historic Preservation Commission:** Did not meet.
 - J. **Fire District Report:** Brooks reported the Fire Chief's discussion surrounded the department moving to a future state. If Township Boards are not aligned to updating the mission not much can happen. Call to action was mentioned the Chief asks Boards for discussion. The topics will be on the agenda again in February for possible action in March. Further reports and discussion were in regards to call volume, the increase in calls will continue to occur as neighboring communities reorganize resulting in more calls for aid.
 - K. **Police Commission Report:** Did not meet.
 - L. **Energy Independence Team Report:** Did not meet. Next meeting will be February 1st at the High School.
 - M. **Board of Appeals Report:** Did not meet
8. Unfinished Business: None
9. **Communications and Recommendations of the Administrator:** City Hall efforts are focused on training and an upcoming election in February. A meeting is set for 10:00 a.m on Friday the 13th at City Hall for materials/color selection for the pool. Prep work has started for Committee of the Whole. The web developer is working to help make website more user friendly. City Hall is getting locks replaced (keyless) and fix a hinge that is about to break.
- A. **Motion to appoint/reappoint members to the Tourism Commission by Brooks, seconded by Corridon**, Raj Patel, 715 Brown School Rd, Evansville, as the lodging industry representative; Sue Berg, 321 Garfield Ave, Evansville, as the Economic Development Committee member with public relations background; Jim Brooks, 563 S 6th St, Evansville, as Alderperson serving on the Economic Development Committee; Abbey Barnes, 228 W Main St, Evansville serving as a business owner; Jenny Weidel, 122 W Liberty St, Evansville, as a Creekside member; Ben Corridon, 213 S Madison St #3, Evansville serving as a citizen member. *Motion carried 8-0 by roll call vote.*
10. **Communications and Recommendations of the Mayor:** Duggan shared an upcoming meeting reminder of the Committee of the Whole, starting at 8am at Palace Meets, agendas will be available.
11. **New Business:** None
12. **Introduction of New Ordinances:** None
13. **Upcoming Meeting Reminder:**
- A. Committee of the Whole Meeting, Saturday January 21, 2023, at 8:00 a.m.
 - B. Regular Common Council Meeting, Tuesday February 7, 2023, at 6:00 p.m.
14. **Motion to Adjourn**, by Neeley, seconded by Corridon at 6:36 pm. *Motion carried 8-0.*

Leah Hurtley, City Clerk

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

COMMON COUNCIL

Special Meeting of the Committee of the Whole
 Saturday, January 21, 2023, 8:00 a.m.
 Palace Meets Coworking, 17 W Main St, Evansville, WI 53536

MINUTES

1. **Call to order, by Mayor Duggan at 8:04 a.m.**
2. **Roll call.**

Members	Present/Absent	Others Present
Aldersperson, Jim Brooks	P	Jason Sergeant, City Administrator/Finance Director
Aldersperson, Cory Neeley	P	Colette Spranger, Community Development Director
Aldersperson, Ben Corridon	P	Leah Hurlley, City Clerk
Mayor, Dianne Duggan	P	Patrick Reese, Police Chief
Aldersperson, Ben Ladick	A	Carolyn Kleisch, EMS Chief
Aldersperson, Susan Becker	P	Chad Renly, Municipal Services Director
Aldersperson, Gene Lewis	A	Dale Roberts, Public Works Foreperson
Aldersperson, Joy Morrison	P	Julie Roberts, City Treasurer/Utility Accountant
Aldersperson, Erika Stuart	P	Brian Berquist, City Engineer
		Hon. Tom Alisankus, Municipal Judge
		Angie Olsen, Aquatics Director/Interim Youth Center Director
		Mark Kopp, City Attorney
		Bill Lathrop, Evansville Today

3. **Approval of agenda**, Brooks made a motion to approve the agenda as presented, seconded by Neeley. *Motion carried 6-0.*
4. **Civility reminder.** Recognition of the commitment to civility and decorum at Council meetings.
5. **Citizen appearances.**
 - a. **Welcome from Palace Meets owners.** The owners were unable to attend the meeting. Sergeant gave a brief overview of Palace Meets, recognizing them as being a recipient of the Building Façade Grant, State and Federal Tax Credits for their Historical work. History of the building was shared along with current and potential future endeavors including an upcoming yoga studio.
6. **Basics.**
 - a. **Practical matters:** restrooms, process monitor (time keeper), break, etc.

- b. **A-ha sheet**—Explained to be used for committee members for key take-a-ways.
 - c. **Parking lot**—Discussion items that time may not allow for, however should be circled back around to.
7. **Motion to Adopt Resolution 2023-01 Supporting application for the WEDC Vibrant Spaces Grant**, by Corridon, seconded by Brooks.

Spranger presented Resolution 2023-01. The amount of \$1.2 million dollars in charitable contributions was questioned and determined to be inaccurate. Corridon made a motion to amend the motion Capital Campaign from \$1.2 million dollars to \$750,000 in charitable contributions to date, Neeley seconded. Motion carried 6-0.
8. **Opening Round** – Surveys from the 2022 Comprehensive Plan update indicated 12% of residents are not engaged with City government. However, communication is important to elected officials and City staff. Introduce yourself and share something specific you would like to do to better communicate with our residents.

Various communication avenues were discussed including, Monthly/Quarterly Newsletters, Timely Website Edits, Email/Text Notifications, Open Houses, and Accessible Meetings including broadcasting live or posting meeting videos after meetings.
9. **Community Recreation**
 - a. Youth Center Operations Update – Interim Youth Director, Angie Olsen provided an update on attendance (25-45 children) and popular activities. Corridon states with the participant numbers as high as they are, the current building is at max capacity.
 - b. **Family Services Discussion**— Discussions occurred at Neeley shared his support to merge the various community efforts focusing on family services and move towards a collision for all generations. Chief Reese supports the idea. Brooks reports his records show around 150 different organizations in the city.
 - c. **Aquatic Center Updates**—Discussions surrounded admission, rates and the goals moving towards the opening of the new aquatic center.
 - d. **Baseball Updates**—Hurtley gave a brief update on the Summer Baseball Program the time commitment of city staff in addition to other duties and without

software to assist staff and coaches. Concerns were mentioned in regards to competing leagues with more time and resources.

- e. **Next Steps (Recreation Coordinator)**—Discussions occurred whether to look into hiring a coordinator to manage the various park endeavors.

10. Open records, open meetings, and conflict of interest 101; questions for Mark (we all need the refresher!)—Attorney Kopp discussed his prepared handouts that were made available in the packet. Kopp stated that the city has been experiencing an increase in records requests which appear to be used as a weapon. Kopp highlighted the need to be consistent with the messaging of open records throughout the City, especially since grey areas are within the state statues. Kopp’s messaging was directed towards being as transparent as possible and reminding staff that personal devices can be subject to open records.

11. **Break.** The committee left the room for a 15 minute break.

12. **Our greatest asset is our staff** (30 minutes)

- a. **Employee requests and Employee Handbook updates**—Sergeant’s goal is to meet with every staff member and go over the Employee Handbook at the next department dead meeting.
- b. **Our Mission**—Sergeant would like to see the City’s mission statement revised and condensed.

13. **ARPA Fund Allocations**—ARPA Funds available include \$569,397. Possible use examples could include: Police Department Generator, Park (Rebuild Playground), Youth Center Feasability Study, 3rd Street Extension, City Hall Generator, Software Conversion, Walking Trail Extensions (Allen Creek – Water to Church or West Side Park to Existing), Cyber Security, EMS IT Upgrades, Building Maintenance/Enhancements, Upper Story Residential Grants, Business Grants, Historic Renovations, PD Squad Car/Equipment.

14. **Check out**

a. **New parking lot items:]**

- Park/Pool Fees
- Reasonable/Consistent Open Records
- Open Records Fees/Costs

- Timesheet Revamp
 - Salary vs Hourly Timesheets
- Administrator Review
- Organization Chart Revision
- Supervisor Review by Employees
- Records Retention Policy

b. **A-ha sheets**—Committee members went around the room to share important take-a-ways from the meeting.

15. **Adjourn.** Made a motion, seconded by to adjourn at 11:54 am. *Motion carried 6-0.*

Leah Hurtley, City Clerk

Library Board Report
February 2023

General Updates

- We offered 140 in-person programs in 2022 with a total attendance of 2,218; we also offered 163 self-directed activities with a total attendance of 4,144.
- Public computer use went of 46.85% from the previous year.
- We had just under 4,000 uses of our wireless internet in 2022.



APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

Application: LD-2022-0318 **Applicant:** Hurley Homes LLC

Parcel 6-27-533.506

February 10, 2023

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: colette.spranger@ci.evansville.wi.gov or 608-882-2263



Figure 1 Approximate Location Map

Location: Lot 6 Stonewood Grove, 642/644 Locust Lane

Description of request: A preliminary and final land division application has been submitted for consideration by the Plan Commission. The request is to divide lot in two through a Certified Survey Map.

Existing Uses: The existing 0.24 acre (10,284 square feet) parcel is under construction with a two-family residence with two separate dwelling units. The two units will share a driveway and have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

Existing Zoning: The lot is zoned R-2. Two family twin residences – i.e. a duplex where both sides are owner occupied – is an use permitted by right in this district.

Proposed Land Division: The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 5,070 square feet and will include the dwelling unit with the address of 644 Locust Lane. Lot 2 will contain the remaining 5,184 square feet with the dwelling unit addressed at 642 Locust Lane. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.

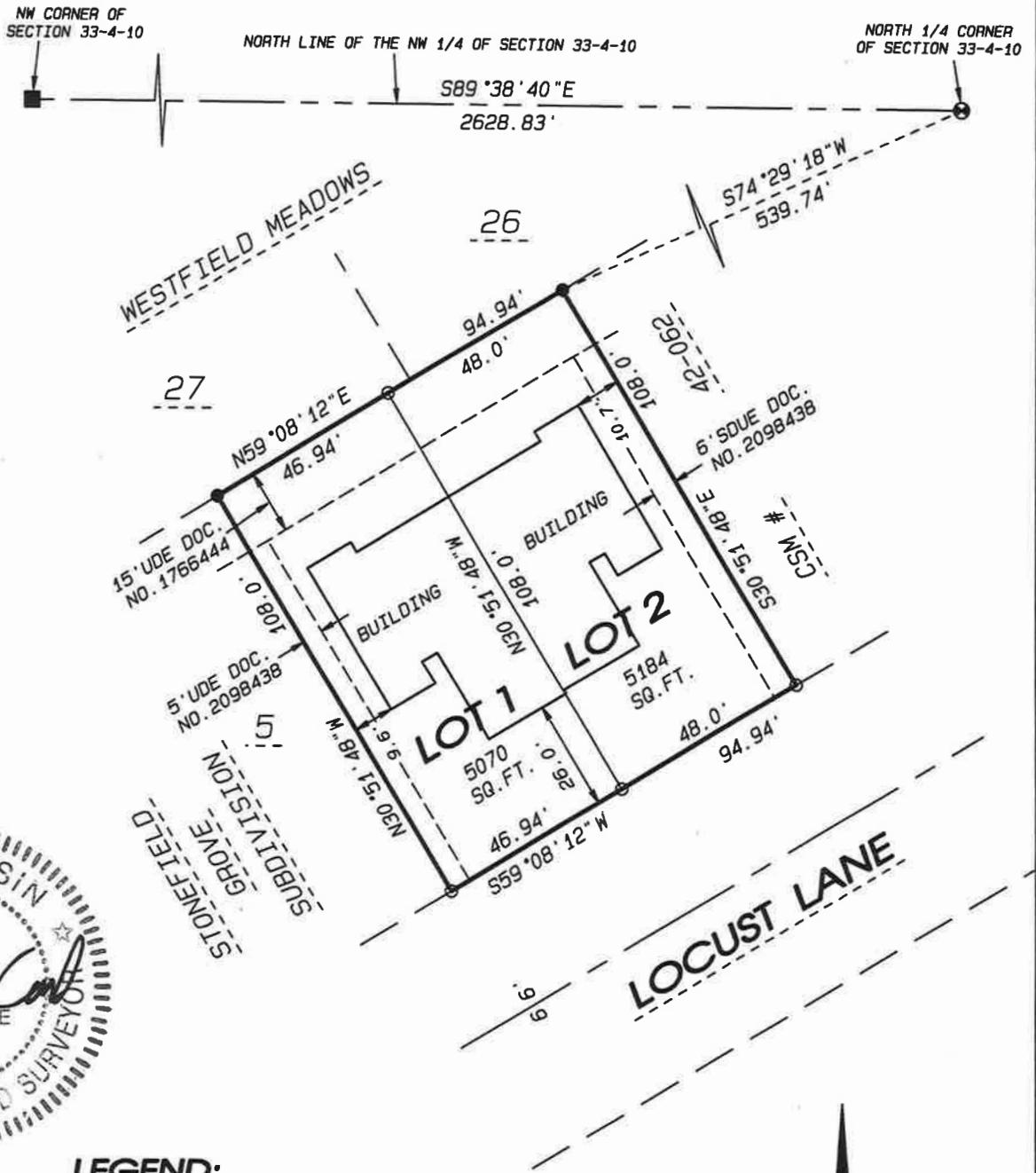
Consistency with the City of Evansville Comprehensive Plan and Municipal Code: The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the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

Plan Commission held a public hearing for the CSM on February 7th. There were no comments. Plan Commission recommended approval of the CSM.

Recommended Motion: *Motion to approve a certified survey map to divide parcel 6-27-533.506 into two lots for a two-family twin residence, located at 642 and 644 Locust Lane, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the CSM and joint cross access and maintenance agreement are recorded for both lots with Rock County Register of Deeds.*

CERTIFIED SURVEY MAP

LOT 6, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. FORMERLY BEING PART OF LOT 30, WESTFIELD MEADOWS.



LEGEND:

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



NOTES:

FIELDWORK COMPLETED OCTOBER 10, 2022.

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



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

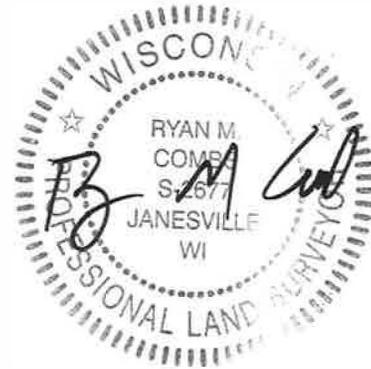
tel: 608 752-0575
 fax: 608 752-0534

CERTIFIED SURVEY MAP

LOT 6, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. FORMERLY BEING A PART OF LOT 30, WESTFIELD MEADOWS.

OWNER'S CERTIFICATE-HURLEY HOMES, LLC.

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



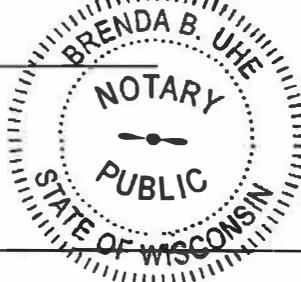
x [Signature]
Noah A. Hurley

x [Signature]
Becky A. Hurley

State of Wisconsin
County of Rock SS. Personally, came before me this 31st day of October, 2022, Noah A. Hurley and Becky A. Hurley to me well known to be the persons who executed the owner's certificate hereon shown and acknowledged the same.

Notary Public, Rock County, Wisconsin [Signature]

My Commission 11-11-27



CITY OF EVANSVILLE APPROVAL

Approved by the City Council this _____ day of _____, 20____.

City Clerk _____

ROCK COUNTY TREASURER'S CERTIFICATE

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

Rock County Treasurer _____

SHEET TWO OF THREE SHEETS
Project No. 122-434 For: HURLEY HOMES

CERTIFIED SURVEY MAP

LOT 6, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE
NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF
EVANSVILLE, ROCK COUNTY, WISCONSIN. FORMERLY BEING A PART OF
LOT 30, WESTFIELD MEADOWS.

SURVEYOR'S CERTIFICATE

State of Wisconsin

County of Rock

SS. I, Ryan M. Combs, a Professional Land

Surveyor, do hereby certify that I have surveyed, divided, and mapped LOT 6,
STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4
OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE,
ROCK COUNTY, WISCONSIN. FORMERLY BEING A PART OF LOT 30,
WESTFIELD MEADOWS. Containing 10254 Sq. Ft. That such map is a correct
representation of all exterior boundaries of the land surveyed and the division of
that land. That I have made such survey, division and map by the direction of
Noah A. Hurley and that I have fully complied with the provisions of Chapter
236.34 of the Wisconsin Statutes in surveying, dividing and mapping the same.

Given under my hand and seal this 20th day of September 2022, at Janesville,
Wisconsin.



RECORDING DATA

No. _____ received for record this _____ day of _____,
20____, at _____ o'clock ____M., and recorded as _____,
of Certified Survey Maps of Rock County, Wisconsin.

Register of Deeds _____

SHEET THREE OF THREE SHEETS

Project No. 122-434 For: HURLEY HOMES

COMBS & ASSOCIATES, INC.-SURVEYING-MAPPING-PLANNING-JANESVILLE, WI

**JOINT CROSS-ACCESS AND
MAINTENANCE AGREEMENT**

Document Number

Document Title

In re:

Lots 1 and 2, of a Certified Survey Map No. _____ recorded _____,
2022, as Document No. _____, in Volume ____ of Certified Survey Maps,
on pages _____, in the office of the Register of Deeds for Rock County,
Wisconsin, being part of Lot 6, Stonewood Grove Subdivision, Section 33,
T.4N., R.10E., of the 4th P.M., City of Evansville, Rock County, Wisconsin.

Recording Area

Name and Return Address

**Attorney Walter E. Shannon
104 West Main St.
Evansville, WI 53536**

222 04701506

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

INFO-PRO® www.infoproforms.com

JOINT CROSS ACCESS
AND MAINTENANCE AGREEMENT

THIS AGREEMENT, is made this 5th day of October, 2022 by HURLEY HOMES, LLC, (“Owner”).

WHEREAS, Hurley Homes, LLC is the owner of the real estate located at 642 and 644 Locust Lane, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. _____ recorded _____, 2022, as Document No. _____, in Volume ____ of Certified Survey Maps, on pages _____, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 6, Stonewood Grove Subdivision, Section 33, T.4N., R.10E., of the 4th P.M., City of Evansville, Rock County, Wisconsin.

(the “Property”), on which a side-by-side zero lot line duplex is located, and

WHEREAS, Owner wishes to establish parameters with regard to the side-by-side zero lot line duplex, and

NOW, THEREFORE, in consideration of the mutual benefits to be obtained, it is agreed as follows:

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit (“Unit Owners”), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. The Unit Owners are equally responsible to maintain the joint driveway from Locust Lane to the garage for their respective unit and agree that they will not block or park in front of the adjoining owner's unit. The cost of maintaining the joint driveway shall be borne equally between the Unit Owners. Neither Unit Owner shall alter or change the joint driveway in any manner, and it shall remain in the same location as when originally erected.
4. In the event of damage or destruction to the common wall, roof where the common wall attaches, and/ or joint driveway from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.
5. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall or joint driveway, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or

all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

6. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property which easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches, and joint driveway.

7. The Unit Owners shall keep all exterior walls of their respective units in good condition and repair at their sole cost and expense. No Unit Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing, etc.).

8. The Unit Owners may install a fence. Any fence between the two units may be placed on the zero-lot line with both Units being equally responsible for the construction and maintenance of the fence.

9. The construction of a detached single-family home is restricted in the event either or both sides of the twin dwelling are destroyed.

10. This Joint Cross Access and Maintenance Agreement shall run with the land and shall not be terminated, amended or otherwise altered without the approval of the Evansville City Council.

11. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Rock County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. In any proceeding with respect to any dispute arising under or to collect any benefits due under this Agreement, the prevailing party in the proceeding shall be entitled to recover the costs of the proceeding and reasonable attorney fees from the other party.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

14. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

EXECUTED as set forth below.

Hurley Homes, LLC, by:

Noah and Rebecca Hurley Revocable Living Trust
dated August 1, 2022, Member, by:

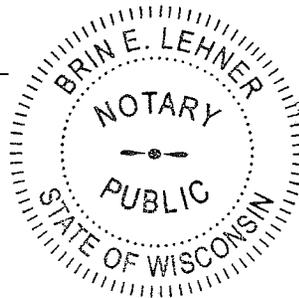
Noah A. Hurley, Trustee
Noah A. Hurley, Trustee
Rebecca A. Hurley, Trustee
Rebecca A. Hurley, Trustee

STATE OF WISCONSIN)
COUNTY OF ROCK)ss

Personally came before me this 5th day of October, 2022, the above named Noah A. Hurley and Rebecca A. Hurley, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Hurley Homes, LLC.

Brin E. Lehner
Notary Public, Rock County, Wis.

My Commission expires: may 28, 2024



This Instrument was drafted by
Attorney Walter Shannon
State Bar No. 1055751
Shannon Law Office, LLC
104 West Main St.
Evansville, WI 53536



APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

Application: LD-2023-0014 **Applicant:** Joe Rohloff

Parcel 6-20-217

February 10, 2023

Prepared by: Colette Spranger, Community Development Director

Direct questions and comments to: colette.spranger@ci.evansville.wi.gov or 608-882-2263



Location: 7538 N Territorial Road, Town of Union

Description of request: An application to create a 3.5 acre (residential lot from its parent parcel, 6-20-217, which is currently 118.5 acres.

Existing Uses: There is an existing residence on the parcel. The remainder of the land is in agricultural use or is otherwise undeveloped.

Proposed Land Division: The CSM will create a 3.5 acre residential parcel, leaving a remaining 115 acres on parcel 6-20-217.

This land division falls within the extraterritorial jurisdiction (ETJ) of the City of Evansville. Within this area, the City places limits on the type of lot that can be created. The intention is to preserve lands that may be suited to develop on City utility services in future years while preserve large tracts of agricultural land in the short term. One of the exceptions to this rule is for property zoned for agricultural use that contains an existing residence. These residences can be separate from the remaining undeveloped land, provided that the remaining land is at least 35 acres in size. The CSM submitted for Plan Commission review tonight meets the requirements set forth in Section 110-230 of the Municipal Code.

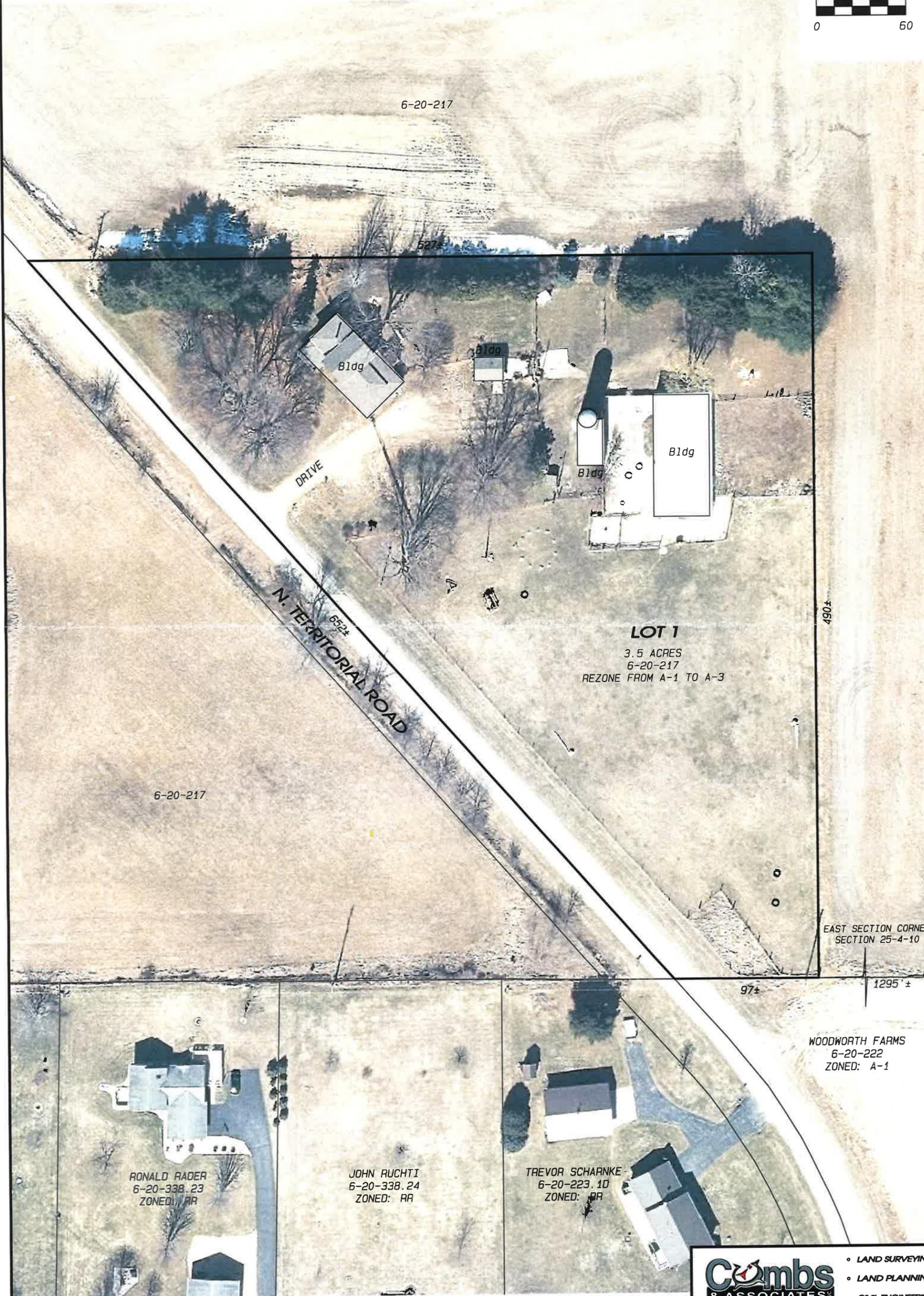
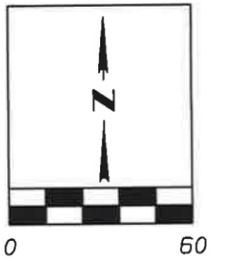
Consistency with the City of Evansville Comprehensive Plan and Municipal Code: The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in the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

Plan Commission held its public hearing for the CSM on February 7th. No comments were presented. Plan Commission voted to recommend approval of the CSM.

Recommended Motion: *Motion to approve the creation of a 3.5 acre residential lot from parcel 6-20-217, a 118.5 acre parcel located at 7538 N. Territorial Road, Town of Union, finding that the application is in the public interest and meets the objectives contained within Sections 110-230 and 110-102(g) of city ordinances, with the condition the final CSM is recorded with Rock County Register of Deeds, and that the application fulfills the other obligations set forth by the Town of Union and Rock County.*

PRELIMINARY CERTIFIED SURVEY MAP

PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25, T.4N., R.10E.
OF THE 4TH P.M. TOWN OF UNION, ROCK COUNTY, WISCONSIN.



LOT 1
3.5 ACRES
6-20-217
REZONE FROM A-1 TO A-3

RONALD RADER
6-20-338.23
ZONED: RR

JOHN RUCHT
6-20-338.24
ZONED: RR

TREVOR SCHARKE
6-20-223.10
ZONED: RR

WOODWORTH FARMS
6-20-222
ZONED: A-1



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

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



APPLICATION FOR FINAL LAND DIVISION – STAFF REPORT

Application No.: LD-2023-0031

Applicant: John Gishnock

Parcel: 6-27-580

Location: near 210 Cemetery Road

February 10, 2023

Prepared by: Colette Spranger Community Development Director

Direct questions and comments to: colette.spranger@ci.evansville.wi.gov or 608-882-2263

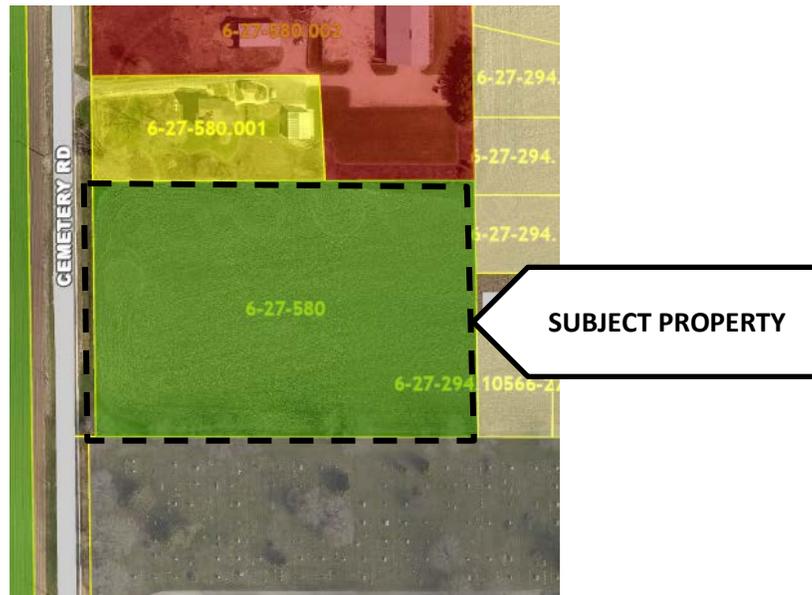


Figure 1 Location Map

Description of request: An application for a final certified survey map on parcel 6-27-580. The preliminary. The land division would create four residential parcels. These lands are in the City, but City services do not yet extend to this location.

Existing and Proposed Uses: The existing land is undeveloped and has been in agricultural use. The applicant received rezoning and preliminary land division approval in May 2022. The lots will be on private well and septic systems, similar to the house to the north on parcel 6-27-580.001. Until improvements are made to bring City utilities and pave the roadway into Capstone Ridge, the four lots will share a driveway to Cemetery Road.

The final CSM presented tonight has a handful of minor changes:

- The street right-of-way is being dedicated to the public now instead of being “reserved” for future City use.
- As a result, lot sizes have been decreased.
- Additionally, the lots have been drawn in a way to enable further subdivision at a future date. Some of these lots may need to be rezoned to R-1 in order to meet zoning bulk

requirements, but this should not be an issue. (A planning note: this would be a rare case of upzoning – or zoning to a more restrictive district – that would actually enable greater housing density.)

Plan Commission reviewed the final CSM and voted at its February 7th meeting to recommend that Common Council approve it.

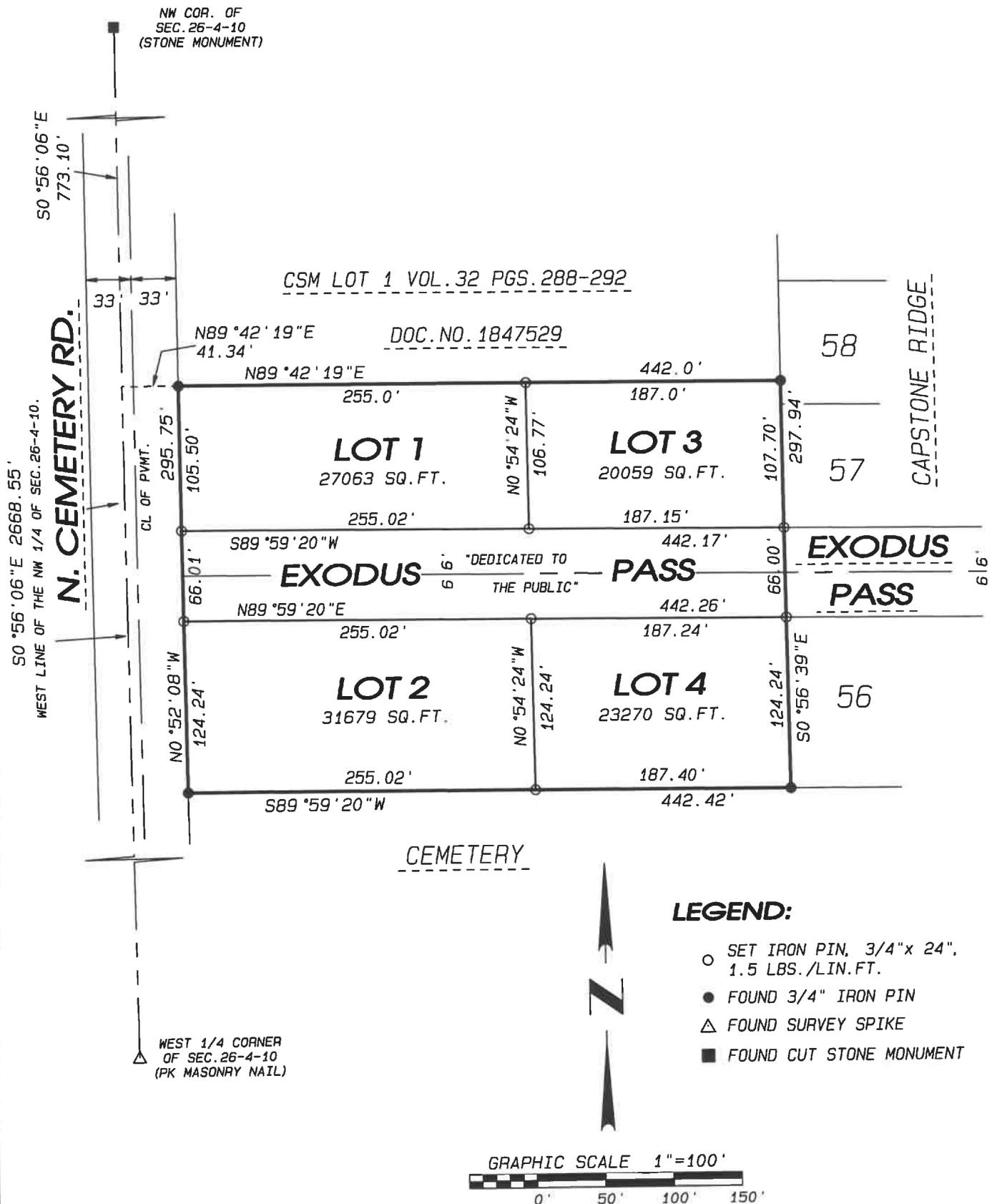
Recommended motion:

Motion to approve a final certified survey map to divide parcel 6-27-580 into four lots, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, subject to the following conditions:

- a. Private well and septic systems will be sited and will conform to standards set by the State of Wisconsin.
- b. One well and one septic system will be allowed per lot created by this CSM.
- c. Further division of any lot created by this CSM is contingent upon serviceability by City utilities. Future lots created will conform to the standards of Chapter 130 of the Evansville Municipal Code.
- d. Upon development of Exodus Pass:
 - i. The City shall give the landowner 48 months notice to connect to City sanitary sewers. Upon abandonment of the septic system, the tanks shall be remediated per Sec 126-360 and 126-361 of the Municipal Code
 - ii. The landowner will install sidewalks and driveways meeting the standards of the Municipal Code.
- e. The final CSM is recorded with Rock County Register of Deeds.

CERTIFIED SURVEY MAP

LOT 2 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 32, PAGES 288 THRU 292 OF CERTIFIED SURVEY MAPS OF ROCK COUNTY, WISCONSIN, AS DOCUMENT NO. 1847529 AND LOCATED IN NW 1/4 OF THE NW 1/4 OF SECTION 26, T.4N., R. 10E, OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. (FORMERLY BEING PART OF OUTLOT 17, SHEET 6, ASSESSOR'S PLAT OF THE CITY OF EVANSVILLE.)



NOTES:

FIELDWORK COMPLETED AUGUST 24, 2022.

ASSUMED S0°56'06"E ALONG THE WEST LINE OF THE NW 1/4 OF SECTION 26-4-10.

Project No. 122 - 059 For: GISHNOCK SHEET 1 OF 4 SHEETS

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

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

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	3390	MCELROY, SCOTT	REFUND OVERPAYMENT ON BUDGET PLAN	23-4220-01	01/27/2023	215.00	49601	.00	0	
01-1000130	UTILITY CASH CLEARING	5748	WORTHINGTON AG PARTS	REFUND-OVERPAY UTILITY BILL	REFUND-12	01/06/2023	293.10	49449	.00	0	
01-1000130	UTILITY CASH CLEARING	1450	R M BERG GEN CONTRAC	REFUND W&L OVERPAYMENT	REFUND-56	01/27/2023	37.60	49610	.00	0	
01-1000130	UTILITY CASH CLEARING	1450	R M BERG GEN CONTRAC	REFUND W&L OVERPAYMENT	REFUND-56	01/27/2023	37.60	49610	.00	0	
01-1000130	UTILITY CASH CLEARING	1450	R M BERG GEN CONTRAC	REFUND W&L OVERPAYMENT	REFUND-71	01/27/2023	56.01	49610	.00	0	
01-1000130	UTILITY CASH CLEARING	9431	GROVE PARTNERS LLC	REFUND W&L OVERPAYMENT-5 MAPLE ST	REFUND-W&	01/06/2023	58.66	49413	.00	0	
01-1000130	UTILITY CASH CLEARING	9431	GROVE PARTNERS LLC	REFUND W&L OVERPAYMENT-#297054	REFUND-W&	01/06/2023	18.62	49413	.00	0	
01-1000130	UTILITY CASH CLEARING	922021	KORFMACHER, KRISTA	REIMB UTILITY	25-1381-00	01/27/2023	123.11	49598	.00	0	
01-1000130	UTILITY CASH CLEARING	922200	FORWARD INVESTMENT P	REFUND LANDLORD-30 COUNTRYSIDE#8	REFUND-W&	01/06/2023	66.58	49410	.00	0	
01-1000130	UTILITY CASH CLEARING	922200	FORWARD INVESTMENT P	REFUND LANDLORD-20 COUNTRYSIDE#1	REFUND-W&	01/06/2023	69.63	49410	.00	0	
01-1000130	UTILITY CASH CLEARING	922200	FORWARD INVESTMENT P	REFUND LANDLORD-20 COUNTRYSIDE#4	REFUND-W&	01/06/2023	16.67	49410	.00	0	
01-1000130	UTILITY CASH CLEARING	922430	HURLEY HOMES LLC	REFUND W&L OVER PAYMENT	29-7029-00	01/27/2023	68.74	49594	.00	0	
01-1000130	UTILITY CASH CLEARING	922430	HURLEY HOMES LLC	REFUND W&L OVER PAYMENT	REFUND-29	01/06/2023	67.14	49415	.00	0	
01-1000130	UTILITY CASH CLEARING	922705	HURLEY, NOAH & BECKY	REFUND W&L OVERPAYMENT FOR 25107517	2022-12	01/06/2023	9.20	49416	.00	0	
01-1000130	UTILITY CASH CLEARING	922779	MC COY BROS	REFUND-OVERPAYMENT UTILITY BILL	REFUND-01	01/06/2023	379.34	49424	.00	0	
01-1000130	UTILITY CASH CLEARING	922796	LORI LARSON	REFUND-W&L OVERPAYMENT	REFUND-W&	01/06/2023	70.42	49422	.00	0	
01-1000130	UTILITY CASH CLEARING	922804	CARTEN BALKE	REIMB UTILITY	16-1206-13	01/27/2023	38.54	49578	.00	0	
01-1000130	UTILITY CASH CLEARING	922805	NICHOLAS STEINBERG	REIMB UTILITY	16-1214-17	01/27/2023	23.54	49606	.00	0	
01-1000130	UTILITY CASH CLEARING	922806	RICHARD & DEBORAH VE	REIMB UTILITY	17-3070-00	01/27/2023	255.98	49612	.00	0	
01-1000130	UTILITY CASH CLEARING	922807	BRIAN LAWRENCE	REIMB UTILITY	23-1960-01	01/27/2023	214.94	49576	.00	0	
01-1000130	UTILITY CASH CLEARING	922808	THOMAS & BETH MICHEL	REIMB UTILITY	25-4290-01	01/27/2023	272.29	49620	.00	0	
Total 011000130:							2,392.71		.00		
10-1650000	PREPAYMENTS	1850	COMPUTER KNOW HOW L	PREPAID SERVICE HOURS-20	38222	01/06/2023	2,000.00	49398	.00	0	
10-1650000	PREPAYMENTS	1850	COMPUTER KNOW HOW L	PREPAID SERVICE HOURS-20	38298	01/27/2023	2,000.00	49581	.00	0	
Total 101650000:							4,000.00		.00		
10-1650020	PREPAID POSTAGE	2763	QUADIENT FINANCE USA I	PRPAID POSTAGE	5090-1222	01/20/2023	600.00	49555	.00	0	
Total 101650020:							600.00		.00		
10-2127511	465 W MAIN STREET COSTS	1885	CONSIGNY LAW FIRM SC	ATTY FEES-465 WEST MAIN ST	56168	01/06/2023	46.50	49399	.00	0	
Total 102127511:							46.50		.00		
10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period:							

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
				1/13/2023	PR0113231	01/27/2023	11,939.09	20131983	.00	0	
10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 12/30/2022	PR1230221	01/13/2023	10,240.50	20131974	.00	0	
Total 102131100:							22,179.59		.00		
10-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 12/30/2022	PR1230221	01/13/2023	4,518.14	20131976	.00	0	
10-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 1/13/2023	PR0113231	01/27/2023	5,058.76	20131988	.00	0	
Total 102131200:							9,576.90		.00		
10-2132100	SAVINGS BONDS DEDUCTION	1998	DELTA DENTAL OF WISCO	ADJUSTMENT- C.K.	PR 011923 A	01/20/2023	149.15-	49542	.00	0	
Total 102132100:							149.15-		.00		
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH ADJUSTMENT J.P.	PR011923	01/27/2023	174.12-	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS ADJUSTMENT T.F.	PR123022 A	01/27/2023	69.64-	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS ADJUSTMENT S.D.	PR 123022 A	01/27/2023	62.56	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	ROUNDING ADJUSTMENT	PR 123022 A	01/27/2023	.02-	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP RETIREE HEALTH CARE PAYMENTS Pay Period: 12/30/2022	PR1230221	01/27/2023	2,025.50	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 12/30/2022	PR1230221	01/27/2023	545.60	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 12/30/2022	PR1230221	01/27/2023	3,359.07	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 12/30/2022	PR1230221	01/27/2023	3,726.70	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 12/30/2022	PR1230221	01/27/2023	24,672.00	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 12/16/2022	PR1216221	01/27/2023	24,672.00	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 12/16/2022	PR1216221	01/27/2023	545.60	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 12/16/2022	PR1216221	01/27/2023	3,359.07	20131989	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 12/16/2022	PR1216221	01/27/2023	3,726.70	20131989	.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 102132110:							66,451.02		.00		
10-2132120	DENTAL INSURANCE	1998	DELTA DENTAL OF WISCO	DENTAL INS DED/EXP DENTAL INSURANCE Employer Pay Period: 12/30/2022	PR1230221	01/20/2023	4,210.29	49542	.00	0	
Total 102132120:							4,210.29		.00		
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/16/2022	PR1216220	01/27/2023	5,884.93	20131992	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/16/2022	PR1216220	01/27/2023	6,683.57	20131992	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/16/2022	PR1216220	01/27/2023	6,683.57	20131992	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/16/2022	PR1216220	01/27/2023	3,177.07	20131992	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 12/2/2022	PR1202220	01/27/2023	62.47	20131992	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/2/2022	PR1202220	01/27/2023	5,417.78	20131992	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 12/2/2022	PR1202220	01/27/2023	5,417.78	20131992	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/2/2022	PR1202220	01/27/2023	2,518.01	20131992	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 12/2/2022	PR1202220	01/27/2023	4,664.16	20131992	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 12/2/2022	PR1202220	01/27/2023	62.47	20131992	.00	0	
Total 102132130:							40,571.81		.00		
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/13/2023	PR0113231	01/27/2023	8,389.05	20131983	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/13/2023	PR0113231	01/27/2023	7,441.84	20131983	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/13/2023	PR0113231	01/27/2023	1,740.44	20131983	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/13/2023	PR0113231	01/27/2023	1,740.44	20131983	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 12/30/2022	PR1230221	01/13/2023	7,299.02	20131974	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 12/30/2022	PR1230221	01/13/2023	6,489.70	20131974	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/30/2022	PR1230221	01/13/2023	1,517.76	20131974	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/30/2022	PR1230221	01/13/2023	1,517.76	20131974	.00	0	
Total 102133100:							36,136.01		.00		

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 12/30/2022	PR1230223	01/27/2023	413.45	49616	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 12/30/2022	PR1230223	01/27/2023	824.66	49616	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT-C.K.	PR01192023	01/27/2023	73.94	49616	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT-O.L.	PR 011923 A	01/27/2023	.16-	49616	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT-ROUNDING	PR 011923 A	01/27/2023	.01-	49616	.00	0	
Total 102134300:							1,311.88		.00		
10-2136100	UNION DUES DEDUCTIONS	5603	WI PROFESSIONAL POLIC	UNION DUES POLICE UNION DUES- POLICE Pay Period: 12/30/2022	PR1230221	01/06/2023	344.00	49447	.00	0	
Total 102136100:							344.00		.00		
10-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 12/30/2022	PR1230222	01/13/2023	1,141.99	20131977	.00	0	
10-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 1/13/2023	PR0113232	01/27/2023	1,141.99	20131990	.00	0	
Total 102137000:							2,283.98		.00		
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 12/30/2022	PR1230221	01/13/2023	1,502.30	20131975	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT	POLICE/VIBA DEFERRED - SBG - AMOUNT Pay Period: 1/13/2023	PR0113230	01/27/2023	400.00	20131985	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 1/13/2023	PR0113231	01/27/2023	1,692.77	20131985	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2855	VANTAGEPOINT TRANS A	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 1/13/2023	PR0113231	01/27/2023	250.00	20131987	.00	0	
Total 102138000:							3,845.07		.00		
10-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 1/13/2023	PR0113231	01/27/2023	12.42	20131979	.00	0	
10-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 12/30/2022	PR1230221	01/27/2023	12.42	20131979	.00	0	
Total 102140000:							24.84		.00		
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC Pay Period: 1/13/2023	PR0113231	01/27/2023	28.27	20131979	.00	0	
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC MEDICAL Pay Period: 12/30/2022	PR1230221	01/27/2023	28.28	20131979	.00	0	
Total 102141000:							56.55		.00		

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
10-2142000	EMPLOYEES REIMBUR AFLAC	921882	MEGAN KLOECKNER	REIMB-AFLAC DEPENDENT CARE	2022-120120	01/06/2023	1,295.00	49425	.00	0	
10-2142000	EMPLOYEES REIMBUR AFLAC	922002	KERRY LINDROTH	REIMB-AFLAC DEPENDENT/DENTAL	2022-121420	01/06/2023	900.00	49421	.00	0	
Total 102142000:							2,195.00		.00		
10-2161100	COUNTY & STATE TAXES	4320	ROCK COUNTY TREASUR	TAX SETTLEMENT	011723	01/27/2023	516,323.46	20131984	.00	0	
Total 102161100:							516,323.46		.00		
10-2171100	SCHOOL DISTRICT TAXES	2260	EVANSVILLE SCHOOL DIS	TAX SETTLEMENT	011723-2	01/27/2023	1,020,259.38	20131982	.00	0	
Total 102171100:							1,020,259.38		.00		
10-2172100	VOCATIONAL DISTRICT TAXE	1480	BLACKHAWK TECHNICAL	TAX SETTLEMENT	011723-3	01/27/2023	101,964.17	20131980	.00	0	
Total 102172100:							101,964.17		.00		
10-44122-510	MISC LICENSES (SUNDRY)	5725	WI DEPT WORKFORCE DE	WORK PERMIT-DEC	20230053	01/27/2023	22.50	49629	.00	0	
Total 1044122510:							22.50		.00		
10-46420-530	REF/RECYC SPEC CHARGE R	1925	COUNTRYSIDE APARTME	REFUND REFUSE PICK UP	012523-1	01/27/2023	122.80	49582	.00	0	
Total 1046420530:							122.80		.00		
10-48900-550	MISC REVENUE (GF)	2525	FISCHER, TIMOTHY	REIMB-PAYROLL DEDUCTION	REIMBURSE	01/06/2023	100.00	49409	.00	0	
Total 1048900550:							100.00		.00		
10-51010-300	COUNCIL EXPENSES & SUPPL	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-COUNCIL	IN14014606	01/13/2023	15.02	49508	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-COUNCIL	IN14051651	01/20/2023	42.27	49545	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	922322	BEL KAY INVESTMENTS	SHARED SPACE 8 HOURS	2023-01	01/27/2023	135.00	49574	.00	0	
Total 1051010300:							192.29		.00		
10-51020-300	MAYOR EXPENSES	2239	CREEKSIDE PLACE INC	LARGE ROOM RENTAL-12162022	180249	01/20/2023	607.50	49540	.00	0	
10-51020-300	MAYOR EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-MAYOR	IN14014606	01/13/2023	1.51	49508	.00	0	
Total 1051020300:							609.01		.00		
10-51030-251	COURT IT MAINT & REPAIR	4965	TITAN PUBLIC SAFETY SO	TIPSS TraCS COURTS ANNUAL SYS SUP	5496	01/20/2023	5,304.00	49561	.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 1051030251:							5,304.00		.00		
10-51030-281	MUNI COURT FINES/ASSESS	4700	ST OF WIS CONTROLLER'	COURT FINES/ASSESS-DEC	2022-12	01/06/2023	1,076.60	49438	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	4320	ROCK COUNTY TREASUR	COURT FINES/ASSESS-DEC	2022-12 CO	01/06/2023	461.00	49436	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	4320	ROCK COUNTY TREASUR	COURT FINES/ASSESS-DEC	2022-12 CO	01/06/2023	70.00	49436	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	922628	KAETHER, MAX	REDIRECTED RESTITUTION	2022-12	01/06/2023	20.00	49420	.00	0	
Total 1051030281:							1,627.60		.00		
10-51030-300	MUNICIPAL COURT EXPENSE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-MUNI COURT	IN14014606	01/13/2023	.55	49508	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-MUNI COURT	IN14051651	01/20/2023	2.37	49545	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	CC-AMAZON-T. ALISANKUS-OFFICE SUPPLIES	6004-1205	01/27/2023	46.98	20131986	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-MC	0554360838-	01/20/2023	2.69	49564	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	1090	AT&T	MONTHLY AT&T CHARGES-MUNI COURT	6088822281	01/13/2023	7.44	49493	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	1090	AT&T	MONTHLY AT&T CHARGES-MUNI COURT	6088822281-	01/13/2023	11.02	49493	.00	0	
Total 1051030300:							71.05		.00		
10-51040-210	LEGAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-GENERAL FUND	56168	01/06/2023	1,526.75	49399	.00	0	
Total 1051040210:							1,526.75		.00		
10-51040-215	LEGAL SERVICES MUNI COUR	1885	CONSIGNY LAW FIRM SC	ATTY FEES-COURT	56168	01/06/2023	162.00	49399	.00	0	
Total 1051040215:							162.00		.00		
10-51090-210	ACCOUNTING/AUDITING	3028	KEY BENEFIT CONCEPTS	POST EMPLOYMENT - ALTERNATIVE MEASUREMENT METHOD VALUATION	2262268	01/27/2023	3,273.38	49597	.00	0	
Total 1051090210:							3,273.38		.00		
10-51100-210	ASSESSOR SERVICES	1220	ASSOCIATED APPRAISAL	PROFESSIONAL SERVICES-DEC	166076	01/06/2023	1,826.57	49387	.00	0	
Total 1051100210:							1,826.57		.00		
10-51110-110	FINANCE SALARY	5135	JUDY WALTON	SPECIAL ASSESSMENT TAX ROLL ASSISTANCE	01252023	01/27/2023	500.00	49596	.00	0	
10-51110-110	FINANCE SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102774	01/06/2023	331.20	49441	.00	0	
10-51110-110	FINANCE SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102935	01/06/2023	334.80	49441	.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
10-51110-110	FINANCE SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103250	01/13/2023	421.20	49524	.00	0	
10-51110-110	FINANCE SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103401	01/20/2023	356.40	49563	.00	0	
10-51110-110	FINANCE SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103567	01/27/2023	129.60	49622	.00	0	
Total 1051110110:							2,073.20		.00		
10-51110-180	RECOGNITION PROGRAM	6002	WRIGHT WORLD SPORTS	CITY HALL REPREVE VEST	2350	01/20/2023	443.00	49565	.00	0	
Total 1051110180:							443.00		.00		
10-51110-210	FINANCE PROFESSIONAL SE	9017	US BANK	CC-INDEED-M.CRANS-JOB POSTING	0981-122622	01/27/2023	334.80	20131986	.00	0	
10-51110-210	FINANCE PROFESSIONAL SE	9017	US BANK	CC-INDEED-M.CRANS-JOB POSTING	0981-122622	01/27/2023	334.80	20131986	.00	0	
Total 1051110210:							669.60		.00		
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-CLERK/FINANCE	IN14014606	01/13/2023	68.76	49508	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ADMIN/FIN DIR	IN14014606	01/13/2023	2.75	49508	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ADMIN/FIN DIR	IN14014606	01/13/2023	175.50	49508	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-CLERK/FINANCE	IN14051651	01/20/2023	7.57	49545	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ADMIN/FIN DIR	IN14051651	01/20/2023	.75	49545	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ADMIN/FIN DIR	IN14051651	01/20/2023	54.24	49545	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	ROUNDING ISSUE	IN14051651	01/20/2023	.01	49545	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	ROUNDING ISSUE	883036-00-1	01/13/2023	.01	49508	.00	0	
Total 1051110250:							309.59		.00		
10-51110-251	FINANCE - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BATTERY BACKUP-FINANCE	010623	01/13/2023	54.82	49500	.00	0	
10-51110-251	FINANCE - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	ROUNDING ISSUE	010623-1	01/13/2023	.01	49500	.00	0	
Total 1051110251:							54.81		.00		
10-51110-252	FINANCE- IT EQUIP	1850	COMPUTER KNOW HOW L	LENOVO THINKPAD/WINDOWS 10 PRO/DOCKING STATION	38175	01/06/2023	759.00	49398	.00	0	
10-51110-252	FINANCE- IT EQUIP	1850	COMPUTER KNOW HOW L	COMPUTER SUPPORT-REPLACE HARD DR DEP CLERK COMPUTER	38239	01/06/2023	1,468.00	49398	.00	0	
Total 1051110252:							2,227.00		.00		
10-51110-290	FINANCE PUBLISHING CONTR	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	701	01/27/2023	675.00	49618	.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 1051110290:							675.00		.00		
10-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	CC - DOLLAR GENERAL	6123-120522	01/27/2023	17.95	20131986	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	CC-ROCK N ROLLZ-D. ROBERTS- EMPLOYEE LUNCH	2200-120722	01/27/2023	86.89	20131986	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL- CALENDARS/FILE FOLDERS/SMALL HOOKS/CORK RAILS	1646146658	01/13/2023	778.24	49520	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	9310	UNITED MAILING SERVICE	MAIL PROCESSING FEES-TAX BILLS	202202	01/13/2023	1,517.58	49527	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	3956	PROFESSIONAL BUSINES	BUSINESS CARDS CITY HALL	118457	01/27/2023	826.79	49608	.00	0	
Total 1051110310:							3,227.45		.00		
10-51110-330	FINANCE PROFESSIONAL DE	2151	EHLERS PUBLIC FINANCE	PUBLIC FINANCE SEMINAR	WPFS22-012	01/27/2023	855.00	49587	.00	0	
10-51110-330	FINANCE PROFESSIONAL DE	5530	WI MUNICIPAL CLERKS AS	ANNUAL WMCA DUES-CLERK/DEP CLERK	2023 - LH &	01/06/2023	130.00	49382	.00	0	
Total 1051110330:							985.00		.00		
10-51110-361	FINANCE COMMUNICATIONS	1240	THRYV	YEL PAGES DIR ADVERTISING- ADMIN/FIN DIR	800370190-0	01/27/2023	29.00	49621	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	9017	US BANK	CC - VEHICLE DIAGNOSTIC FEE	6123-121622	01/27/2023	8.00	20131986	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES- FINANCE	3688579	01/27/2023	334.48	49568	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES- FINANCE	3672938	01/06/2023	334.48	49384	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES- ROUNDING	3672938	01/06/2023	.01-	49384	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	33086038	01/06/2023	259.41	49412	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	33086038	01/06/2023	.02-	49412	.00	0	
Total 1051110361:							965.34		.00		
10-51120-355	MUNICIPAL BUILDINGS	1230	ARAMARK	BIWEEKLY RUG SERVICE-CITY HALL	6140094215	01/06/2023	58.07	49386	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1230	ARAMARK	MONTHLY RUG SERVICE-CITY HALL	6140101905	01/06/2023	58.07	49386	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1230	ARAMARK	BIWEEKLY RUG SERVICE-CITY HALL	6140111979	01/20/2023	58.25	49534	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	5160	CITY OF EVANSVILLE	ELEC/WATER-CITY HALL	2023-01 W&	01/27/2023	830.09	20131981	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	5600	WE ENERGIES	MONTHLY GAS SERVICE-CITY HALL/MUNI COURT	00002-1222	01/06/2023	787.51	49445	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1090	AT&T	MONTHLY AT&T CHARGES- MUNICIPAL	6088822281	01/13/2023	7.44	49493	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1090	AT&T	MONTHLY AT&T CHARGES- MUNICIPAL	6088822281-	01/13/2023	11.02	49493	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	4132	RIGHT ANGLE COMMUNIC	SERVICE CALL FOR TOWN HALL	3938	01/27/2023	1,119.00	49613	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	4132	RIGHT ANGLE COMMUNIC	CITY HALL-PANIC BUTTONS	3886	01/06/2023	1,504.00	49435	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1940	CULLIGAN / COMPLETE W	COOLER RENTAL	1009549	01/06/2023	8.00	49400	.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
10-51120-355	MUNICIPAL BUILDINGS	1940	CULLIGAN / COMPLETE W	BOTTLED WATER	0186450	01/13/2023	16.00	49503	.00	0	
Total 1051120355:							4,457.45		.00		
10-51140-251	SOFTWARE MAINT AGREEME	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE-GENERAL	CVC22717	01/06/2023	2,867.70	49397	.00	0	
Total 1051140251:							2,867.70		.00		
10-51140-285	DOG & CAT EXPENSE	4259	HUMANE SOCIETY OF SO	ANIMAL R&B / PICK UP CHARGE	2022-12	01/27/2023	308.33	49593	.00	0	
10-51140-285	DOG & CAT EXPENSE	4259	HUMANE SOCIETY OF SO	ANIMAL R&B / PICK UP CHARGE	198	01/27/2023	308.33	49592	.00	0	
Total 1051140285:							616.66		.00		
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC - P. REESE IACP	2472-112922	01/27/2023	190.00	20131986	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-WI DEPT OF JUSTICE-EPD	2472-120822	01/27/2023	28.00	20131986	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-WI DEPT OF JUSTICE-EPD	2472-121222	01/27/2023	7.00	20131986	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-WI DEPT OF JUSTICE-EPD	7376-120222	01/27/2023	7.00	20131986	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-WI DEPT OF JUSTICE-EPD	7376-120522	01/27/2023	14.00	20131986	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-WI DEPT OF JUSTICE-EPD	7376-121422	01/27/2023	7.00	20131986	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-WI DEPT OF JUSTICE-EPD	7376-121322	01/27/2023	7.00	20131986	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-WI DEPT OF JUSTICE-EPD	7376-121922	01/27/2023	7.00	20131986	.00	0	
10-52200-210	PROFESSIONAL SERVICES	5603	WI PROFESSIONAL POLIC	PROFESSIONAL MEMBERSHIP - P. REESE	4142	01/13/2023	264.00	49530	.00	0	
10-52200-210	PROFESSIONAL SERVICES	4107	TRANS UNION LLC	CREDIT CHECK-POLICE	12213588	01/13/2023	127.05	49523	.00	0	
10-52200-210	PROFESSIONAL SERVICES	4107	TRANS UNION LLC	WATCH REMITTANCE ADDRESSES	5729311-202	01/06/2023	133.00	49440	.00	0	
10-52200-210	PROFESSIONAL SERVICES	3532	MOTOROLA SOLUTIONS I	EVIDENCE LIBRARY FOR PD	1411001903	01/13/2023	61.35	49512	.00	0	
Total 1052200210:							852.40		.00		
10-52200-251	POLICE - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-PD	010623	01/13/2023	149.00	49500	.00	0	
10-52200-251	POLICE - IT MAINT & REPAIR	6800	ROCK CO I.T. DEPT	NETMOTION DEVICE LICENSE MNT-EPD	AR218166	01/27/2023	428.40	49614	.00	0	
10-52200-251	POLICE - IT MAINT & REPAIR	6800	ROCK CO I.T. DEPT	NETMOTION DEVICE LICENSE MNT-EPD	AR218187	01/27/2023	1,195.00	49614	.00	0	
Total 1052200251:							1,772.40		.00		
10-52200-260	ACCREDITATION	9017	US BANK	CC - DOLLAR GENERAL FOOD	7376-113022	01/27/2023	25.75	20131986	.00	0	
10-52200-260	ACCREDITATION	9017	US BANK	CC-ROCK N ROLLZ-EPD	7376-120122	01/27/2023	109.16	20131986	.00	0	
10-52200-260	ACCREDITATION	9179	CUSTOM SERVICE INFOR	ANNUAL POLICY UPDATE SERVICE PROVIDED	2023-0103	01/06/2023	550.00	49401	.00	0	
10-52200-260	ACCREDITATION	1970	DEER CREEK TECHNOLO	EQUIP-DOCUMENT MANAGEMENT SOFTWARE 13 USERS	2023-242	01/20/2023	250.00	49541	.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 1052200260:							934.91		.00		
10-52200-310	POLICE OFFICE SUPPLIES	1060	EVANSVILLE HARDWARE	PD SUPPLIES-BATTERIES	200248-1199	01/13/2023	31.98	49506	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	1230	ARAMARK	BIWEEKLY RUG SERVICE-PD	6140101903	01/13/2023	30.36	49492	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-POLICE DEPT	IN14014606	01/13/2023	.24	49508	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-EMS	IN14014606	01/13/2023	2.11	49508	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-POLICE DEPT	IN14051651	01/20/2023	.05	49545	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-PUBLIC SAFETY	IN14051651	01/20/2023	6.81	49545	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	3980	QUILL CORPORATION	EPD SUPPLIES	29414197	01/06/2023	54.47	49434	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-P. REESE- CLEANING SUPPLIES	2472-120522	01/27/2023	27.63	20131986	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-P. REESE-TONER CARTRIDGE SET	2472-121922	01/27/2023	238.00	20131986	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	1778	CINTAS CORP	RESTOCK 1ST AID-EPD	8406032847	01/13/2023	62.31	49498	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	1778	CINTAS CORP	RESTOCK 1ST AID-EPD	8406069336	01/27/2023	262.35	49580	.00	0	
Total 1052200310:							716.31		.00		
10-52200-330	POLICE PROFESSIONAL DEV	2553	FOX VALLEY TECH COLLE	TRAINING-EVOC IN-SERVICE FOR GEO'S 200152823 & 200152824	700161960	01/06/2023	295.00	49411	.00	0	
10-52200-330	POLICE PROFESSIONAL DEV	2553	FOX VALLEY TECH COLLE	TRAINING-EVOC IN-SERVICE FOR GEO'S 200152823 & 200152824	700255568	01/06/2023	295.00	49411	.00	0	
Total 1052200330:							590.00		.00		
10-52200-331	POLICE AMMUNITION	9017	US BANK	CC-BULK MUNITIONS-EPD	7376-121522	01/27/2023	801.56	20131986	.00	0	
Total 1052200331:							801.56		.00		
10-52200-340	POLICE EQUIPMENT	1060	EVANSVILLE HARDWARE	PD SUPPLIES-BRUSH/ICE SCRAPER	200248-1200	01/13/2023	44.97	49506	.00	0	
Total 1052200340:							44.97		.00		
10-52200-343	POLICE VEHICLE FUEL	5060	ALCIVIA	EPD DEC GAS	1601846-012	01/20/2023	1,217.26	49533	.00	0	
Total 1052200343:							1,217.26		.00		
10-52200-350	POLICE EQUIP MAINTENANCE	2630	GENERAL COMMUNICATI	EPD-SOUNDOFF 100J SERIES COMPOSITE SIREN SPEAKER	315215	01/27/2023	329.00	49590	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	2630	GENERAL COMMUNICATI	EPD-REPLACE SIDE MIRROR ON 2022 FORD UTILITY	315214	01/27/2023	75.00	49590	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	5518	DAVE WICKSTRUM	REIMB-KAYSER MIRROR	2023-01	01/27/2023	317.62	49584	.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
10-52200-350	POLICE EQUIP MAINTENANCE	3751	PAPA DUKES-WHO'S CRAZ	PD-VEHICLE WASHES	2022-12	01/06/2023	66.00	49431	.00	0	
Total 1052200350:							787.62		.00		
10-52200-355	POLICE BLDG MAINT	1230	ARAMARK	MONTHLY RUG SERVICE-PD	6140094206	01/06/2023	30.36	49386	.00	0	
10-52200-355	POLICE BLDG MAINT	1230	ARAMARK	MONTHLY RUG SERVICE-PD	6140111975	01/27/2023	30.36	49573	.00	0	
Total 1052200355:							60.72		.00		
10-52200-360	POLICE BLDG UTILITIES EXPE	5160	CITY OF EVANSVILLE	ELEC/WATER-EPD	2023-01 W&	01/27/2023	482.39	20131981	.00	0	
10-52200-360	POLICE BLDG UTILITIES EXPE	5600	WE ENERGIES	MONTHLY GAS SERVICE-PD	00005-1222	01/06/2023	441.34	49445	.00	0	
10-52200-360	POLICE BLDG UTILITIES EXPE	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM POLICE	0914222010	01/13/2023	199.95	49497	.00	0	
Total 1052200360:							1,123.68		.00		
10-52200-361	POLICE COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- POLICE DEPT	0554045443	01/20/2023	443.90	49564	.00	0	
10-52200-361	POLICE COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES- POLICE	3688579	01/27/2023	297.81	49568	.00	0	
10-52200-361	POLICE COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES- POLICE	3672938	01/06/2023	297.81	49384	.00	0	
10-52200-361	POLICE COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	33086038	01/06/2023	303.83	49412	.00	0	
Total 1052200361:							1,343.35		.00		
10-52200-380	POLICE BODY ARMOR	9017	US BANK	CC-EBAY-P. REESE PASSENGER HEADREST	2472-120722	01/27/2023	77.02	20131986	.00	0	
Total 1052200380:							77.02		.00		
10-52200-390	POLICE MISCELLANIOUS	9017	US BANK	CC-AMAZON-P. REESE-WOODEN CHRISTMAS ORNAMENTS	2472-120622	01/27/2023	13.49	20131986	.00	0	
Total 1052200390:							13.49		.00		
10-52210-210	FIRE DISTRICT CONTRIBUTIO	2280	EVANSVILLE COMMUNITY	CITY OF EVANSVILLE BUDGET SHARE, 35% OF \$286612.67	EVL-23A	01/06/2023	100,314.43	49407	.00	0	
Total 1052210210:							100,314.43		.00		
10-52240-251	BLDG INSP - IT MAINT & REPAI	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-BLD INSPECT	010623-1	01/13/2023	8.30	49500	.00	0	
Total 1052240251:							8.30		.00		
10-52240-300	BLDG INSP - MISC EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER							

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
10-52240-300	BLDG INSP - MISC EXP	1681	CASEY'S BUSINESS MAST	CHARGES-BUILDING INSP BUILDING INSPECTOR FUEL W/ DISCOUNT	IN14014606 QN366-1222	01/13/2023 01/13/2023	.40 84.78	49508 49496	.00 .00	0 0	
Total 1052240300:							85.18		.00		
10-52240-361	BLDG INSP - COMMUNICATIO	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-BLDG INS	7875-1202	01/27/2023	840.00	20131986	.00	0	
Total 1052240361:							840.00		.00		
10-53300-130	DPW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE-EMP A TOMLIN	83878	01/13/2023	79.20	49522	.00	0	
10-53300-130	DPW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE-EMP N AMBROSE	83875	01/13/2023	178.20	49522	.00	0	
10-53300-130	DPW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE-EMP #50010 RN	83873	01/20/2023	162.00	49560	.00	0	
10-53300-130	DPW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE-B MARX	83921	01/20/2023	279.00	49560	.00	0	
10-53300-130	DPW SAFETY AND PPE	2157	EMERGENCY MEDICAL PR	SUPPLIES-ZOLL STAT PADZ II HVP MULTI FUNCTION ELECTRODES	2518597	01/27/2023	259.96	49588	.00	0	
Total 1053300130:							958.36		.00		
10-53300-180	RECOGNITION PROGRAM PU	9017	US BANK	CC-BURGER KING-P. RIGG-LUNCH	3774-1201	01/27/2023	24.34	20131986	.00	0	
10-53300-180	RECOGNITION PROGRAM PU	9017	US BANK	CC - DPW-WALMART FOOD	1069-120722	01/27/2023	189.60	20131986	.00	0	
Total 1053300180:							213.94		.00		
10-53300-300	DPW STREET MAINT& REPAIR	1985	DECKER SUPPLY CO INC	SIGNS- ST NAME,NO OUTLET, NO TRUCKS	922366	01/27/2023	194.15	49585	.00	0	
10-53300-300	DPW STREET MAINT& REPAIR	8940	R T FOX CONTRACTORS I	STREET & STORM SEWER CONSTRUCTION	2022-1230	01/20/2023	34,000.00	49556	.00	0	
Total 1053300300:							34,194.15		.00		
10-53300-310	DPW OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-DPW	IN14014606	01/13/2023	1.84	49508	.00	0	
10-53300-310	DPW OFFICE SUPPLIES & EX	3435	MENARD'S-JANESVILLE	MULTIPLE REMITTANCES	17803	01/06/2023	47.78	49426	.00	0	
10-53300-310	DPW OFFICE SUPPLIES & EX	1778	CINTAS CORP	RESTOCK 1ST AID KIT - DPW	8406025698	01/06/2023	63.94	49396	.00	0	
10-53300-310	DPW OFFICE SUPPLIES & EX	1778	CINTAS CORP	RESTOCK 1ST AID KIT - DPW	8406069335	01/27/2023	47.04	49580	.00	0	
Total 1053300310:							160.60		.00		
10-53300-330	DPW PROFESSIONAL DEVL	4874	THE SHOE BOX	SHOE ALLOWANCE-EMP#72010-RA	83920	01/20/2023	207.00	49560	.00	0	
10-53300-330	DPW PROFESSIONAL DEVL	9017	US BANK	CC - BARKLEY BURGERS BREWS	7875-1214	01/27/2023	17.54	20131986	.00	0	
10-53300-330	DPW PROFESSIONAL DEVL	3560	MUNICIPAL ELECTRIC UTI	REGIONAL SAFETY MGMT-DPW	011523-39	01/27/2023	4,050.00	49605	.00	0	
Total 1053300330:							4,274.54		.00		

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
10-53300-343	DPW VEHICLE FUEL	1681	CASEY'S BUSINESS MAST	DPW FUEL W/ DISCOUNT	QN366-1222	01/13/2023	47.57	49496	.00	0	
10-53300-343	DPW VEHICLE FUEL	1681	CASEY'S BUSINESS MAST	ROUNDING ISSUE	QN366-1222-	01/13/2023	.03-	49496	.00	0	
Total 1053300343:							47.54		.00		
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	DPW-BOLTS/NUTS/WASHERS	200030-1201	01/13/2023	20.97	49506	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	3435	MENARD'S-JANESVILLE	SUPPLIES - 10" RED BELL/3CT 150MM SHATT ORN SILVR	18974	01/20/2023	7.58	49552	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	3449	MID-AMERICAN RESEARC	FREIGHT	0779625-IN	01/06/2023	108.71	49427	.00	0	
Total 1053300355:							137.26		.00		
10-53300-360	DPW BLDG UTILITIES EXP-HE	5160	CITY OF EVANSVILLE	ELEC/WATER-DPW GARAGE	2023-01 W&	01/27/2023	675.07	20131981	.00	0	
10-53300-360	DPW BLDG UTILITIES EXP-HE	5600	WE ENERGIES	MONTHLY GAS SERVICE-DPW	00001-1222-	01/06/2023	1,561.00	49445	.00	0	
Total 1053300360:							2,236.07		.00		
10-53300-361	DPW COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM DPW	0068456122	01/06/2023	116.97	49395	.00	0	
10-53300-361	DPW COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-WWTP	0554127535	01/20/2023	90.24	49564	.00	0	
10-53300-361	DPW COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES-DPW	3688579	01/27/2023	51.63	49568	.00	0	
10-53300-361	DPW COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES-DPW	3672938	01/06/2023	51.63	49384	.00	0	
10-53300-361	DPW COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	33086038	01/06/2023	52.68	49412	.00	0	
Total 1053300361:							363.15		.00		
10-53310-110	RECYCLING SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102774	01/06/2023	66.24	49441	.00	0	
10-53310-110	RECYCLING SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102935	01/06/2023	66.96	49441	.00	0	
10-53310-110	RECYCLING SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103250	01/13/2023	84.24	49524	.00	0	
10-53310-110	RECYCLING SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103401	01/20/2023	71.28	49563	.00	0	
10-53310-110	RECYCLING SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103567	01/27/2023	25.92	49622	.00	0	
Total 1053310110:							314.64		.00		
10-53310-290	Recycling & Refuse Collection	1295	LRS-BADGERLAND DISPO	MONTHLY TRASH/RECYCLING SERVICE	0003297881	01/13/2023	23,335.01	49510	.00	0	
Total 1053310290:							23,335.01		.00		
10-53420-300	DPW FLEET MAINTENANCE	1060	EVANSVILLE HARDWARE	DPW-HOSE NOZZLE/ULTRASHINE WASH&WAX/SPRAY POLISH	200030-1201	01/13/2023	17.99	49506	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1060	EVANSVILLE HARDWARE	DPW-BOLTS/NUTS/WASHERS	200030-1201	01/13/2023	9.40-	49506	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1531	BOBCAT OF JANESVILLE	BOBCAT MAINT-SNOW PUSHER EDGE KIT/WING EDGE/WING CUTTING EDGE	02-228024	01/06/2023	1,669.92	49390	.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
10-53420-300	DPW FLEET MAINTENANCE	1602	BURKE TRUCK & EQUIPM	SUPPLIES-BUSHING/LOCK NUT/MARKER	30703	01/06/2023	125.48	49393	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3940	POMP'S TIRE SERVICE IN	4 TIRES/MOUNT-BALANCE-DISPOSAL- SHOP SUPPLIES	540165086	01/06/2023	1,558.00	49433	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1687	CARTER & GRUENEWALD	SUPPLIES-FILTER	421279	01/27/2023	33.21	49579	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	FUEL FILTER	372138	01/13/2023	65.34	49513	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	ALARM	372114	01/13/2023	46.49	49513	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	BLADE	370644	01/13/2023	12.80	49513	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	5050 UNIV ANTI FRZ	370500	01/13/2023	60.36	49513	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	BATTERY	370799	01/13/2023	28.99	49513	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	8947	VERSATILE MACHINE & W	REPAIR SPINNER FOR PLOW TRUCK SANDER	2022-12	01/27/2023	50.00	49627	.00	0	
Total 1053420300:							3,659.18		.00		
10-53470-300	DPW STREET LIGHTING EXP	5160	CITY OF EVANSVILLE	ELEC/WATER-ORN LIGHTS	2023-01 W&	01/27/2023	5,471.66	20131981	.00	0	
Total 1053470300:							5,471.66		.00		
10-54620-210	SENIOR CITIZENS PROGRAM	2239	CREEKSIDE PLACE INC	MONTHLY SR PROGRAMMING	40304	01/27/2023	375.00	49583	.00	0	
Total 1054620210:							375.00		.00		
10-54620-212	SENIOR TRANS & SERVICES	2239	CREEKSIDE PLACE INC	SR SERVICE COOR COMPENSATION	40304	01/27/2023	1,925.84	49583	.00	0	
Total 1054620212:							1,925.84		.00		
10-55720-300	PARK MAINT EXPENSES	1060	EVANSVILLE HARDWARE	DPW-GOOD BRUSH FLAT	200030-1197	01/13/2023	28.36	49506	.00	0	
10-55720-300	PARK MAINT EXPENSES	1060	EVANSVILLE HARDWARE	DPW- FASTENERS	200030-1198	01/13/2023	.93	49506	.00	0	
10-55720-300	PARK MAINT EXPENSES	1060	EVANSVILLE HARDWARE	DPW-CLOROX/TOILET BOWL CLNR	200030-1198	01/13/2023	16.57	49506	.00	0	
10-55720-300	PARK MAINT EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-PARK	IN14051651	01/20/2023	.05	49545	.00	0	
10-55720-300	PARK MAINT EXPENSES	3435	MENARD'S-JANESVILLE	SUPPLIES- 2x10-8 FILTER	112517	01/27/2023	117.30	49602	.00	0	
10-55720-300	PARK MAINT EXPENSES	9017	US BANK	CC-IL TOLLWAY	3774-1209	01/27/2023	12.60	20131986	.00	0	
10-55720-300	PARK MAINT EXPENSES	9017	US BANK	CC-SAFELITE AUTOGLASS	3774-1130	01/27/2023	559.46	20131986	.00	0	
10-55720-300	PARK MAINT EXPENSES	9017	US BANK	CC - ICE RINK LINER	3774-1202	01/27/2023	308.87	20131986	.00	0	
10-55720-300	PARK MAINT EXPENSES	9017	US BANK	CC - BLAINS FARM & FLEET - TOOLS	1069-121422	01/27/2023	423.97	20131986	.00	0	
10-55720-300	PARK MAINT EXPENSES	3600	NAPA OF OREGON	22 IN TRICO ICE BLADE	371429	01/13/2023	41.98	49513	.00	0	
10-55720-300	PARK MAINT EXPENSES	1295	LRS-BADGERLAND DISPO	PARK PORTA JOHNS-WEEKLY	0003151838	01/06/2023	116.00	49423	.00	0	
10-55720-300	PARK MAINT EXPENSES	1295	LRS-BADGERLAND DISPO	MONTHLY TRASH/RECYCLING SERVICE	0003315288	01/27/2023	315.68	49600	.00	0	
Total 1055720300:							1,941.77		.00		
10-55720-343	PARKS FUEL	1681	CASEY'S BUSINESS MAST	PARK FUEL W/ DISCOUNT	QN366-1222	01/13/2023	110.06	49496	.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 1055720343:							110.06		.00		
10-55720-360	PARK UTILITIES EXPENSE	5160	CITY OF EVANSVILLE	ELEC/WATER-PARK/PARK SHELTERS	2023-01 W&	01/27/2023	870.40	20131981	.00	0	
Total 1055720360:							870.40		.00		
10-55720-361	PARKS COMMUNICATION EXP	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- PARKS MAINT.	0554127535	01/20/2023	56.49	49564	.00	0	
Total 1055720361:							56.49		.00		
10-55720-362	BALLFIELD LIGHTING EXP	5160	CITY OF EVANSVILLE	ELEC/WATER-BALLFIELD LIGHTS	2023-01 W&	01/27/2023	290.28	20131981	.00	0	
Total 1055720362:							290.28		.00		
10-55730-300	SWIMMING POOL EXPENSES	5160	CITY OF EVANSVILLE	ELEC/WATER-POOL	2023-01 W&	01/27/2023	146.49	20131981	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	9017	US BANK	CC-AMAZON-A. OLOLSON EYE WASH STATION	4877-122022	01/27/2023	35.74	20131986	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	9017	US BANK	CC-AMAZON-A. OLSON SAFTEY GOGGLES	4877-122022	01/27/2023	30.57	20131986	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	9017	US BANK	CC-AMAZON-A. OLSON RUBBER APRON	4877-122022	01/27/2023	27.36	20131986	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	1090	AT&T	MONTHLY AT&T CHARGES-POOL & PARK STORE	6088822281	01/13/2023	7.44	49493	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	1090	AT&T	MONTHLY AT&T CHARGES-POOL & PARK STORE	6088822281-	01/13/2023	11.02	49493	.00	0	
Total 1055730300:							258.62		.00		
10-55740-300	PARK STORE EXPENSES	5160	CITY OF EVANSVILLE	ELEC/WATER-PARKSTORE	2023-01 W&	01/27/2023	31.03	20131981	.00	0	
Total 1055740300:							31.03		.00		
10-55750-300	YOUTH CENTER OPER EXPE	5600	WE ENERGIES	MONTHLY GAS SERVICE-YOUTH CENTER	00010-1222	01/13/2023	200.62	49528	.00	0	
10-55750-300	YOUTH CENTER OPER EXPE	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM YOUTH CENTER	00842711219	01/13/2023	139.06	49497	.00	0	
Total 1055750300:							339.68		.00		
10-55750-355	YOUTH CNTR REPAIRS& MAIN	5160	CITY OF EVANSVILLE	ELEC/WATER-YOUTH CTR/AWARE	2023-01 W&	01/27/2023	213.40	20131981	.00	0	
Total 1055750355:							213.40		.00		
10-56820-300	ECONOMIC DEVELOPMENT E	2239	CREEKSIDE PLACE INC	GRAND ROOM RENTAL - TOURISM	180253	01/13/2023	874.50	49502	.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
10-56820-300	ECONOMIC DEVELOPMENT E	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ECON DEV	IN14014606	01/13/2023	2.00	49508	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ECON DEV	IN14051651	01/20/2023	66.54	49545	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	9017	US BANK	CC - HOPPY LOBBY	7875-1215	01/27/2023	39.02	20131986	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	9017	US BANK	CC - C&M PRINTING-C. SPRANGER	0999-122022	01/27/2023	41.69	20131986	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-ECON. DEV	0548016661-	01/06/2023	127.46	49442	.00	0	
Total 1056820300:							1,151.21		.00		
10-56820-305	MEMBERSHIP DUES	2163	EVANSVILLE CHAMBER O	CHAMBER MEMBERSHIP	2021	01/20/2023	286.60	49543	.00	0	
Total 1056820305:							286.60		.00		
10-56840-210	PROFESSIONAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-SETTLER'S GROVE	56168	01/06/2023	155.00	49399	.00	0	
10-56840-210	PROFESSIONAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-AGRIBUSINESS	56168	01/06/2023	31.00	49399	.00	0	
Total 1056840210:							186.00		.00		
10-56840-240	GIS DATA	922795	ESRI-ENVIRONMENTAL SY	COM DEV GIS DATA	94390877	01/06/2023	625.00	49406	.00	0	
Total 1056840240:							625.00		.00		
10-56840-251	COMM DEVL - IT MAINT & REP	1850	COMPUTER KNOW HOW L	COMMUNITY DEVELOPMENT DIRECTOR/GIS	010623	01/13/2023	1.24	49500	.00	0	
10-56840-251	COMM DEVL - IT MAINT & REP	1850	COMPUTER KNOW HOW L	COMMUNITY DEVELOPMENT DIRECTOR/GIS	010623-1	01/13/2023	8.30	49500	.00	0	
Total 1056840251:							9.54		.00		
10-56840-252	COMM DEVL - IT EQUIP	1850	COMPUTER KNOW HOW L	LENOVO THINKPAD/WINDOWS 10 PRO/DOCKING STATION	38175	01/06/2023	759.00	49398	.00	0	
10-56840-252	COMM DEVL - IT EQUIP	1850	COMPUTER KNOW HOW L	24' LED MONITOR	38238	01/06/2023	556.00	49398	.00	0	
Total 1056840252:							1,315.00		.00		
10-56840-300	COMMUNITY DEVELOP EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-COMM DEV/PLAN	IN14014606	01/13/2023	13.07	49508	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-COMM DEV/PLAN	IN14051651	01/20/2023	21.36	49545	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	9017	US BANK	CC-DROP BOX-C. SPRANGER	0999-121922	01/27/2023	119.88	20131986	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-ECON. DEV	0548016661-	01/06/2023	127.46	49442	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	1007	8X8 INC	MONTHLY SERVICE CHARGES-COMMUNITY DEVELOPMENT	3688579	01/27/2023	10.35	49568	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	1007	8X8 INC	MONTHLY SERVICE							

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
				CHARGES-COMMUNITY DEVELOPMENT	3672938	01/06/2023	10.35	49384	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	7605	GREATAMERICA FINAN CIA	4 LINE PHONE SYSTEM & VOIP	33086038	01/06/2023	10.56	49412	.00	0	
Total 1056840300:							313.03		.00		
10-56860-210	ENGINEERING - PLANNING &	1885	CONSIGNY LAW FIRM SC	ATTY FEES-COMMUNITY PLANNING	56168	01/06/2023	434.00	49399	.00	0	
Total 1056860210:							434.00		.00		
10-56880-300	HISTORIC PRESERVATION EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-HIST PRES	IN14014606	01/13/2023	28.21	49508	.00	0	
10-56880-300	HISTORIC PRESERVATION EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-HIST PRES	IN14051651	01/20/2023	15.99	49545	.00	0	
10-56880-300	HISTORIC PRESERVATION EX	922469	DAN STEPHANS	REIMB CONFERENCE REGISTRATION -HISTORIC PRESERVATION	2022-11	01/06/2023	126.00	49402	.00	0	
Total 1056880300:							170.20		.00		
11-56820-300	TOURISM EXPENSE	9253	GUIDE PUBLISHING GROU	ROCK CO VISITORS GUIDE ADV	2022-12 215	01/06/2023	760.00	49414	.00	0	
Total 1156820300:							760.00		.00		
12-56700-210	HOUSING ADMIN SERVICES	5760	MSA PROFESSIONAL SER	PROJECT-R09342007.0, PARK & POOL DESIGN	R09342007.0	01/20/2023	7,408.00	49553	.00	0	
Total 1256700210:							7,408.00		.00		
12-56700-821	HOUSING CAPITAL IMPROVE	921736	KNIGHT BARRY TITLE SER	LETTER REPORT FEE	2192707	01/20/2023	50.00	49549	.00	0	
Total 1256700821:							50.00		.00		
20-52220-110	EMS SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102774	01/06/2023	82.80	49441	.00	0	
20-52220-110	EMS SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102935	01/06/2023	83.70	49441	.00	0	
20-52220-110	EMS SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103250	01/13/2023	105.30	49524	.00	0	
20-52220-110	EMS SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103401	01/20/2023	89.10	49563	.00	0	
20-52220-110	EMS SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103567	01/27/2023	32.40	49622	.00	0	
Total 2052220110:							393.30		.00		
20-52220-135	EMS LENGTH OF SERV AWAR	2633	GLATFELTER SPECIALTY	ADMINISTRATIVE FEES	2023-1	01/27/2023	1,060.00	49591	.00	0	
20-52220-135	EMS LENGTH OF SERV AWAR	2633	GLATFELTER SPECIALTY	INVESTMENT DEPOSIT	2023-1	01/27/2023	5,939.70	49591	.00	0	
Total 2052220135:							6,999.70		.00		

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
20-52220-210	EMS PROFESSIONAL SERVIC	4190	ROCK COUNTY FIRE OFFI	MEMBERSHIP DUES	23-06	01/13/2023	350.00	49517	.00	0	
20-52220-210	EMS PROFESSIONAL SERVIC	3230	LIFEQUEST	EMS-ANNUAL LEADERS SUPPORT	63645	01/27/2023	499.00	49599	.00	0	
Total 2052220210:							849.00		.00		
20-52220-251	EMS - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-EMS	010623	01/13/2023	1.24	49500	.00	0	
Total 2052220251:							1.24		.00		
20-52220-295	EMS ADMIN SERVICES - BILLI	3230	LIFEQUEST	MEDICARE APPLICATION FEE	2022-12	01/13/2023	688.00	49509	.00	0	
Total 2052220295:							688.00		.00		
20-52220-330	EMS PROFESSIONAL DEVL	3076	CAROLYN KLEISCH	REIMB - SHOP CPR NAUMUALS	2023-0109	01/20/2023	250.17	49536	.00	0	
Total 2052220330:							250.17		.00		
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	SMALL OXYGEN - 1 YEAR PRE-PAID RENTAL	10334845	01/27/2023	300.00	49628	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	D USP OXYGEN/125 CF USP MEDICAL OXYGEN	10334108	01/13/2023	102.19	49529	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	OXYGEN	10332020	01/06/2023	7.85	49446	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	SUPPLIES-LAERDAL STIFNECK ADJUSTABLE COLLAR, ADULT/DISPOSABLE PENLIGHT/GRAHAM MEGAMOVER/ALBUTEROL	2515783	01/13/2023	291.00	49505	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	SUPPLIES-BANDAGE/ALCOHOL PADS/BAND-AIDS/GAUZE/TEST STRIPS/COLD PACKS/GLOVES/NASAL CANNULA	2515573	01/06/2023	46.46	49405	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	3135	LAERDAL MEDICAL CORP	MEDICAL SUPPLIES-MANIKIN FACE SHIELDS//INSTRUCTOR STOPWATCH	02227335	01/20/2023	2,113.25	49550	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	1548	BOUND TREE MEDICAL LL	SUPPLIES-BLOOD GLUCOSE TEST STRIPS/ASSURE PRISM ORANGE KIT BASIC	84811200	01/06/2023	72.05	49392	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	1548	BOUND TREE MEDICAL LL	MEDICAL SUPPLIES	84814938	01/13/2023	22.19	49494	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2738	HANSON ELECTRONICS L	IPAD PROMAGIC KEYBOARD/APPLE PENCIL	10144866	01/20/2023	379.98	49547	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	922799	MEDICAL DEVICE DEPOT	3B SCIENTIFIC HEMORRHAGE CONTROL ARM TRAINER	28299	01/20/2023	1,591.25	49551	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	922800	GTSIMULATORS	HEMORRHAGE CONTROL LEG TRAINER	20721	01/20/2023	1,925.00	49546	.00	0	
Total 2052220340:							6,851.22		.00		
20-52220-343	EMS AMBULANCE FUEL	5060	ALCIVIA	EMS DIESEL/GAS DEC W/DISC	1594062-012	01/20/2023	682.02	49533	.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 2052220343:							682.02		.00		
20-52220-350	EMS AMBULANCE MAINTENA	4468	SIREN SERVICES LLC	SERVICE CALL ON AMBULANCE	1589	01/06/2023	217.83	49437	.00	0	
Total 2052220350:							217.83		.00		
20-52220-355	EMS BUILDING MAINT & REPA	3988	R.A. HTG & AIR CONDITIO	SERVICE CALL FOR EMS -NO HEAT-CHANGE CAPACITOR	S126548	01/20/2023	270.00	49557	.00	0	
Total 2052220355:							270.00		.00		
20-52220-361	EMS COMMUNICATIONS	2630	GENERAL COMMUNICATI	EMS-MOVE CAT5 DOCK 2019 FORD	315068	01/20/2023	160.00	49544	.00	0	
20-52220-361	EMS COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-EMS	0554000915-	01/20/2023	123.43	49564	.00	0	
20-52220-361	EMS COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES-EMS	6088822281	01/13/2023	14.87	49493	.00	0	
20-52220-361	EMS COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES-EMS	6088822281-	01/13/2023	22.04	49493	.00	0	
20-52220-361	EMS COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES-EMS	3688579	01/27/2023	36.88	49568	.00	0	
20-52220-361	EMS COMMUNICATIONS	1007	8X8 INC	ROUNDING	3688579	01/27/2023	.01-	49568	.00	0	
20-52220-361	EMS COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES-EMS	3672938	01/06/2023	36.88	49384	.00	0	
20-52220-361	EMS COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	33086038	01/06/2023	37.63	49412	.00	0	
Total 2052220361:							431.72		.00		
20-52220-362	EMS UTILITIES	5160	CITY OF EVANSVILLE	ELEC/WATER-EMS	2023-01 W&	01/27/2023	311.19	20131981	.00	0	
20-52220-362	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE-EMS	00003-1222	01/06/2023	227.88	49445	.00	0	
20-52220-362	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE-EMS GARAGE	00007-12222	01/06/2023	193.86	49445	.00	0	
20-52220-362	EMS UTILITIES	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM CITY ADMIN	00523511231	01/13/2023	237.97	49497	.00	0	
20-52220-362	EMS UTILITIES	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM EMS	00359011223	01/06/2023	51.04	49395	.00	0	
Total 2052220362:							1,021.94		.00		
20-52220-380	EMS ACT 102 EXPENSES-AIDS	922801	JOSH PIPER	REIM - BOOKS, VIEW POINT, UNIFORM	2023-01	01/27/2023	478.10	49595	.00	0	
Total 2052220380:							478.10		.00		
20-52220-381	FLEX GRANT FUNDING EXPE	2157	EMERGENCY MEDICAL PR	SUPPLIES-MEDICAL SPECIALTIES PROSPLINT KIT-ADULT	2515111	01/06/2023	336.94	49405	.00	0	
20-52220-381	FLEX GRANT FUNDING EXPE	2157	EMERGENCY MEDICAL PR	SUPPLIES-FINGER TIP PULSE OXIMETER	2514788	01/06/2023	343.71	49405	.00	0	
20-52220-381	FLEX GRANT FUNDING EXPE	1548	BOUND TREE MEDICAL LL	SUPPLIES PULSE OXIMETER	84811200	01/06/2023	113.84	49392	.00	0	
20-52220-381	FLEX GRANT FUNDING EXPE	922809	A-1 ELECTRIC INC.	DEPOSIT \$5,000	2023-01	01/27/2023	5,000.00	49569	.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 2052220381:							5,794.49		.00		
21-55700-310	LIBRARY OFFICE SUPPLIES	4600	STAPLES BUSINESS CRE	LIBRARY-TAPE	7369352504	01/06/2023	22.53	49439	.00	0	
21-55700-310	LIBRARY OFFICE SUPPLIES	5560	WISCONSIN DEPT OF REV	SALES USE TAX-LIB	2022-12 LIB	01/06/2023	162.36	49448	.00	0	
Total 2155700310:							184.89		.00		
21-55700-311	LIBRARY BOOK PROCESS SU	7380	DEMCO	SUPPLIES-BOOK JACKETS	7226600	01/06/2023	61.83	49403	.00	0	
Total 2155700311:							61.83		.00		
21-55700-330	LIBRARY PROFESSIONAL DEV	9017	US BANK	CC-PROFESSIONAL DEVELOPMENT	2394-1206	01/27/2023	280.00	20131986	.00	0	
Total 2155700330:							280.00		.00		
21-55700-355	BLDG MAINTENANCE & REPAI	4600	STAPLES BUSINESS CRE	LIBRARY-TRASH BAGS/TP/PAPER TOWELS	7369352504	01/06/2023	187.50	49439	.00	0	
Total 2155700355:							187.50		.00		
21-55700-361	LIBRARY COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM LIBRARY	0073605010	01/20/2023	39.99	49537	.00	0	
21-55700-361	LIBRARY COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES-LIB	6088822281	01/13/2023	14.87	49493	.00	0	
21-55700-361	LIBRARY COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES-LIB	6088822281-	01/13/2023	22.04	49493	.00	0	
21-55700-361	LIBRARY COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	33086038	01/06/2023	81.84	49412	.00	0	
Total 2155700361:							158.74		.00		
21-55700-362	LIBRARY UTILITIES	5160	CITY OF EVANSVILLE	ELEC/WATER-LIBRARY	2023-01 W&	01/27/2023	990.38	20131981	.00	0	
Total 2155700362:							990.38		.00		
21-55700-363	LIBRARY FUEL	5600	WE ENERGIES	MONTHLY GAS SERVICE/LIBRARY	0001-1222-LI	01/06/2023	2,196.27	49445	.00	0	
Total 2155700363:							2,196.27		.00		
21-55700-371	LIBRARY ADULT BOOKS	7160	CENTER POINT LARGE PR	PLATINUM MYSTERY & ROMANCE SERIES 24/YR	1975868	01/06/2023	1,179.36	49394	.00	0	
Total 2155700371:							1,179.36		.00		
21-55700-372	LIBRARY CHILDREN'S BOOKS	7101	BAKER & TAYLOR	BOOK - SEASON OF THE BRUJA 1	2037265287	01/20/2023	12.72	49535	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7101	BAKER & TAYLOR	BOOK-ELEPHANT GIRL	2037265288	01/20/2023	16.67	49535	.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
21-55700-372	LIBRARY CHILDREN'S BOOKS	7101	BAKER & TAYLOR	BOOK-HOW TO STEAL A DRAGONS SWORD	2037255245	01/20/2023	5.72	49535	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7101	BAKER & TAYLOR	BOOKS-HOW TO BREAK A DRAGONS HEART	2037255246	01/20/2023	5.72	49535	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7101	BAKER & TAYLOR	BOOKS-SUMMER OF BITTER AND SWEET	2037255247	01/20/2023	26.10	49535	.00	0	
Total 2155700372:							66.93		.00		
21-55700-374	LIBRARY - PERIODICALS	9017	US BANK	CC-AMAZON-M. KLOECKNER-ADULT PERIODICALS	5696-120922	01/27/2023	5.00	20131986	.00	0	
Total 2155700374:							5.00		.00		
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	CC-AMAZON-M. KLOECKNER- PROGRAMMING SUPPLIES	6038-1205	01/27/2023	31.47	20131986	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	CC-AMAZON-M. KLOECKNER- PROGRAMMING SUPPLIES	5696-120822	01/27/2023	215.44	20131986	.00	0	
Total 2155700376:							246.91		.00		
21-55700-385	LIBRARY GRANT EXPENDITU	7250	FINDAWAY WORLD LLC	GRANT CODE #30	414772	01/06/2023	497.16	49408	.00	0	
21-55700-385	LIBRARY GRANT EXPENDITU	7250	FINDAWAY WORLD LLC	GRANT CODE #30	415721	01/06/2023	795.03	49408	.00	0	
Total 2155700385:							1,292.19		.00		
22-54640-343	CEMETERY FUEL	1681	CASEY'S BUSINESS MAST	CEMETERY FUEL W/ DISCOUNT	QN366-1222	01/13/2023	160.96	49496	.00	0	
Total 2254640343:							160.96		.00		
22-54640-350	CEMETERY MAINT EXP	1060	EVANSVILLE HARDWARE	DPW- FASTENERS	200030-1198	01/13/2023	9.13	49506	.00	0	
22-54640-350	CEMETERY MAINT EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- CEMETERY	IN14014606	01/13/2023	4.92	49508	.00	0	
22-54640-350	CEMETERY MAINT EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- CEMETERY	IN14051651	01/20/2023	.40	49545	.00	0	
22-54640-350	CEMETERY MAINT EXP	9420	BLAST CRAFT SERVICE IN	BLACK PANELS	1725803	01/27/2023	500.00	49575	.00	0	
22-54640-350	CEMETERY MAINT EXP	922795	ESRI-ENVIRONMENTAL SY	CEMETERY MAINT	94390877	01/06/2023	625.00	49406	.00	0	
Total 2254640350:							1,139.45		.00		
22-54640-360	CEMETERY UTILITIES EXPEN	5160	CITY OF EVANSVILLE	ELEC/WATER-CEMETERY	2023-01 W&	01/27/2023	114.51	20131981	.00	0	
Total 2254640360:							114.51		.00		
22-54640-361	CEMETERY COMMUNICATION	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- CEMETERY	0554127535	01/20/2023	61.49	49564	.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 2254640361:							61.49		.00		
29-57900-210	Professional Services	1885	CONSIGNY LAW FIRM SC	ATTY FEES-TID 9	56168	01/06/2023	131.75	49399	.00	0	
Total 2957900210:							131.75		.00		
40-52200-840	Police Equipment Purchase	1420	BAYCOM INC	EPD-EQUIPMENT PURCHASE	12891	01/06/2023	1,138.00	49389	.00	0	
Total 4052200840:							1,138.00		.00		
40-52220-821	EMS Building Improvements	1060	EVANSVILLE HARDWARE	EMS-GARAGE REMODEL	200032-1200	01/13/2023	5,150.00	49506	.00	2022006	
40-52220-821	EMS Building Improvements	9309	PC- PHILLIPS CONTRACTI	EMS WIDEN EMS BAY DOOR	2022-12-1	01/27/2023	8,000.00	49607	.00	2022006	
Total 4052220821:							13,150.00		.00		
40-53300-821	DPW BUILDINGS AND GROUN	4475	SKETCHWORKS ARCHITE	SCHEMATIC DESIGN/DEVELOPMENT	6493	01/27/2023	475.00	49566	.00	0	
40-53300-821	DPW BUILDINGS AND GROUN	4475	SKETCHWORKS ARCHITE	CITY OF EVANSVILLE-MAINTENANCE BLDG 20119-01	6442	01/06/2023	281.25	49383	.00	0	
40-53300-821	DPW BUILDINGS AND GROUN	1006	1848 CONSTRUCTION INC	PROJECT # 21-0028/MAINTENANCE GARAGE	210028.12	01/27/2023	5,297.71	49567	.00	0	
40-53300-821	DPW BUILDINGS AND GROUN	1006	1848 CONSTRUCTION INC	PROJECT # 21-0028/MAINTENANCE GARAGE	210028.11	01/27/2023	6,920.62	49567	.00	0	
Total 4053300821:							12,974.58		.00		
40-53300-860	DPW Road Construction	4165	ROCK ROAD COMPANIES I	2021 STREET & UTILITY IMPROVEMENTS-1ST, 2ND, BADGER DR INTERSECTION, MAPLE & MAIN SIDEWALKS, WIND PRAIRIE	2023-01	01/27/2023	37,850.29	49615	.00	2022301	
40-53300-860	DPW Road Construction	4990	TOWN & COUNTRY ENGIN	ENG FEES-OPER ASSISTANCE	24799	01/20/2023	2,708.49	49562	.00	2022301	
40-53300-860	DPW Road Construction	3457	MID-WEST TREE & EXCAV	STREET LITE 335 1T STREET	21359	01/27/2023	350.00	49603	.00	2022301	
Total 4053300860:							40,908.78		.00		
40-55720-803	Park Improvements	1365	BAKER STREET CONSULT	REF CODE: 4004-02-14-CAPITAL CAMPAIGN PROGRAM INVOICE	5020-23-101	01/06/2023	3,250.00	49388	.00	0	
40-55720-803	Park Improvements	922777	CORPORATE CONTRACT	WEST SIDE PARK	22423-4	01/20/2023	115,676.10	49539	.00	2022001	
Total 4055720803:							118,926.10		.00		
40-55730-803	POOL Improvements	1365	BAKER STREET CONSULT	REF CODE: 4004-02-14-CAPITAL CAMPAIGN PROGRAM INVOICE	5020-23-101	01/06/2023	1,750.00	49388	.00	0	
40-55730-803	POOL Improvements	922777	CORPORATE CONTRACT	POOL RENOVATION	22423-4	01/20/2023	214,827.04	49539	.00	2022002	

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 4055730803:							216,577.04		.00		
43-52200-821	POLICE BUILDING IMPROVEM	1850	COMPUTER KNOW HOW L	BATTERY BACKUP-PD	38213	01/06/2023	388.00	49398	.00	0	
Total 4352200821:							388.00		.00		
60-47412-530	WIND TURBINE	5520	WPPI ENERGY	WIND TURBINE ANNUAL TRUE-UP	42-122022	01/13/2023	2,132.40	20131978	.00	0	
Total 6047412530:							2,132.40		.00		
60-53500-210	WWTP PROFESSIONAL SERVI	922797	EXELE INFORMATION SYS	ANNUAL SOFTWARE SUPPORT RENEWAL	10992	01/13/2023	599.25	49507	.00	0	
Total 6053500210:							599.25		.00		
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV2490	01/06/2023	179.50	49385	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV2501	01/06/2023	40.00	49385	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV2516	01/27/2023	196.60	49570	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV2523	01/27/2023	196.60	49570	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE COOP SERVI	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV2510	01/20/2023	43.50	49532	.00	0	
Total 6053500214:							656.20		.00		
60-53500-215	SLUDGE HAULING	5104	UNITED LIQUID WASTE RE	CAKE WASTE PICK UP	38865	01/13/2023	2,387.32	49526	.00	0	
Total 6053500215:							2,387.32		.00		
60-53500-251	WWTP IT MAINT & REPAIR	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE-WWTP	CVC22717	01/06/2023	1,042.80	49397	.00	0	
60-53500-251	WWTP IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-WWTP	010623	01/13/2023	16.05	49500	.00	0	
Total 6053500251:							1,058.85		.00		
60-53500-310	WWTP GEN OFFICE SUPPLIE	1060	EVANSVILLE HARDWARE	DPW- BATTERIES	200030-1198	01/13/2023	27.98	49506	.00	0	
60-53500-310	WWTP GEN OFFICE SUPPLIE	1060	EVANSVILLE HARDWARE	DPW-GARBAGE BAGS	200030-1199	01/13/2023	19.77	49506	.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 6053500310:							47.75		.00		
60-53500-330	WWTP PROFESSIONAL DEVL	9017	US BANK	CC - J. ROBERTS KALAHARI RESORT	3774-1207	01/27/2023	113.00	20131986	.00	0	
60-53500-330	WWTP PROFESSIONAL DEVL	9017	US BANK	CC - J. ROBERTS KALAHARI RESORT	3774-120822	01/27/2023	113.00	20131986	.00	0	
60-53500-330	WWTP PROFESSIONAL DEVL	9017	US BANK	CC - J. ROBERTS KALAHARI RESORT	3774-1212	01/27/2023	113.00	20131986	.00	0	
60-53500-330	WWTP PROFESSIONAL DEVL	3560	MUNICIPAL ELECTRIC UTI	REGIONAL SAFETY MGMT-WWTP	011523-39	01/27/2023	2,025.00	49605	.00	0	
Total 6053500330:							2,364.00		.00		
60-53500-340	WWTP GENERAL PLANT SUPP	3435	MENARD'S-JANESVILLE	SUPPLIES-32 GAL TRASH CAN	112717	01/27/2023	81.94	49602	.00	0	
Total 6053500340:							81.94		.00		
60-53500-343	WWTP FUEL	1681	CASEY'S BUSINESS MAST	WWTP FUEL W/ DISCOUNT	QN366-1222	01/13/2023	66.69	49496	.00	0	
Total 6053500343:							66.69		.00		
60-53500-361	WWTP COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM WWTP	0073902010	01/20/2023	144.97	49537	.00	0	
60-53500-361	WWTP COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-DPW	0554127535	01/20/2023	39.45	49564	.00	0	
Total 6053500361:							184.42		.00		
60-53500-362	WWTP ELECTRIC/WATER EXP	5160	CITY OF EVANSVILLE	ELEC/WATER-DPW DISPOSAL PLANT	2023-01 W&	01/27/2023	4,702.32	20131981	.00	0	
Total 6053500362:							4,702.32		.00		
60-53500-363	WWTP NATURAL GAS EXP	5600	WE ENERGIES	MONTHLY GAS SERVICE-WWTP	00008-1222-	01/06/2023	1,149.09	49445	.00	0	
Total 6053500363:							1,149.09		.00		
60-53500-741	CLEAN WATER REBATE PROG	3772	PECK, MICHELE T	REBATE-REPLACE H2O SOFTENER	H2O SOFTE	01/06/2023	506.40	49432	.00	0	
60-53500-741	CLEAN WATER REBATE PROG	9289	OTTO, JOHN & KIMBERLY	REBATE-REPLACE H2O SOFTNER	H2O HEATE	01/06/2023	506.40	49430	.00	0	
60-53500-741	CLEAN WATER REBATE PROG	922559	ANN MERRILL	REPLACE SOFTNER	012523-2	01/27/2023	506.40	49571	.00	0	
Total 6053500741:							1,519.20		.00		
60-53500-850	Sanitary Sewer Construction	4990	TOWN & COUNTRY ENGIN	PROJECT ENGINEER-5.5 HRS	24804	01/20/2023	2,050.00	49562	.00	2022018	
Total 6053500850:							2,050.00		.00		
60-53510-110	SANITARY SEWER SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102774	01/06/2023	223.56	49441	.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
60-53510-110	SANITARY SEWER SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102935	01/06/2023	225.99	49441	.00	0	
60-53510-110	SANITARY SEWER SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103250	01/13/2023	284.31	49524	.00	0	
60-53510-110	SANITARY SEWER SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103401	01/20/2023	240.57	49563	.00	0	
60-53510-110	SANITARY SEWER SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103567	01/27/2023	87.48	49622	.00	0	
Total 6053510110:							1,061.91		.00		
60-53510-850	STREET RECONSTRUCTION	4165	ROCK ROAD COMPANIES I	2021 STREET & UTILITY IMPROVEMENTS-1ST, 2ND, BADGER DR INTERSECTION, MAPLE & MAIN SIDEWALKS, WIND PRAIRIE	2023-01	01/27/2023	64,568.15	49615	.00	2022301	
60-53510-850	STREET RECONSTRUCTION	4990	TOWN & COUNTRY ENGIN	ENG FEES-OPER ASSISTANCE	24799	01/20/2023	4,620.37	49562	.00	2022301	
Total 6053510850:							69,188.52		.00		
60-53510-891	SEWER MAPPING	922795	ESRI-ENVIRONMENTAL SY	SEWER MAPPING	94390877	01/06/2023	312.50	49406	.00	0	
Total 6053510891:							312.50		.00		
60-53510-901	BUILDING STORAGE AND GR	1006	1848 CONSTRUCTION INC	PROJECT # 21-0028/MAINTENANCE GARAGE	210028.12	01/27/2023	1,765.97	49567	.00	0	
60-53510-901	BUILDING STORAGE AND GR	1006	1848 CONSTRUCTION INC	PROJECT # 21-0028/MAINTENANCE GARAGE	210028.11	01/27/2023	2,306.88	49567	.00	0	
Total 6053510901:							4,072.85		.00		
60-53520-355	LIFT STATION MAINT & REPAI	1060	EVANSVILLE HARDWARE	DPW-BOLTS/NUTS/WASHERS	200030-1200	01/13/2023	5.18	49506	.00	0	
Total 6053520355:							5.18		.00		
60-53520-360	LIFT STATION UTILITIES	5160	CITY OF EVANSVILLE	ELEC/WATER-LIFT STATIONS	2023-01 W&	01/27/2023	1,668.16	20131981	.00	0	
60-53520-360	LIFT STATION UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE-LIFT STATION	00006-1222	01/06/2023	15.04	49445	.00	0	
Total 6053520360:							1,683.20		.00		
61-53580-180	RECOGNITION PROGRAM	9017	US BANK	CC - NIGHT OWL	1069-122322	01/27/2023	72.22	20131986	.00	0	
Total 6153580180:							72.22		.00		
61-53580-251	STWT IT MAINT & REPAIR	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE-STWT	CVC22717	01/06/2023	521.40	49397	.00	0	
Total 6153580251:							521.40		.00		
61-53580-340	STORMWATER SUPPLIES & E	2880	INFOSEND INC	OTHER	227383	01/06/2023	23.18	49417	.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 6153580340:							23.18		.00		
61-53580-850	STWT ROAD CONSTRUCTION	4165	ROCK ROAD COMPANIES I	2021 STREET & UTILITY IMPROVEMENTS-1ST, 2ND, BADGER DR INTERSECTION, MAPLE & MAIN SIDEWALKS, WIND PRAIRIE	2023-01	01/27/2023	44,529.76	49615	.00	2022301	
61-53580-850	STWT ROAD CONSTRUCTION	4990	TOWN & COUNTRY ENGIN	ENG FEES-OPER ASSISTANCE	24799	01/20/2023	3,186.46	49562	.00	2022301	
Total 6153580850:							47,716.22		.00		
61-53580-891	STWT MAPPING	922795	ESRI-ENVIRONMENTAL SY	STWT MAPPING	94390877	01/06/2023	312.50	49406	.00	0	
Total 6153580891:							312.50		.00		
61-53580-901	BUILDING STORAGE AND GR	1006	1848 CONSTRUCTION INC	PROJECT # 21-0028/MAINTENANCE GARAGE	210028.12	01/27/2023	1,765.97	49567	.00	0	
61-53580-901	BUILDING STORAGE AND GR	1006	1848 CONSTRUCTION INC	PROJECT # 21-0028/MAINTENANCE GARAGE	210028.11	01/27/2023	2,306.88	49567	.00	0	
Total 6153580901:							4,072.85		.00		
62-2221000	Current Portion, L-T Debt	5520	WPPI ENERGY	AMI PROJECT LOAN PAYMENT	42-122022	01/13/2023	2,536.72	20131978	.00	0	
Total 622221000:							2,536.72		.00		
62-2228011	DNR LEAD REPLACEMENT GR	922785	HAUGEN EXCAVATING LL	WATR SERVICE-34 W. LIBERTY ST	1044	01/20/2023	4,950.00	49548	.00	0	
Total 622228011:							4,950.00		.00		
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/13/2023	PR0113231	01/27/2023	947.21	20131983	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/13/2023	PR0113231	01/27/2023	221.52	20131983	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/13/2023	PR0113231	01/27/2023	221.52	20131983	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 12/30/2022	PR1230221	01/13/2023	809.32	20131974	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/30/2022	PR1230221	01/13/2023	189.28	20131974	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 12/30/2022	PR1230221	01/13/2023	189.28	20131974	.00	0	
Total 622238040:							2,578.13		.00		
62-51930-001	MISC GENERAL EXPENSES	2157	EMERGENCY MEDICAL PR	SUPPLIES-ZOLL STAT PADZ II HVP MULTI FUNCTION ELECTRODES	2518597	01/27/2023	259.96	49588	.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 6251930001:							259.96		.00		
62-51930-330	PROFESSIONAL DEVELOPME	1572	JAMES BROOKS	REIMB MILEAGE-BROOKS-WPPI	2022-12	01/06/2023	46.86	49419	.00	0	
62-51930-330	PROFESSIONAL DEVELOPME	2755	DONNA HAMMETT	BOARD MEETING, SUN PRAIRIE, WI MILEAGE REIMB-WPPI TRAINING- BRODHEAD	2022-121420	01/06/2023	18.19	49404	.00	0	
Total 6251930330:							65.05		.00		
62-52622-002	OPER POWER PURCHASED F	5160	CITY OF EVANSVILLE	ELEC/WATER-WELL #1/#2/WATER TOWER	2023-01 W&	01/27/2023	4,416.88	20131981	.00	0	
Total 6252622002:							4,416.88		.00		
62-52625-002	MAINT PUMP BUILDINGS & EQ	1230	ARAMARK	BIWEEKLY RUG SERVICE-W&L	6140106868	01/27/2023	43.01	49573	.00	0	
62-52625-002	MAINT PUMP BUILDINGS & EQ	1778	CINTAS CORP	RESTOCK 1ST AID KIT W&L	8406069335	01/27/2023	208.06	49580	.00	0	
Total 6252625002:							251.07		.00		
62-52631-002	OPER WATER TREATMENT CH	9218	WI STATE LABORATORY O	FLUORIDE/FLDFLUOR	732653	01/13/2023	28.00	49531	.00	0	
62-52631-002	OPER WATER TREATMENT CH	90802	USA BLUE BOOK	HACH FLUORIDE REAGENT 25/PK/HACH PHOSVER 3 POWDER PILLOWS	220625	01/27/2023	68.31	49625	.00	0	
Total 6252631002:							96.31		.00		
62-52641-002	WATER INVESTIGATIONS	4990	TOWN & COUNTRY ENGIN	SENIOR PROJECT ENGINEER/PROJECT ENGINEER/STAFF ENGINEER/ENGINEER ELECTRICIAN/SECRETARY/VEHICLE USE/GPS/CADD	24803	01/20/2023	281.25	49562	.00	0	
62-52641-002	WATER INVESTIGATIONS	9209	DIGGERS HOTLINE INC	LOCATE FEES-EMERGENCY	221 2 47501	01/13/2023	59.20	49504	.00	0	
Total 6252641002:							340.45		.00		
62-52650-002	MAINT STANDPIPE & RESERV	2175	ENERGENECS INC	WELL #2 SENSOR	0045179-IN	01/27/2023	1,905.88	49589	.00	0	
Total 6252650002:							1,905.88		.00		
62-52651-002	MAINT MAINS	4165	ROCK ROAD COMPANIES I	2021 STREET & UTILITY IMPROVEMENTS-1ST, 2ND, BADGER DR INTERSECTION, MAPLE & MAIN SIDEWALKS, WIND PRAIRIE	2023-01	01/27/2023	75,700.59	49615	.00	2022301	
62-52651-002	MAINT MAINS	4990	TOWN & COUNTRY ENGIN	ENG FEES-OPER ASSISTANCE	24799	01/20/2023	5,416.99	49562	.00	2022301	

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 6252651002:							81,117.58		.00		
62-52652-002	MAINT SERVICES	3449	MID-AMERICAN RESEARC	SUPPLIES-PAINT-BLUE SPRAY PAINT	0779625-IN	01/06/2023	564.00	49427	.00	0	
62-52652-002	MAINT SERVICES	5070	ULINE	LINED COWHIDE/WIRE DECKING/RACK BEAMS	157923461	01/06/2023	1,061.74	49443	.00	0	
62-52652-002	MAINT SERVICES	5070	ULINE	LINED COWHIDE/WIRE DECKING/RACK BEAMS	157750818	01/13/2023	1,765.16	49525	.00	0	
Total 6252652002:							3,390.90		.00		
62-52655-002	MAINT MAINTENANCE OF OT	5070	ULINE	PALLET RACK	158689150	01/27/2023	945.00	49624	.00	0	
62-52655-002	MAINT MAINTENANCE OF OT	1006	1848 CONSTRUCTION INC	PROJECT # 21-0028/MAINTENANCE GARAGE	210028.12	01/27/2023	1,765.97	49567	.00	0	
62-52655-002	MAINT MAINTENANCE OF OT	1006	1848 CONSTRUCTION INC	PROJECT # 21-0028/MAINTENANCE GARAGE	210028.11	01/27/2023	2,306.88	49567	.00	0	
Total 6252655002:							5,017.85		.00		
62-52902-002	OPER ACCOUNTING & COLLE	1007	8X8 INC	MONTHLY SERVICE CHARGES-WATER	3688579	01/27/2023	66.80	49568	.00	0	
62-52902-002	OPER ACCOUNTING & COLLE	1007	8X8 INC	MONTHLY SERVICE CHARGES-WATER	3672938	01/06/2023	66.80	49384	.00	0	
62-52902-002	OPER ACCOUNTING & COLLE	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	33086038	01/06/2023	68.15	49412	.00	0	
Total 6252902002:							201.75		.00		
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	MONTHLY UB POSTAGE	227383	01/06/2023	549.29	49417	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	227383	01/06/2023	135.46	49417	.00	0	
Total 6252903002:							684.75		.00		
62-52921-002	OPER OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-WATER	IN14014606	01/13/2023	34.27	49508	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-WATER	IN14051651	01/20/2023	10.94	49545	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9196	ANSER SERVICES	BASE RATE FOR JANUARY 2 TO JANUARY 29	10395-01022	01/13/2023	147.00	49491	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9209	DIGGERS HOTLINE INC	SEMI-ANNUAL PREPAY FEES	220 6 47501	01/27/2023	675.20	49586	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	1090	AT&T	MONTHLY AT&T CHARGES-OPER OFFICE EXP	6088822281	01/13/2023	7.44	49493	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	1090	AT&T	MONTHLY AT&T CHARGES-OPER OFFICE EXP	6088822281-	01/13/2023	11.02	49493	.00	0	
Total 6252921002:							885.87		.00		
62-52930-002	OPER MISC GENERAL EXPEN	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	701	01/27/2023	78.75	49618	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	5160	CITY OF EVANSVILLE	ELEC/WATER-W&L-WATER	2023-01 W&	01/27/2023	373.05	20131981	.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
62-52930-002	OPER MISC GENERAL EXPEN	90123	C&M HYDRAULIC TOOL S	CHARGER 20V 4 PORT FAST CHARG	0176274-IN	01/13/2023	291.18	49495	.00	0	
Total 6252930002:							742.98		.00		
62-52930-110	OPER MISC GENERAL SALAR	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102774	01/06/2023	356.04	49441	.00	0	
62-52930-110	OPER MISC GENERAL SALAR	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102935	01/06/2023	359.91	49441	.00	0	
62-52930-110	OPER MISC GENERAL SALAR	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103250	01/13/2023	452.79	49524	.00	0	
62-52930-110	OPER MISC GENERAL SALAR	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103401	01/20/2023	383.13	49563	.00	0	
62-52930-110	OPER MISC GENERAL SALAR	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103567	01/27/2023	139.32	49622	.00	0	
Total 6252930110:							1,691.19		.00		
62-52930-251	IT SERVICE & EQUIP	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE	CVC22717	01/06/2023	1,042.80	49397	.00	0	
62-52930-251	IT SERVICE & EQUIP	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-UTILITY	010623	01/13/2023	16.05	49500	.00	0	
Total 6252930251:							1,058.85		.00		
62-52930-330	PROFESSIONAL DEVELOPME	3560	MUNICIPAL ELECTRIC UTI	REGIONAL SAFETY MGMT-WATER	011523-39	01/27/2023	3,375.00	49605	.00	0	
Total 6252930330:							3,375.00		.00		
62-52935-002	MAINT MAINTENANCE OF GE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L	0554189440	01/27/2023	74.89	49623	.00	0	
62-52935-002	MAINT MAINTENANCE OF GE	5035	U S CELLULAR	ROUNDING ISSUES	0554189440	01/27/2023	.01-	49623	.00	0	
Total 6252935002:							74.88		.00		
63-1107001	CONSTRUCTION WIP	3457	MID-WEST TREE & EXCAV	BORE - W1306 YARWOOD	21395	01/13/2023	7,150.00	49511	.00	0	23-11-0003-B-1
Total 631107001:							7,150.00		.00		
63-1143011	Other Accts Rec.-Solar Buyback	5520	WPPI ENERGY	BUY-BACK SOLAR CREDIT	42-122022	01/13/2023	60.00	20131978	.00	0	
Total 631143011:							60.00		.00		
63-1150001	INVENTORY - ELECTRIC	9208	CORE & MAIN LP	2X7 - 1/2 rEP CLP	S184891	01/13/2023	185.36	49501	.00	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	PETROFLEX TUBING - 2" RED DUCT SCH 40	883036-00	01/13/2023	3,963.00	49516	57.00	0	
63-1150001	INVENTORY - ELECTRIC	1808	CITY ELECTRIC SUPPLY	URD 12/2	JAN/020595	01/13/2023	487.70	49499	.00	0	
Total 631150001:							4,636.06		57.00		
63-2238080	WI SALES TAX	5560	WISCONSIN DEPT OF REV	SALES USE TAX-W&L	2022-12 W&	01/27/2023	7,968.45	20131991	.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 632238080:							7,968.45		.00		
63-2253021	DFD CREDITS-PB-ENERGY C	9017	US BANK	CC-AMAZON-C. RENLY-ELECTRIC DRUM PUMP BATTERY & CHARGER/ELECTIRC DRUM BARREL PUMP	7875-1220	01/27/2023	20.99	20131986	.00		0
63-2253021	DFD CREDITS-PB-ENERGY C	9017	US BANK	CC-AMAZON-C. RENLY-LED BULBS	7875-1219	01/27/2023	727.98	20131986	.00		0
63-2253021	DFD CREDITS-PB-ENERGY C	922798	THE HOME DEPOT PRO IN	BRONZE LED FLOODLIGHT	724327903	01/20/2023	109.97	49559	.00		0
63-2253021	DFD CREDITS-PB-ENERGY C	922798	THE HOME DEPOT PRO IN	NEST THERMOSTAT, LED LIGHT STRIP, SWITCH	722963964	01/20/2023	5,017.38	49559	.00		0
63-2253021	DFD CREDITS-PB-ENERGY C	922798	THE HOME DEPOT PRO IN	RYOBI 18V POLE SAW KIT	724175229	01/27/2023	335.13	49619	.00		0
63-2253021	DFD CREDITS-PB-ENERGY C	922798	THE HOME DEPOT PRO IN	60 VOLT-MAX LITHIUM	723103347	01/27/2023	883.85	49619	.00		0
63-2253021	DFD CREDITS-PB-ENERGY C	922798	THE HOME DEPOT PRO IN	RYOBI 18V POLE SAW KIT	722659018	01/27/2023	167.57	49619	.00		0
63-2253021	DFD CREDITS-PB-ENERGY C	922798	THE HOME DEPOT PRO IN	WALK BEHIND MOWER 40V 21IN	722659026	01/27/2023	729.83	49619	.00		0
Total 632253021:							7,992.70		.00		
63-2253031	PUBLIC BENEFIT REVENUE	9017	US BANK	CC-CRESTLINE	7875-1212	01/27/2023	743.00	20131986	.00		0
63-2253031	PUBLIC BENEFIT REVENUE	91020	SEERA	FOCUS ON ENERGY - DEC PAYMENT	2023-01	01/13/2023	2,448.33	49519	.00		0
Total 632253031:							3,191.33		.00		
63-41400-001	OPERATING & OTHER REVEN	5560	WISCONSIN DEPT OF REV	SALES USE TAX-W&L DISCOUNT	2022-12 W&	01/27/2023	39.84-	20131991	.00		0
Total 6341400001:							39.84-		.00		
63-41442-062	MUNICIPAL GREEN POWER	5520	WPPI ENERGY	GREEN POWER	42-122022	01/13/2023	522.00	20131978	.00		0
Total 6341442062:							522.00		.00		
63-51555-300	POWER PURCHASED	5520	WPPI ENERGY	PURCHASED POWER	42-122022	01/13/2023	463,251.69	20131978	.00		0
Total 6351555300:							463,251.69		.00		
63-51584-300	OPER UG LINE	90123	C&M HYDRAULIC TOOL S	2573X	0175619-IN	01/13/2023	5,928.76	49495	.00		0
Total 6351584300:							5,928.76		.00		
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	2.5 GAL LUBRICANT RETURN	0176304-IN	01/27/2023	1,334.58	49577	.00		0
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	90 DEGREE IMPACT WRENCH KIT	0176274-IN	01/13/2023	1,334.58	49495	.00		0
63-51593-300	OH LINE MAINTENANCE	9149	RESCO	CONNECTOR PIGTAIL COMP	883036-00	01/13/2023	209.89	49516	.11		0
63-51593-300	OH LINE MAINTENANCE	90092	BORDER STATES ELECTRI	FAST BACK HAWKBILL FOLD KNIFE	925479250	01/06/2023	74.85	49391	.00		0
63-51593-300	OH LINE MAINTENANCE	91505	STOUGHTON UTILITY	After Hours Help	013773	01/27/2023	795.03	49617	.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 6351593300:							3,748.93		.11		
63-51593-301	OH TREE TRIMMING	3456	MID-STATE EQUIPMENT	CHAINSAW PARTS	128116-1	01/06/2023	75.98	49428	.00		0
Total 6351593301:							75.98		.00		
63-51594-300	UG LINE MAINENANCE	3449	MID-AMERICAN RESEARC	SUPPLIES-PAINT- RED W/ FREIGHT	0779625-IN	01/06/2023	1,974.00	49427	.00		0
63-51594-300	UG LINE MAINENANCE	9149	RESCO	URD TAG KIT W/SELF LAM RED	883698-00	01/27/2023	124.08	49611	.06		0
63-51594-300	UG LINE MAINENANCE	9209	DIGGERS HOTLINE INC	PREPAID EMAIL FEES	221 2 47501	01/13/2023	59.20	49504	.00		0
63-51594-300	UG LINE MAINENANCE	9209	DIGGERS HOTLINE INC	SEMI-ANNUAL PREPAY FEES	220 6 47501	01/27/2023	675.20	49586	.00		0
Total 6351594300:							2,832.48		.06		
63-51594-891	LINE MAPPING	922795	ESRI-ENVIRONMENTAL SY	LINE MAPPING	94390877	01/06/2023	625.00	49406	.00		0
Total 6351594891:							625.00		.00		
63-51902-110	ACCOUNTING & COLLECTING	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102774	01/06/2023	596.16	49441	.00		0
63-51902-110	ACCOUNTING & COLLECTING	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-102935	01/06/2023	602.64	49441	.00		0
63-51902-110	ACCOUNTING & COLLECTING	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103250	01/13/2023	758.16	49524	.00		0
63-51902-110	ACCOUNTING & COLLECTING	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103401	01/20/2023	641.52	49563	.00		0
63-51902-110	ACCOUNTING & COLLECTING	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-103567	01/27/2023	233.28	49622	.00		0
Total 6351902110:							2,831.76		.00		
63-51902-210	ACCT & COLLETING PROF SE	90741	STOP PROCESSING CENT	BILLER W1403 SIGNUPS & WEBSITE SEC ACCESS FEE	20048	01/13/2023	51.00	49521	.00		0
Total 6351902210:							51.00		.00		
63-51902-300	ACCT & COLLECTING EXPENS	1007	8X8 INC	MONTHLY SERVICE CHARGES- ELECTRIC	3688579	01/27/2023	124.06	49568	.00		0
63-51902-300	ACCT & COLLECTING EXPENS	1007	8X8 INC	MONTHLY SERVICE CHARGES- ELECTRIC	3672938	01/06/2023	124.06	49384	.00		0
63-51902-300	ACCT & COLLECTING EXPENS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	33086038	01/06/2023	126.56	49412	.00		0
Total 6351902300:							374.68		.00		
63-51902-361	COMMUNICATION EXPENSE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L	0548070846-	01/06/2023	152.77	49442	.00		0
63-51902-361	COMMUNICATION EXPENSE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L	0554189440	01/27/2023	74.89	49623	.00		0
Total 6351902361:							227.66		.00		

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
63-51903-300	BILLING SUPLIES AND EXPEN	5520	WPPI ENERGY	SUPPORT SERVICES SEPT	42-122022	01/13/2023	2,060.84	20131978	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	MONTHLY UB POSTAGE	227383	01/06/2023	1,020.12	49417	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	SUPPLIES	227383	01/06/2023	251.57	49417	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	OTHER	227383	01/06/2023	8.36	49417	.00	0	
Total 6351903300:							3,340.89		.00		
63-51920-210	ADMINISTRATIVE PRO SERVI	1885	CONSIGNY LAW FIRM SC	ATTY FEES-ELECTRIC	56168	01/06/2023	310.00	49399	.00	0	
Total 6351920210:							310.00		.00		
63-51921-300	OFFICE SUPPLIES & EXPENS	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ELECTRIC	IN14014606	01/13/2023	34.27	49508	.00	0	
63-51921-300	OFFICE SUPPLIES & EXPENS	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ELECTRIC	IN14051651	01/20/2023	10.94	49545	.00	0	
Total 6351921300:							45.21		.00		
63-51921-361	COMMUNICATION EXPENSE	9196	ANSER SERVICES	BASE RATE FOR JANUARY 2 TO JANUARY 29	10395-01022	01/13/2023	273.00	49491	.00	0	
Total 6351921361:							273.00		.00		
63-51926-131	CLOTHNG ALLOWANCE	4730	CHASE STIKLESTAD	REIMB FIRE RESISTANT CLOTHING	2023-0108	01/20/2023	191.97	49538	.00	0	
Total 6351926131:							191.97		.00		
63-51928-300	REGULATORY EXPENSE	90925	PUBLIC SERVICE COMMIS	PSC DIRECT ASSESSMENT-ELECTRIC -1880-TE-103	2212-I-01880	01/27/2023	3,582.49	49609	.00	0	
Total 6351928300:							3,582.49		.00		
63-51930-130	SAFETY EQUIPMENT AND PP	4874	THE SHOE BOX	SHOE ALLOWANCE-A BRADY	83864	01/13/2023	174.60	49522	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	4874	THE SHOE BOX	SHOE ALLOWANCE-EMP P SCHMELING	83861	01/13/2023	169.20	49522	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	4874	THE SHOE BOX	SHOE ALLOWANCE-EMP K LINDROTH	83874	01/13/2023	178.20	49522	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	4874	THE SHOE BOX	SHOE ALLOWANCE-M MATTHEWS	83863	01/13/2023	279.00	49522	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	4874	THE SHOE BOX	SHOE ALLOWANCE-C STIKLESTAD	83862	01/13/2023	288.00	49522	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	5070	ULINE	NEMESIS SAFETY GLASSES EAR PLUGS	158689150	01/27/2023	119.00	49624	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	5070	ULINE	NEMESIS SAFETY GLASSES EAR PLUGS	158689150	01/27/2023	147.70	49624	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	3350	MIKE MATHEWS	REIMB FIRE RESISTANT CLOTHING	2023-01	01/27/2023	348.12	49604	.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 6351930130:							1,703.82		.00		
63-51930-251	IT SERVICE AND EQUIPMENT	1810	CIVIC SYSTEMS LLC	SEMI-ANNUAL SUPPORT FEE-ELECTRIC	CVC22717	01/06/2023	3,215.30	49397	.00	0	
63-51930-251	IT SERVICE AND EQUIPMENT	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-UTILITY	010623	01/13/2023	59.61	49500	.00	0	
63-51930-251	IT SERVICE AND EQUIPMENT	2801	INKWORKS INC	CHOOSE RENEWABLE UTILITY BILL INSERT	32090	01/06/2023	916.49	49418	.00	0	
Total 6351930251:							4,191.40		.00		
63-51930-300	MISC GENERAL EXPENSES	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	701	01/27/2023	146.25	49618	.00	0	
63-51930-300	MISC GENERAL EXPENSES	3435	MENARD'S-JANESVILLE	SUPPLIES - 10" RED BELL/3CT 150MM SHATT ORN SILVR	15934	01/20/2023	53.92	49552	.00	0	
63-51930-300	MISC GENERAL EXPENSES	2157	EMERGENCY MEDICAL PR	SUPPLIES-ZOLL STAT PADZ II HVP MULTI FUNCTION ELECTRODES	2518597	01/27/2023	259.96	49588	.00	0	
63-51930-300	MISC GENERAL EXPENSES	90530	MUNICIPAL WHOLESAL P	MEMBERSHIP DUES	2880	01/06/2023	100.00	49429	.00	0	
63-51930-300	MISC GENERAL EXPENSES	5176	VARESIS AUTO & TRUCK	PARTS & LABOR - SPARK PLUG, COIL, LIGHT	2285	01/27/2023	582.79	49626	.00	0	
Total 6351930300:							1,142.92		.00		
63-51930-330	PROFESSIONAL DEV/TRAININ	3560	MUNICIPAL ELECTRIC UTI	REGIONAL SAFETY MGMT-ELECTRIC	011523-39	01/27/2023	4,050.00	49605	.00	0	
63-51930-330	PROFESSIONAL DEV/TRAININ	3350	MIKE MATHEWS	REIMB FOOD & CONFERENCE	01232023	01/27/2023	140.63	49604	.00	0	
63-51930-330	PROFESSIONAL DEV/TRAININ	922802	ANTHONY BRODY	REIMB - FOOD	202301	01/27/2023	66.43	49572	.00	0	
Total 6351930330:							4,257.06		.00		
63-51930-340	TOOL AND EQUIPMENT	3600	NAPA OF OREGON	IMPACT SOCKET/PIPE PLUG	371569	01/13/2023	32.99	49513	.00	0	
Total 6351930340:							32.99		.00		
63-51930-343	TRANSPORTATION FUEL	1681	CASEY'S BUSINESS MAST	W&L FUEL W/ DISCOUNT	QN366-1222	01/13/2023	57.94	49496	.00	0	
Total 6351930343:							57.94		.00		
63-51930-350	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	M/C LAMP	372029	01/13/2023	22.44	49513	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	CORE DEPOSIT	371551	01/13/2023	30.00-	49513	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	CORE DEPOSIT	371463	01/13/2023	189.99	49513	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	NAPAGOLD OIL FILTER	370763	01/13/2023	377.00	49513	.00	0	
Total 6351930350:							559.43		.00		
63-51930-392	PUBLIC RELATIONS AND ADV	1240	THRYV	AT&T YEL PAGES ADVERTISING-W&L	800370196-0	01/27/2023	15.50	49621	.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 6351930392:							15.50		.00		
63-51932-300	BUILDING AND PLANT MAINTENANCE	1230	ARAMARK	MONTHLY RUG SERVICE - W&L	6140098010	01/06/2023	43.01	49386	.00	0	
63-51932-300	BUILDING AND PLANT MAINTENANCE	5600	WE ENERGIES	MONTHLY GAS SERVICE-SHOP W&L	00004-1222-	01/06/2023	738.85	49445	.00	0	
63-51932-300	BUILDING AND PLANT MAINTENANCE	5600	WE ENERGIES	MONTHLY GAS SERVICE-SHOP W&L	00009-1222	01/06/2023	1,759.73	49445	.00	0	
63-51932-300	BUILDING AND PLANT MAINTENANCE	1778	CINTAS CORP	RESTOCK 1ST AID KIT W&L	8406025698	01/06/2023	52.61	49396	.00	0	
63-51932-300	BUILDING AND PLANT MAINTENANCE	1006	1848 CONSTRUCTION INC	PROJECT # 21-0028/MAINTENANCE GARAGE	210028.12	01/27/2023	3,532.13	49567	.00	0	
63-51932-300	BUILDING AND PLANT MAINTENANCE	1006	1848 CONSTRUCTION INC	PROJECT # 21-0028/MAINTENANCE GARAGE	210028.11	01/27/2023	4,613.74	49567	.00	0	
Total 6351932300:							10,740.07		.00		
63-51932-360	BUILDING & PLANT UTILITY C	5160	CITY OF EVANSVILLE	ELEC/WATER-W&L-ELECTRIC	2023-01 W&	01/27/2023	993.02	20131981	.00	0	
63-51932-360	BUILDING & PLANT UTILITY C	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM W&L	0052369123	01/13/2023	116.97	49497	.00	0	
Total 6351932360:							1,109.99		.00		
63-51932-821	BUILDING & PLANT IMPROVE	3640	NELSON YOUNG LUMBER	4x8 1/2" MDO BOARD	140354-I	01/13/2023	17.92	49514	.00	0	
63-51932-821	BUILDING & PLANT IMPROVE	5070	ULINE	LINED COWHIDE/WIRE DECKING/RACK BEAMS	157750818	01/13/2023	1,000.00	49525	.00	0	
Total 6351932821:							1,017.92		.00		
Grand Totals:							3,320,239.25		57.17		

**CITY OF EVANSVILLE
RESOLUTION #2023-02**

Amending the City of Evansville’s Fee Schedule – Recreational Baseball

WHEREAS, Wisconsin Statutes section 66.0628(2) holds, “Any fee that is imposed by a political subdivision shall bear a reasonable relationship to the service for which the fee is imposed;”

WHEREAS, the last adjustment for Recreational baseball/softball fees was January 2012.

WHEREAS, the City saw approximately 150 participants in the T-ball and baseball programs hosted by the City in 2022 costing approximately \$40 on average per participant.

WHEREAS, it is a priority for the City to maintain public low-cost baseball programming for Evansville’s youth.

WHEREAS, Staff recommends increasing and imposing fees to recoup approximately 68% of the costs for provided baseball programming;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Evansville that the City of Evansville’s Fee Schedule is amended, effective upon adoption, as follows:

<u>Municipal Code</u>	<u>Description</u>	<u>Old Fee</u>	<u>New Fee</u>
86-5(b) (a)	T-Ball, resident	13.00	20.00
Fees -	T-Ball, nonresident	18.00	25.00
Recreational	Baseball, resident	28.00	30.00
Baseball/ softball	Baseball, nonresident	33.00	35.00

Passed and adopted this 14th day of February, 2023.

Dianne C. Duggan, Mayor

ATTEST: _____
Leah Hurtley, City Clerk

Introduced: 02/14/2023
Adopted: 02/14/2023
Published: 02/22/2023

CITY OF EVANSVILLE
RESOLUTION #2023-03

**RESOLUTION DECLARING OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FROM PROCEEDS OF
BORROWING FOR 2023 CAPITAL IMPROVEMENT PROJECTS**

WHEREAS, the City of Evansville, Rock County, Wisconsin (the "Issuer") plans to undertake, park improvements and aquatic center construction, equipment purchases, street resurfacing, building improvements, sidewalk construction and dam repairs (the "Project");

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

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

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

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

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

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

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

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

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

Passed this 9th day of February 2023.

CITY OF EVANSVILLE

Dianne C Duggan, Mayor

Introduced: *****
Adopted: *****
Published: *****

Attest: _____
Leah Hurtley, City Clerk

**CITY OF EVANSVILLE
RESOLUTION #2023-04**

Amending the 2023 Budget

WHEREAS, The City is required to amend its budget from time to time.

WHEREAS, all expense increases in the Electric Utility Fund have offsetting revenues or decreases in other spending;

WHEREAS, the Electric Utility received a \$169,293.05 revenue to account number 63-41434-001 for sale of property from a transformer sale, will see a decrease of \$77,224.50 to account number 63-51582-300 for substation expenses, will see an increase of \$100,000 to account number 63-51920-210 for administrative professional services expense for USIC locating services, will see an increase in expenses of \$100,000 in account number 63-51584-300 for underground line work and will see an increase in fund balance of \$46,517.55 with a use to be determined;

WHEREAS, the General Fund expects to receive a \$8,321 revenue to account number 40-48300-570 sale of city property including a L8000 plow truck and a loader plow and will see an increase of \$8,321 to account number 40-53300-840 DPW equipment purchase for a plow truck chassis cost increase;

NOW THEREFORE, be it hereby resolved by the Common Council of the City of Evansville to approve a budget amendment of \$169,293.05 in increased revenues for the Electric Utility fund with \$46,517.55 going to fund balance and an increase in expenses of \$122,775.50; and approve a budget amendment of \$8,321 in increased revenues for the General Fund and an increase in expenses of \$8,321:

NOW THEREFORE, be it further resolved by the Common Council of the City of Evansville to amend the budget for the year ending December 31, 2023.

Passed this 14th day of February, 2023.

By: _____
Dianne C. Duggan, Mayor

Attest: _____
Leah Hurlley, City Clerk

Introduced:
Adopted:
Published:

**CITY OF EVANSVILLE
RESOLUTION #2023-05**

Allocating City of Evansville's ARPA Funds

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

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

WHEREAS, the City seeks to allocate \$395,000 of the total funding.

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

\$50,000 for an emergency generator at the Police Department to ensure safe consistent operations in times of an emergency and assure safety equipment is always up and running;

\$100,000 for an emergency generator at City Hall to ensure consistent customer service and quick response to residents during an electrical outage or disaster;

\$20,000 for a feasibility study for the Youth Center to understand space, programming, and location needs to continue to serve the future youth of the City;

\$50,000 towards a 2026 recreational walking trail along Allen Creek connecting Water Street and Church Street, providing active and passive recreational opportunities, connecting the Cherry/ Almeron/ Walker Street neighborhood to civic activities in Evansville's downtown and at Creekside Place, consistent with the City's Comprehensive Plan and Park and Recreation Plan;

\$20,000 for digital networking upgrades to the EMS, Police, and City Hall facilities to provide first responders efficient and reliable connection to City Servers, internet, and information;

\$30,000 to refurbish and repurpose areas of City Hall to create copy/ mailing, conference, and employee meal and break areas that provide professional meeting spaces for public engagement and separate copy and mail production areas from employee break and food storage areas;

\$50,000 for grants to commercial building owners to create affordable residential space on now vacant upper floors in Evansville's downtown, converting residential space on first stories to commercial/retail uses, and provide assistance money to targeted small businesses locating in the City. Such grant programs will be created by City staff, Economic Development, and Historic Preservation Committees;

\$75,000 for security, safety, and cybersecurity at City buildings by allowing the installation of security cameras, secured and monitored access to servers, upgrade and installation of fire and smoke monitors along with automatic door closers, and self-monitoring/reporting fire panel at City Hall as well as a cybersecurity risk analysis.

Leaving a remaining \$174,396.94 to be allocated by Common Council before December 31st, 2023 for uses that may include parks, recreation, public works, development incentives, or police equipment.

Passed and adopted this 14th day of February, 2023.

Dianne C. Duggan, Mayor

ATTEST:

Leah Hurtley, City Clerk

Introduced: 02/14/2023
Adopted: 02/14/2023
Published: 02/22/2023

Evansville, WI

Request For Proposal

“Utility Locating & Marking Services”

January 31, 2023

Prepared By

USIC Locating Services, LLC
Victoria Letnich
Business Development: Regional
317-343-9892



USIC PRICING PROPOSAL FOR EVANSVILLE, WI

Pricing

- Per One Call Ticket \$10.50 Per Ticket
- Project Rate \$15.00 Per Quarter Hour
- Business Hour Emergency Ticket \$40.00 Flat Fee
- After Hour Emergency Ticket \$40.00 Flat Fee
- Non-At Fault Damage Investigation \$275.00 Flat Fee
- Offering \$2,000.00 per at-fault damage incident in liability.

NOTE: USIC does not charge for any drive time, paint, or flags.

Pricing Definitions

Per One Call Ticket – All tickets received from State One Call.

Project Rate – If locating Evansville, WI utility exceeds thirty minutes, the ticket will then be billed the proposed per ¼ hour Project Rate starting after the first thirty minutes of locating time.

Business Hour Emergency Ticket – Any Emergency Tickets that are received between the hours 7:00 A.M - 5:00 P.M, Monday – Friday. This fee is a flat fee and no hourly fees will be charged.

After Hour Emergency Ticket – Any After Hour Emergency Tickets that is received between the hours 5:00 P.M - 7:00 A.M, Monday – Friday, all day Saturday & Sunday including Holidays. This fee is a flat fee and no hourly fees will be charged.

Non-At Fault Damage Investigation – USIC will respond and investigate all damages to the Evansville, WI utility. Should the final findings by both parties prove that USIC is clearly not the party causing the damage, USIC will be compensated \$275.00 for the time to perform the Damage Investigation and provide report to Evansville, WI .

PLEASE NOTE: This fee is typically a roll through fee that Evansville, WI can charge back to the damaging party.

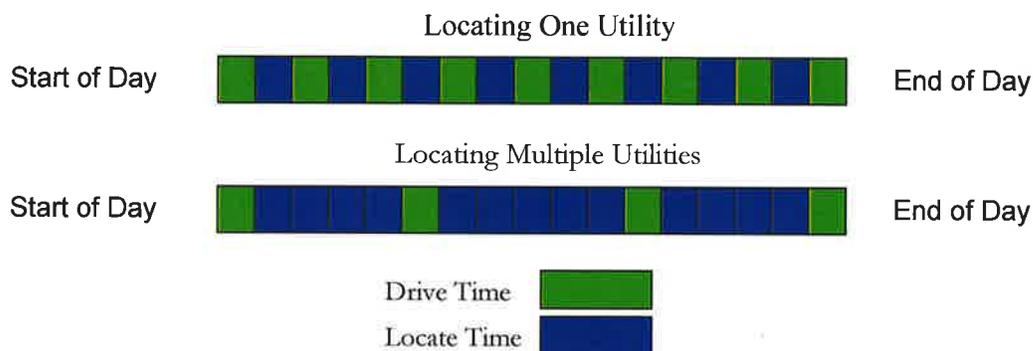
In addition to saving money on locating expense, Evansville, WI will experience the added value of using our Professional Damage Prevention Services.

OUR VALUE PROPOSITION INCLUDES:

- Basic Economic Value Summary
- Risk Management Summary
- Advanced Technology Summary
- Professional Services Summary

BASIC ECONOMIC VALUE

- USIC currently visits every job site already for other utility clients creating *economies of scale that cannot be matched* internally or by any other vendor.



RISK MANAGEMENT

- USIC *investigates every damage occurrence. Reports Upon Request*
- USIC uses a CDI (Certified Damage Investigator) to investigate and prepare reports.
- Each report includes pre and post dig photos and all pertinent documentation. All reports are prepared electronically and uploaded through wireless technology.
- All damage reports made available for use in claims recovery efforts
 - Damage reports enables you to recover all damage expense from either the locate vendor or from the excavator.

ADVANCED TECHNOLOGY

- USIC utilizes an in-house proprietary ‘real time’ ticket management system (TicketPro) that reflects 30 plus years of locating experience. The depth of TicketPro cannot be matched by any ‘off the shelf’ ticket management system.

- USIC technicians work their ticket load in a real time, paperless environment (creating even more labor related efficiencies).
- **Evansville, WI will have direct, real time access** to our ticket management system (**Customer Portal**). Evansville, WI will have ability to:
 - View tickets as they come in from the State One Call service “Real-Time”
 - Quickly identify when ticket is due and if completed, time it was completed and what was located.
 - Query any ticket by ticket number
 - View all post locate photos attributed to that located
 - Additional information package available upon request.

PROFESSIONAL SERVICES

- Evansville, WI increases labor support.
- Evansville, WI increases labor management in terms of Supervisors, District Managers, Senior Directors and VP of Operations.
- Technician support also includes a Claims Manager, a Quality Manager, a HR Specialist and a Key Accounts Manager
- Accurate and timely locates to include pre-dig photographs to assist in damage recovery.
- USIC uses the latest technology and works ‘real time’ in a paperless environment to ensure data integrity.
- USIC encourages regular performance meetings with Evansville, WI
- USIC is engaged nationally in the prominent industry association and legislation (to include the Common Ground Alliance (CGA) and National Utility Locating Contractors Association (NULCA). We also track and invest in the latest locating technology.
- USIC provides all labor and materials to include all after hours emergencies, weekends and holidays. We manage the work, you manage us.
- USIC provides Evansville, WI all data and tools necessary to professionally manage their damage prevention program.

Evansville, WI

In partnership with

USIC Locating Services, LLC

FACILITIES LOCATING AND MARKING SERVICE CONTRACT

THIS CONTRACT ("Contract") is entered into as of February 7, 2023, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and Evansville, WI(**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities in the geographic area described on Exhibit A to this Contract.
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's Facilities listed in Exhibit A.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

1. Definitions. In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advanced Locate Service** means conductive, inductive, and map-based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate.
 - 1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.
 - 1.3 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to Telecommunication Vault or Manhole Entry, Unlocatable Facilities, Work Zone Protection aka "Temporary Traffic Control Services" or "Flaggers", labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.
 - 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
 - 1.5 **Customer's Facilities** means any Facilities owned or operated by Customer.
 - 1.6 **Damage Investigation Fee** means the fee charged to Customer when chargeable pursuant to this Contract, for a damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data).
 - 1.7 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
 - 1.8 **Digital Locating** means the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.
 - 1.9 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
 - 1.10 **Emergency After Hours Locate** means a request for a Locate that arises from a condition as defined by applicable state law and One Call Center ticket types and is transmitted on weekends, weekdays, and holidays, as defined by applicable federal and state statute and/or One Call Center holidays, outside of the USIC's normal business hours (7:00 am – 5:00 pm).

- 1.11 **Excavator(s)** means any person or entity which engages directly in excavation.
- 1.12 **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.13 **Gridding** means the geographic boundary area identified by Customer and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a Locate Ticket).
- 1.14 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.
- 1.15 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.16 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable Facilities.
- 1.17 **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by USIC in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined herein after, where applicable in accordance with the definition of "Project Locate" hereunder.
- 1.18 **Locate Service(s)** means the services, of any type of ticket, to be provided by USIC under this Contract consisting of the process of verifying if Customer's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, detection of Customer's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of Customer's Facilities.
- 1.19 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.20 **Locator Not At Fault Damage** means Damage to Customer's Facilities caused by an Excavator or other third party that occurs for any other reason other than USIC not performing the Locate with Reasonable Accuracy.
- 1.21 **Marking(ed)(ing)** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association.
- 1.22 **One Call Center or 811** means each state's Ticket issuing system for all excavation notices.
- 1.23 **Positive Response** is an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.

- 1.24 **Project Locate or Long Scope Ticket(s)** is any Locate that, for any reason, requires USIC technicians to spend more than thirty (30) minutes to execute the Locate Services requested by the subject Ticket. Project Locate or Long Scope Ticket(s) time is tracked using USIC's system thresholds and may include any Ticket type (including but not limited to Tickets designated as routine, normal, and/or emergency). Any portion or increment of work above a time threshold shall be rounded up to the next whole unit.
- 1.25 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.26 **Repair Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages (so long as Customer's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, replacement or extension of Customer's Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated); costs arising out of collection actions, whether incurred by the Customer or collection agencies; any other costs or expenses excluded by Section 7 of this Contract or any other provision of this Contract. USIC reserves the right to dispute the reasonableness of any of Customer's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute in accordance with Section 12.
- 1.27 **Site** means the premises where Locate Services are performed, and Customer has ownership or exercises control.
- 1.28 **Telecommunications Vault or Manhole Entry**, as stated 29 CFR 1910.269(x), is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only.
- 1.29 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.
- 1.30 **Ticket(s)** means the document generated at and transmitted by the One Call Center to USIC containing each request for Locate.
- 1.31 **Unidentifiable Facilities** means Customer's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by Customer.
- 1.32 **Unlocatable/Untonable Facilities**, means Customer's Facilities, including abandoned Facilities, whose presence is known either from records provided by Customer or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.
- 1.33 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.

- 1.34 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.35 **White-Lining** means the Excavator designates the route and/or area to be excavated using white pre-marking either onsite or electronically (when available through the One Call Center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One Call Center and before the Locate technician arrives on the job.
- 1.36 **Work Zone Protection** means the activities necessary by USIC to achieve compliance with federal, state, county, and local laws for the safety of motorists and USIC workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as "Flaggers."

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials (except maps, prints, and records to be provided by Customer under Section 3), and equipment necessary to perform Locate Services including Locates, Project Locates or Long Scope Ticket(s), Emergency Normal Hours Locate, Watch and Protect, and Emergency After Hours Locate for Customer within the Contract service area detailed in Exhibit A. All Ticket transmittals to USIC shall come directly from each state's One Call Center for the service area detailed in Exhibit A.
- 2.2 Upon receipt of a request for a Locate Services, USIC will assess whether a conflict exists between the Customer's Facilities and the proposed excavation Site based on the maps, prints, and records provided by the Customer (commonly called Digital Locating). In its discretion, USIC may perform a Visual Inspection for any Locate request, but USIC is not required to do so if Customer's maps, prints, and records indicate that there is no conflict between Customer's Facilities and the excavation Site.
- 2.3 If USIC determines that Customer Facilities are present at the excavation Site, USIC will Mark Customer's Facilities at the Site, except for Unlocatable/Untonable Facilities and send Positive Response documentation that may consist of photographs, drawings, or notes. Photographs shall only be required in situations where taking photographs are permitted by law.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation Site, USIC will mark the site or note in the Ticket response that Customer's Facilities are not present or in conflict with the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. Customer also agrees that USIC will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by Customer.
- 2.6 In the event USIC recognizes that there are Unlocatable/Untonable Facilities at the excavation site, Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable/Untonable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable/Untonable Facility. If any Atypical Condition (AC) is found at the excavation site and USIC is aware of the Atypical Condition, USIC shall notify Customer, and USIC shall employ Advanced Locate Services or other procedures described in Section 1.1 at direction of Customer and with additional pricing when necessary.
- 2.7 Any maps and records furnished by Customer as required by the Contract shall remain the property of Customer. USIC agrees to return or destroy all copies of such maps and records to Customer upon Customer's written request or at the termination of this Contract. This obligation of confidentiality shall

survive the termination of this Contract for a period of five (5) years. All customers maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.

- 2.8 USIC shall perform the Locate Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Locate Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.
- 2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Locate Services to be performed hereunder.

3. Responsibilities of Customer

- 3.1 Customer agrees not to suppress or screen any Tickets in the areas where USIC will provide Locate Services as defined in Exhibit A that would otherwise come to USIC from the state One Call Center. All Customer Tickets shall be transmitted directly to USIC from the state One Call Center.
- 3.2 Customer shall not change existing Gridding such that the volume of Tickets received by USIC is reduced with the applicable state One Call Center on or after the Contract effective date.
- 3.3 Customer agrees to provide USIC with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to USIC's Ticket management system, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to USIC in a timely manner via a secure customer portal provided by USIC or Secure File Transfer Protocol (SFTP). USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.
- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third-Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all Tickets received from each state's One Call Center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract service area that Customer has provided to the state's One Call Center.
- 3.6 Customer agrees to provide USIC with all state-issued 811 codes ("CDC codes") and a comprehensive Customer point of contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; and (3) Markings will be provided outside the Minimum Approach Distance which shall be defined in OSHA's standard for Electric Power Generation, Transmission and Distribution. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via the Positive Response in the Ticket system of any Locates with an electric transmission line on the Site and once the Marking is complete.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via an email address or uploaded to a required Customer portal specified by Customer. In the states of Maine, Nevada, New Mexico, Ohio, Oregon, South Dakota, and Washington, and/or as otherwise may arise from state or federal taxing authorities from time to time, USIC shall invoice the Customer for the following applicable taxes levied on USIC:
- 4.1.1 Sales Tax
 - 4.1.2 Use Tax
 - 4.1.3 Services Provider Tax
 - 4.1.4 Value Added Tax
 - 4.1.5 Gross Receipts Tax
 - 4.1.6 Commercial Activities Tax
 - 4.1.7 Business Tax
 - 4.1.8 Occupation Tax
 - 4.1.9 Or similarly constructed state or local taxation
- 4.2 All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event Customer disputes any portion of an invoice received from USIC, Customer shall provide written notice to USIC no less than fifteen (15) days before the invoice is due. If USIC cannot correct the invoice prior to the due date, Customer shall pay all undisputed charges in accordance with Section 4.2. If proper and sufficient notice of a dispute is not given to USIC, Customer shall pay the entire invoice and proceed with dispute resolution in Section 12.
- 4.3 For any payment that is not timely paid pursuant to Section 4.2: (a) an initial 3% late payment fee will be assessed; and (b) interest will accrue at a rate of 1.5% per month. Should USIC have to pursue collection actions or retain counsel to pursue payment, USIC will invoice Customer for all such costs and Customer is responsible for payment.
- 4.4 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, USIC may give written notice describing such breach ("Notice of Default"). If the breach set forth in the Notice of Default is not curable or if the Customer fails to pay USIC's invoices within ten (10) days following receipt of the Notice of Default, USIC shall have the right and option to immediately terminate this Contract pursuant to Section 5, in addition to all the other rights and remedies available to the non-breaching party under this Contract and at law and in equity.
- 4.5 If Customer fails to pay any Invoice according to the provisions of this Contract and (a) such failure continues for a period of ten (10) days following Customer's receipt of a Notice of Default from USIC or (b) USIC has reasonable grounds for insecurity regarding the performance by Customer of any obligation under this Contract, then USIC, by delivery of written notice to Customer, may demand Adequate Assurance by Customer. "Adequate Assurance" means, at the option of Customer, (i) advance payment in cash by Customer to USIC for Locate Services or (ii) delivery to USIC by Customer of a letter of credit in an amount equal to not less than the aggregate amounts owed from Customer to USIC hereunder for the prior two-month period. If Customer fails to provide Adequate Assurance to USIC within 72 hours of USIC's request, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the Contract; (ii) terminate this Contract upon written notice to Customer, and/or (iii) suspend or reduce all Locate Services under this Contract without prior notice to Customer, in each case, without limiting any other rights or remedies available to USIC under this Contract or otherwise. If USIC exercises the right to terminate this Contract or suspend or reduce any Locate Services, then Customer shall not be entitled to take, or cause to be taken, any action hereunder or otherwise against USIC for such termination, suspension, or reduction.
- 4.6 In the event Customer claims to be owed money from USIC pursuant to Section 6 of this Contract or for any other reason, such disputes shall be handled independently in accordance with Section 12, and Customer shall have no right to withhold, setoff, or otherwise reduce the amounts due to USIC for Locate Services under Section 4.

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of xx/xx/xxxx, and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.
- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the service area as identified in Exhibit A.
- 5.3 Either party to this Contract may terminate this Contract for convenience upon sixty (60) days' prior written notice to the other. Upon such termination, Customer shall only be liable for payment for any tickets transmitted to USIC through the effective date of termination. If Customer fails to provide the required sixty (60) day notice under this provision, Customer will pay USIC an amount equal to 60 days average billing as calculated based on the twelve-month period immediately preceding the termination [or such shorter period if the Contract has been in effect for less than twelve (12) months], which the parties agree is a reasonable estimate of the damages to be incurred by USIC as a result of Customer's termination without notice. This provision is not intended to and shall not eliminate or reduce any other remedies to which USIC may be entitled, all of which are reserved.
- 5.4 Without prejudice to any other right or remedy USIC may have under this Contract, at law and/or in equity, USIC may terminate this Contract effective immediately upon providing written notice of such termination to Customer, in the event of the occurrence of any of the following:
 - 5.4.1 insolvency of Customer;
 - 5.4.2 filing of a voluntary petition in bankruptcy by Customer;
 - 5.4.3 filing of an involuntary petition in bankruptcy against Customer;
 - 5.4.4 appointment of a receiver or trustee for Customer;
 - 5.4.5 execution by Customer of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
 - 5.4.6 commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
 - 5.4.7 Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent; or
 - 5.4.8 Failure by Customer to timely cure any breach for which Customer has received a Notice of Breach under Section 4.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall as promptly as possible, and not later than twelve (12) hours from becoming aware of the damage, notify USIC. This notification must be made by calling USIC at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities. Any such phone or email notification by Customer, Excavator, Third-Party Administrator, or any other party shall commence USIC's damage investigation process. Upon USIC's request, Customer will provide list of contacts by division for claims of Damage to Company's Facilities.
- 6.2 USIC will investigate all incidents of Damage to Customer's Facilities for which it has been notified and provide, a written report of its findings to Customer via the Customer portal. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a Locator At Fault Damage, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If Customer disputes USIC's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with Section 12.

- 6.3 All potential Damage to Customer's Facilities shall be investigated, and USIC shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by USIC's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. USIC shall be entitled to collect a Damage Investigation Fee from Customer regardless of how USIC receives notice of the Damage to Customer's Facilities.
- 6.4 Customer agrees that if: (1) Customer fails to timely notify USIC as required by Section 6 of any Damage to Customer's Facilities; or (2) if damage is repaired or site is covered before USIC can conduct a timely investigation with full access to damage site, then USIC shall not be liable to Customer for any Repair Costs or any other liabilities arising from that Damage to Customers' Facilities, and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7. In such situation, Customer hereby agrees that it is prohibited from asserting that any such Damage to Customer's Facilities constitutes a Locator At Fault Damage.
- 6.5 When damages are determined to be Locator At Fault Damage, Customer agrees that USIC will be invoiced for Repair Costs only with supporting documentation provided with the invoice.
- 6.6 USIC will be responsible for paying Customer's Repair Costs for any Damage to Customer's Facilities only if: (1) USIC received a request to provide Locate Services with respect to a Customer's Facilities at the location of the damage; (2) the Damage to Customer's Facilities constitutes a Locator At Fault Damage; and (3) Customer sends USIC an invoice as required herein.
- 6.7 Customer agrees to provide any supporting documentation and detail requested by USIC that relates to Damage to Customer's Facilities for which Customer submits an invoice to USIC. If Customer does not provide USIC with all requested documentation and detail within six (6) months of invoicing USIC for such damages, USIC shall have no further obligation to participate in the pre-litigation and/or pre-arbitration portions of the Dispute Resolution of Section 12. This provision does not preclude Customer from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.
- 6.8 If Customer fails to present an invoice to USIC for any Damage to Customer's Facilities within twelve (12) months of the date Customer notifies USIC of the damage pursuant to Section 6.1, Customer irrevocably waives and releases any right to seek or demand payment from USIC for such damages.
- 6.9 To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, USIC shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to Customer's Facilities, and Customer shall make any and all reasonable accommodations to allow USIC to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, USIC shall reimburse the Customer to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the Customer.

7. Limitation of Liability and Indemnification

- 7.1 **REPAIR COSTS PAYABLE BY USIC SHALL NOT EXCEED \$2,000.00 FOR ANY SINGLE INCIDENT OR OCCURRENCE OF DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF THE ALLEGED CAUSE OF THE DAMAGE, REGARDLESS OF THE NUMBER OF FACILITIES DAMAGED IN THE INCIDENT, AND REGARDLESS OF THE ALLEGED SCOPE OR AMOUNT OF THE DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS NOT INTENDED TO EXPAND OR OTHERWISE IMPOSE LIABILITY ON USIC BUT, RATHER, IS INTENDED TO BE AN ABSOLUTE LIMIT ON USIC'S LIABILITY TO CUSTOMER FOR ANY INCIDENT INVOLVING DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF CAUSE.**
- 7.2 **USIC'S TOTAL LIABILITY TO CUSTOMER UNDER THIS CONTRACT SHALL NOT EXCEED ONE TIMES THE ANNUAL CONTRACT VALUE DETERMINED BY TRAILING TWELVE-MONTH PERIOD.**

- 7.3 If Damage to Customer's Facilities is not Locator At Fault Damage or if Customer's Facilities are Unidentifiable Facilities or Unlocatable/Untonable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. If USIC provides such support at the request of Customer or any representative of Customer (including but not limited to informal requests for assistance and formal litigation requests including document and testimony subpoenas from Customer's attorneys or third party claims administrators): (1) such support shall be provided by USIC at no additional cost of Customer has already paid a Damage Investigation Fee related to the incident; (2) Customer shall be invoiced for and agrees to pay a Damage Investigation Fee if one has not already been paid relating to the incident.
- 7.4 Customer agrees not to add USIC as a defendant or otherwise as a party to any litigation or arbitration Customer is pursuing against an Excavator or any other third party for any Damage to Customer's Facilities that was not, prior to initiation of such proceeding, to be a Locator At Fault Damage in accordance with this Contract. If Customer violates this provision and adds USIC in any such proceeding, Customer agrees that this provision gives USIC the right to the seek immediate dismissal from such proceeding.
- 7.5 To the fullest extent compliant with applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages.
- 7.6 Each Customer and USIC (as an "Indemnifying Party") shall defend and indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, only to the extent caused by the fault of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of fault. The Indemnifying Party may retain counsel of its choosing, at its own expense. The Indemnified Party may retain separate or additional counsel as well, but cost of such counsel shall be borne by the Indemnified Party. USIC has no obligation to defend or not indemnify Customer for Third Party Claims resulting from Damages that are not caused by USIC's negligence fault nor shall USIC be required to defend or indemnify Customer for damages or Third Party Claims relating to Unidentifiable Facilities, Unlocatable/Untonable Facilities or Third Party Claims that arise from the sole or partial fault, negligence, or willful misconduct of Customer, its agents or employees. Any party seeking defense and/or indemnity under this Section must provide notice to the other party as promptly as possible upon becoming aware of the incident for which defense and/or indemnity is being sought; failure to prompt notice waives the party's right to be an Indemnified Party under this Contract.

8. Price Revisions

- 8.1 At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit A shall be increased annually by 5%.
- 8.2 Fuel Surcharge
- 8.2.1 USIC will assess and invoice a monthly fuel surcharge per the schedule below, measured each calendar month. The Average Fuel Price per Gallon will be based on "U.S. Regular All Formulations Retail Gasoline Prices" (Monthly View) at <https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM EPMR PTE NUS DPG&f=M>. The corresponding surcharge amount will be multiplied by the quantity of billed Tickets ("Initial Charges" only, defined hereinafter) in the month. For example, if the average fuel price per gallon for a given month warranted a fuel surcharge, USIC would invoice the respective fuel surcharge against billable Tickets for that same month (1,000 Billable Tickets X \$0.30 Fuel Surcharge = \$300 total). [Column 1 to be adjusted prior to execution]

Average Fuel Price per Gallon	Fuel Surcharge per Billed Ticket (Initial Charges)
<\$3.000	No Surcharge
\$3.000 - \$3.499	\$0.15
\$3.500 - \$3.999	\$0.30
\$4.000 - \$4.499	\$0.45
\$4.500 - \$4.999	\$0.60
\$5.000 - \$5.499	\$0.75
\$5.500 - \$5.999	\$0.90
For each additional \$0.50 tier	Add \$0.15 from previous tier's surcharge amount

- 8.2.2 "Initial Charges" include but are not limited to Per Ticket, Emergency Normal Hours, Emergency After Hours, etc. Fuel surcharges will not be applied to incremental billed units that result from extended time spent on a Ticket.
- 8.2.3 If surcharges are assessed, USIC reserves the right to include the fuel surcharges on a customer's standard invoice or on a separate invoice in a period following the close of the month.
- 8.2.4 Standard payment terms apply to stand-alone fuel surcharge invoices.

8.3 Labor Escalation

- 8.3.1 USIC will assess supplemental annual price increases (combined with standard annual price increases) related to the cost of labor per the U.S. Bureau of Labor Statistics Employment Cost Index: Total Compensation for Private Industry Workers in Service Occupations. If the annual percent change for the labor index reaches 3.5% (index average from 2018 – 2020 was 3.5%), then USIC will assess an additional price increase per the table below.

Average Change from Prior Year (%)	Additional Price Increase
<3.50%	No Additional Price Increase
3.50% - 4.49%	0.60%
4.50% - 5.49%	1.20%
5.50% - 6.49%	1.80%
6.50% - 7.49%	2.40%
7.50% - 8.49%	3.00%
8.50% - 9.49%	3.60%
For each additional 1% tier	Add 0.60% from previous tier's increase

- 8.3.2 USIC will use the most recent 4 quarters available at the contract renewal date.
- 8.3.3 To calculate the Average Change from Prior Year (%):
 - a. Go to <https://fred.stlouisfed.org/series/CIU2010000300000I>
 - b. Click Edit Graph
 - c. Change Units to "Percent Change from a Year Ago"
 - d. Change Modify frequency to "Quarterly"
 - e. Close sidebar
 - f. Click Download and choose Excel
 - g. Average 4 most recent quarters
 Example: 2021 Average = 5.48%
 - 1. 2021 Q1: 3.94%
 - 2. 2021 Q2: 4.82%
 - 3. 2021 Q3: 6.10%
 - 4. 2021 Q4: 7.07%
- 8.3.4 In the example where the labor index average increase was 5.48%, ABC Company would fall into the 4.50% - 5.49% tier. If they have a fixed annual price increase, the price increase would rise by 1.20% (annual price increase + 1.20% price increase for labor) for that year.

- 8.4 Notwithstanding Section 8.1, USIC may, following the first Contract Year, adjust the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 12.1.
- 8.5 Additionally, USIC shall notify Customer if USIC becomes aware of any regulatory, judicial, or 811 process-related changes that affects the amount of time it takes USIC to provide Locate Services in response to Ticket(s), including but not limited to adjustment of the Ticket parameters or make-up. Subsequent to notification, USIC shall make an equitable adjustment to the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 12.1.

9. Environmental Health and Safety Matters

- 9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- 9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.
- 9.3 Customer shall procure upon USIC's request of any high speed and/or high-density roadways which will require underground Locate Services to be performed with Work Zone Protection and/or Lane Closures as defined in the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration. These notifications shall result in specific joint Customer and USIC plans to achieve work zone protection. These situations may result in the Customer or USIC subcontracting such services in a timely manner such that USIC's workforce will be able to accomplish all other Statement of Work requirements for those notification Tickets, with no penalties for late completion. If USIC procures traffic control services, any such traffic services shall be billed as direct costs to the Customer.
- 9.4 Telecommunications Vault or Manhole Entry shall only be utilized for cable, fiber, and telecommunications Locating Services. USIC personnel are authorized to only enter telecommunications manhole vaults when a second person is onsite, but not inside the manhole vault, in a supporting safety role. No other type of Manhole Entry for any other utility shall be performed by USIC.
- 9.5 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.6 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.7 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.

- 9.8 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.
- 9.9 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made by USIC, with thirty (30) days' written notification to Customer of such adjustment.
- 9.10 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:
- 9.10.1 Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
 - 9.10.2 Information about the design and operation of the Customer's installations that USIC needs;
 - 9.10.3 Arc flash studies;
 - 9.10.4 Ground fault studies;
 - 9.10.5 Hand hole, manhole, and utility vault details; and
 - 9.10.6 Danger poles tagging
- 9.11 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.
- 9.12 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.
- 9.13 Customer shall indemnify USIC for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of USIC's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than USIC.

10. Employment

- 10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, pregnancy, childbirth and related medical conditions, genetic information, military service, citizenship, veteran status, or any other basis protected by applicable federal, state or local law.

11. Insurance

- 11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE		LIMITS
Workers Compensation		Statutory Limit
Employers' Liability		
	Each Accident	\$1,000,000
	Disease, Policy Limit	\$1,000,000
	Disease, Each Employee	\$1,000,000
Comprehensive General Liability		
	Each Occurrence	\$2,000,000
	(bodily injury, advertising injury, personal injury and advertising injury)	
	General Aggregate	\$8,000,000
	Products Completed Operations Aggregate	\$8,000,000
	Medical Limits	Not Covered
	Damages to Premises Rented to You Limit	\$1,000,000
Automobile Liability CSL		\$5,000,000
Cyber		\$5,000,000

12. Dispute Resolution

- 12.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 12.
- 12.2 Prior to initiating litigation or arbitration of a dispute under this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 12.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after such meeting is requested, or such later date as may be mutually agreed, either party may pursue formal resolution as set forth below.
- 12.3 If a dispute has not been resolved by negotiation pursuant to Section 12.2 or if the Parties failed to meet for the first time within twenty (20) days of a party requesting a negotiation meeting pursuant to Section 12.2, then either Party may initiate: (1) arbitration or litigation for disputes of \$250,000 or less, including costs; or (2) litigation for disputes over \$250,000. Any matter initiated in arbitration: (1) shall be filed with the American Arbitration Association (AAA); and (2) shall be heard by a panel of three arbitrators, notwithstanding any AAA rules to the contrary. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

13. Non-Solicitation

- 13.1 Customer agrees that during the term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been employed by USIC within the last six (6) months. The only exception to this provision shall be a publicly posted position by Customer, and a USIC employee responds to that public posting.

14. Force Majeure

- 14.1 Neither party shall be deemed to be in default of this Contract to the extent that any failure, delay, or substantial hinderance to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as:

- 14.1.1 strikes, lock-outs or other industrial disputes at a national level or by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works;
- 14.1.2 embargoes, riot, war, hostilities, acts of terrorism, civil war, rebellion, requisition or compulsory acquisition by any governmental or competent authority;
- 14.1.3 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 14.1.4 acts of God, earthquakes, flood, storm, hurricane, fire, sinkholes, unusually severe weather conditions or strikes or other physical natural disaster;
- 14.1.5 pandemics, epidemics and quarantine or governmental action related to such;
- 14.1.6 compliance with any law or governmental order, rule, regulation or direction;
- 14.1.7 theft, burglary or malicious acts of third parties; and
- 14.1.8 any other events including emergencies and non-emergencies.

- 14.2 If USIC claims that it is prevented, delayed, or substantially hindered from performing their obligations delayed by such a cause, it shall promptly notify Customer, and Customer shall be entitled to obtain replacement Locate Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

15. Contract Choice of Law, Modification, and Assignment

- 15.1 Both parties agree to utilize the laws and venue of the state where the Locate Services are performed.
- 15.2 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.
- 15.3 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least sixty (60) days' advance notice and the prior written consent of USIC.

16. Contract Entirety

- 16.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

17. Severability Clause

- 17.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

18. Contract Notification

- 18.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

- 18.1.1 USIC authorized representative:
USIC Locating Services, LLC
Attn: Contracts

9045 River Road, Suite 200
Indianapolis, IN 46240
contracts@usicllc.com

18.1.2 Customer authorized representative:
Attn: Chad Renly
608-882-2288
City of Evansville, WI
chad.renly@ci.evansville.wi.gov

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

Palmer Shores Water Assoc

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

(Please print)

Title: _____

Title: _____

Date 2/7/2023

Exhibit A

USIC Locating Services, LLC shall provide Services:

In the State of WI.

Member Codes (state One Call CDC or Customer Description Codes): COE01

USIC Locating Services, LLC Pricing:

- \$ 10.50 Per Ticket Received from the One Call
- \$ 40.00 Per Normal Business Hour Emergency Call Out Ticket
- \$ 40.00 Per After Hour Emergency Call Out Ticket
- \$ 15.00 Project Price Per Quarter Hour for Tickets that Exceed 30 Minutes
- \$ 275.00 Damage Investigation Fee

Courtier Foundation, Inc.



David W. Reinecke, President

Ronald M. Wanek, Vice-President

H. Wes Taylor, Secretary & Treasurer

December 12, 2022

City of Evansville
Attn: Jason Sergeant, City Administrator
31 S. Madison St.
PO Box 529
Evansville, WI 53536

Dear Jason:

The Courtier Foundation, Inc. is very pleased to extend an offer to support the project to renovate Westside Park and Leonard-Leota Park in Evansville. The Foundation is proposing to fund up to \$100,000 each year in 2023, 2024, and 2025 as a matching grant to private donations. Accordingly, this grant is conditioned upon appropriate proof of receipt of matching donations by other individuals. The Foundation will make the annual \$100,000 payment to Evansville upon receipt of evidence that Evansville has raised \$100,000 in that year from private donations. This proposed grant is also contingent upon the Foundation's receipt of an acknowledgment that Evansville will use this grant only for its intended purposes and for purposes of matching private donations. We have enclosed a return envelope for you to use to return your acknowledgment.

Kindest personal regards.

Very truly yours,



David W. Reinecke



City of Evansville

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

February 15, 2023

Courtier Foundation, Inc.
David W. Reinecke, President
Attn: Sherry Clay
P.O. Box 1497
Madison, WI 53701

RE: Letter of Acknowledgment for \$300,000 Matching Grant

Mr. Reinecke,

The City of Evansville is excited about the work underway to create improvements and additions to City Parks. These projects will transform the amenities offered to our residents and region for generations. The generous support offered by the Courtier Foundation as part of our Capital Campaign *Growing Our Parks: Recreation for Generations* will assure the success of these projects, as 1.7 million of the total 14.9 million funding relies on generous support from the community and region. Your contribution will inspire others to be part of this capital campaign.

Evansville thanks you and accepts your offer to support these park projects at Leonard Leota and West Side Parks through a matching grant totaling \$300,000 over three years. We will use this grant only for its intended purposes and for purposes of matching private donations.

A brochure is enclosed and highlights the naming opportunities available in the parks, many of these are still available. Please review and advise if the Courtier Foundation would like to be a part of any of these recognition opportunities.

Sincerely,

Jason Sergeant
City Administrator/Finance Director

Enclosures: Courtier Foundation December 2022 Support Letter and Capital Campaign naming opportunities.

CC: Jim Radford, Baker Street; Capital Campaign Steering Committee; and Evansville Common Council

**Computer Software and
Conversion Services Proposal**
City of Evansville
Prepared by Civic Systems, LLC



civicsystems

strong software, strong community

A SUBSIDIARY OF BAKER TILLY US, LLP

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398
Phone: 888.241.1517
Fax: 608.249.1050
mlaesch@civicsystems.com
www.civicsystems.com

January 19, 2023

Software Purchase Agreement

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398

City of Evansville
31 South Madison Street
Evansville, WI 53536

You agree to purchase the software and services detailed below and Civic Systems, LLC agrees to provide them. **Payment is due upon execution of the contract unless other payment terms are negotiated.** The information provided in this proposal is valid for 90 days.

INVESTMENT SUMMARY

Connect License Fees (10 Concurrent Users)	\$ 55,900
<i>Less Connect Upgrade Discount</i>	<i>(41,925)</i>
Conversion/Setup	0
Training	0
New Module License Fees	5,450
Setup	0
Training	0
	<hr/>
TOTAL INVESTMENT	<u>\$ 19,425</u>
ANNUAL SUPPORT INCREASE (New Modules)	<u>\$ 950</u>

SOFTWARE FOR LIFE: Software for Life provides the assurance that the City will never have to purchase another upgrade at any point in the future. As a result, the City will always be on the latest version of the software.

*Travel costs are not included.

SIGNATURE AGREEMENT

The signatures below indicate each party's acceptance and understanding of the Computer Software and Services Contract, Attachment A – Caselle Software Distribution Agreement, and Attachment B – Civic Support Agreement.

CITY OF EVANSVILLE, WI

Signature: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Title: _____

Date: _____



strong software, strong community

A SUBSIDIARY OF BAKER TILLY US, LLP

Selected Modules Detailed Costs

LICENSE FEES (10 CONCURRENT USERS)

Connect Upgrade Modules	License Fee	Conversion	Training Cost	Total Investment
Based on 10 Concurrent User Licenses	\$ --	\$ 0	\$ NA	\$ --
Accounts Payable	7,200	Included	NA	7,200
Check on Demand	Included	Included	NA	Included
Accounts Receivable	5,500	Included	NA	5,500
Animal Licenses	3,300	Included	NA	3,300
Cash Receipting	4,500	Included	NA	4,500
Check Validation	Included	Included	NA	Included
General Ledger	7,000	Included	NA	7,000
Activity Reporting	Included	Included	NA	Included
Bank Rec	Included	Included	NA	Included
Budgeting	Included	Included	NA	Included
miExcel GL	FREE	Included	NA	FREE
miViewPoint	FREE	Included	NA	FREE
Payroll	7,500	Included	NA	7,500
Direct Deposit	Included	Included	NA	Included
Project Accounting	4,500	Included	NA	4,500
Materials Management	4,500	Included	NA	4,500
Utility Billing	11,900	Included	NA	11,900
Direct Pay	Included	Included	NA	Included
Electronic Read Interface	Included	Included	NA	Included
Splitter	Included	Included	NA	Included
Tax Certification	Included	Included	NA	Included
Less: Connect Upgrade Discount	(41,925)	==	==	(41,925)
TOTALS COSTS	<u>13,975</u>	==	==	<u>13,975</u>

NEW MODULES

Connect Upgrade Modules	License Fee	Conversion/ Setup	Training Cost	Total Investment	Total Investment
Cash Receipt – Payment Import	\$ 2,700	\$ --	\$ --	\$ 2,700	300
miPay	Free	--	--	Free	0
miExcel PR	2,000	--	--	2,000	350
Web Services for CR and UB (PSN Interface)	1,500	--	--	1,500	300
Less: Discount	(750)	==	==	(750)	==
TOTALS COSTS	<u>5,450</u>	==	==	<u>5,450</u>	<u>950</u>



strong software, strong community

A SUBSIDIARY OF BAKER TILLY US, LLP

HARDWARE REQUIREMENTS

Network System Requirements – Caselle® Connect – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft® Windows 2012, 2012 R2, 2016 Server (64-bit) or 2019 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher Minimum 16 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data Separate physical hard drive for SQL log file 8-15 K SAS HDD preferred Color SVGA .28 Monitor 1 GB Ethernet Network Card 1 GB Ethernet Switch DVDRW Drive <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Database Server Equipment and Operating System	<ul style="list-style-type: none"> • Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server). • Networks with more than ten workstations may require faster processors and/or more memory than the recommended.
Database Software	Microsoft® SQL Server 2012 (64-bit), 2014 (64-bit) or 2016 (64-bit), or 2019 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel Core 2 Duo, i5, or i7 (3 GHz or higher) 8 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data LCD Monitor <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Workstation Operating System	Windows 10™ Professional (32-bit or 64-bit).
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Data File Transfer	DVDRW Drive
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 and 1500 Series Printers Star TSP100 Epson TM – U325, TM-U675, and Epson TM – H6000IV
Internet Access	DSL, ISDN, or T1 Explanation: Caselle® Applications require Internet access to download program updates. Using an Internet connection that is slower than 256 Kbps will take significantly longer to download data.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Certified
Web Services	IIS 7 (Windows Server 2008, 2012)
miViewPoint <small>Only needed if miViewPoint is being installed.</small>	IIS 7 or later 30 GB of available disk space for miViewPoint on the IIS and SQL Servers Modern Web Browser on any PC using miViewPoint (IE11 or greater, up to date Chrome, or up to date Firefox) If miViewPoint is made internet available a modern mobile browser is required.

Attachment A – Caselle Software License Agreement

Caselle
1656 S East Bay Blvd, Ste 100
Provo, UT 84606
CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Caselle Agrees to provide the software to you, subject to the following terms and conditions.

1. GRANT OF LICENSE

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

2. TITLE AND CONFIDENTIALITY

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

3. LICENSE

You may:

- A. Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- B. Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- A. Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- B. Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- C. Modify the Software or merge it into any other product without the express written consent of Caselle.
- D. Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- E. Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- F. Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (A to F) shall void and terminate this Agreement.

4. TERM

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Attachment A – Caselle Software License Agreement

5. WARRANTY

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period, You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.

6. DISCLAIMERS AND LIMITATIONS OF REMEDIES

Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption or loss of business information arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of an essential purpose of any limited remedy. Caselle's aggregate liability under this agreement for damage will not, in any event, whether based upon contract, negligence, strict liability in tort, warranty or any other basis, exceed the License fees paid by You for the Software.

7. ADDITIONAL SERVICES

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

8. GENERAL

- A. The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and You hereby consent to the jurisdiction of State and Federal courts in Wisconsin. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- C. This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- D. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- E. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- F. In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- G. Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- H. The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- I. Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- J. The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- K. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

Attachment B – Support Agreement

CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the CITY OF EVANSVILLE (client), 31 South Madison Street, Evansville, WI 53536, and CIVIC SYSTEMS, LLC (Civic), 4807 Innovate Ln, Madison, Wisconsin 53707-7398.

TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" – Will denote the CITY OF EVANSVILLE, WI.
- B. "Civic" – Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.

2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the effective date. The effective date is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

3. CHARGES

Civic will invoice client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to client not less than thirty (30) days before the anniversary of the effective date.

4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 8 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600
Toll-Free: 800 241 1517
Fax: 608 249 1050
E-mail: support@civicsystems.com
Website: <http://www.civicsystems.com>

Attachment B – Support Agreement

6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of client. A consent to assign shall be subject to such conditions and provisions as client may deem necessary, accomplished by execution of a form signed by client, Civic, and the assignee.

8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

Attachment B – Support Agreement

11. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to client either procure for client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to client all fees, costs, and charges paid by client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If client does not notify Civic of a breach of Civic's warranty during that 30-day period, client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

Attachment B – Support Agreement

12. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the license fees, services, and support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly US, LLP) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

13. DEFAULT

In the event of payment default by client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

14. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Attachment B – Support Agreement

15. NOTIFICATION

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- A. Actually received, or
- B. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
- C. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth below or
- D. Upon delivery by client of the notice to an authorized Civic representative while at client site.

The addresses of the parties to this Agreement are as follows:

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398

City of Evansville
31 South Madison Street
Evansville, WI 53536

16. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

17. SOFTWARE SUPPORT

The customer will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, client has the ability to log support issues and search a knowledge base utilizing Civic’s customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to client.
- C. Software Upgrades – Civic shall provide client with upgrades to the current platform when available. Civic shall provide client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to client.
- D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic

18. MISCELLANEOUS

This Support Agreement covers those services rendered for pre and post “go-live”.



January 23, 2023

RE: C-Store and Pump 24 Fuel Cards

Dear Valued Patron,

ALCIVIA recently sold their Cenex Convenience Stores (c-stores) to Consumers Cooperative headquartered out of Sauk City, WI. Additional details regarding the sale of ALCIVIA's convenience stores can be located at ALCIVIA.com/cstoresale

The tentative closing date for the sale to Consumers Cooperative is February 20, 2023. After closing, your ALCIVIA fuel cards will no longer function at the c-stores. The purpose of this letter is to assist with your Consumers Cooperative account setup and the distribution of your new fuel cards to ensure a seamless transition for your fueling needs.

CONSUMERS COOPERATIVE

Consumers Cooperative requests the completion of a credit application to create your new account. Once the credit application is completed and reviewed by Consumers Cooperative, you will be contacted regarding your account status. Approved customers will then receive their new fuel cards within three to four business days.

Please complete either the commercial or personal credit application as it relates to your needs. You may complete a credit application online cenex1.com/credit-application or one of the applications included with this mailing. Please mail completed paper applications to:

Consumers Cooperative
PO BOX 668
Sauk City, WI 53583.

The list of c-stores the new Consumers Cooperative cards can be used at is located on the reverse side of this letter under the heading "Consumers Cooperative C-Stores and Fuel Cards." Please do not destroy your current ALCIVIA fuel card until after the confirmed close date.

ALCIVIA

If you currently use your card at one of ALCIVIA's unmanned pumps (pump 24s), ALCIVIA will issue new cards and send them directly to you. There isn't any action you need to take. The list of pumps the new cards can be used at is located on the reverse side of this letter under the heading "ALCIVIA Unmanned Pumps and Fuel Cards." Please do not destroy your current ALCIVIA fuel card until after the confirmed close date.

ALCIVIA and Consumers Cooperative sincerely appreciate and thank you for the opportunity to continue to serve you! Please contact Consumers Cooperative at 608.643.3301 or ALCIVIA at 800.236.3276 with any questions.



The tentative closing date for the sale of ALCIVIA's c-stores to Consumers Cooperative is February 20, 2023. Below is a list of Convenience Stores (c-stores) and unmanned pumps (pump 24s) and the associated fuel card that is needed after the closing date. **Please do not destroy your current ALCIVIA fuel card until after the transition date is confirmed.**

Consumers Cooperative C-Stores and Fuel Cards		
C-Store	Address	City, State and Zip Code
Baldwin	930 10th Ave	Baldwin, Wisconsin, 54002
Burkhardt	1088 County Rd A	Hudson, Wisconsin, 54016
Cottage Grove	207 W Cottage Grove Rd	Cottage Grove, Wisconsin, 53527
Durand	420 2nd Ave E	Durand, Wisconsin, 54736
Ellsworth	610 E Main St	Ellsworth, Wisconsin, 54011
Elmwood	404 E Omaha Ave	Elmwood, Wisconsin, 54740
Evansville	9 John Lindemann Drive	Evansville, Wisconsin, 53536
Foster	E10914 County Rd HH	Osseo, Wisconsin, 54758
Glenwood City	520 1st St	Glenwood City, Wisconsin, 54013
Luck	2527 State Rd 35	Luck, Wisconsin, 54853
Mondovi	801 East Main St	Mondovi, Wisconsin, 54755
Pepin	304 3rd St.	Pepin, Wisconsin, 54759
Pigeon Falls	39866 Hwy 53	Whitehall, Wisconsin, 54773
Prairie Du Sac	1300 Prairie St.	Prairie Du Sac, WI 53578
Sauk City	758 Phillips Blvd	Sauk City, WI 53583
Spring Valley	S405 McCay Ave	Spring Valley, Wisconsin, 54767
Strum	107 West Balsam St	Strum, Wisconsin, 54770
Whitehall	36537 Main St	Whitehall, Wisconsin, 54773

ALCIVIA Unmanned Pumps and Fuel Cards		
Pump 24	Address	City, State and Zip Code
Albany	105 N. Mechanic St.	Albany, WI 53502
Cottage Grove	2510 Coffeytown Rd.	Cottage Grove, Wisconsin, 53527
Franksville	10616 Northwestern Ave	Franksville, WI 53126
Rock Falls	E9075 WI-85	Mondovi, Wisconsin, 54755
Sun Prairie	401 Marshview Dr.	Sun Prairie, WI 53590
Waterford	411 2 nd St.	Waterford, WI 53185

Consumers Cooperative Oil Company
758 Phillips BLVD
Sauk City, WI 53583
608-643-3301
Website: www.cenex1.com
Email address: inquiries@cenex1.com

Commercial Credit Application and Agreement

Please print or type

Date: _____

Business Name: _____

Address: _____

How long at current business address: _____

If less than 1 year, please provide previous address: _____

Business Phone (_____) _____ Fax (_____) _____

Business Website: _____

Name of Authorized Representative: _____

Name of principal responsible for business accounts payable: _____

Accounts payable Email: _____

Federal ID No. _____ Dunn and Bradstreet No. _____

Billing Address: _____

State Sales Tax to be collected: Yes / No

If no, State Sales Tax Exemption _____ Resale Certificate _____

Business annual revenue: _____ No. of Employees _____

Company Information

Type of Business: _____

Is your business (Please check one):

Sole Proprietorship: _____ Partnership: _____ LLC: _____ Corporation _____

If LLC or Corporation, date of organization / incorporation: _____ State _____

If sole proprietor:

Name	Home Address	Phone:	Social Security No.
------	--------------	--------	---------------------

If partnership, LLC or corporation, list partners / members / officers:

Name	Title	Home Address/Phone	Social Security No.
------	-------	--------------------	---------------------

1. _____

2. _____

3. _____

If Division / Subsidiary, name of Parent Company: _____

Parent company business address: _____

Are purchase order numbers required on all invoices? Yes: _____ No: _____

Dollar amount of estimated purchase / charges per month: _____

References

Trade References:

Name	Address/Phone	Email Address	Account No.
------	---------------	---------------	-------------

1. _____

2. _____

3. _____

Bank References: List information for principal bank (s)

Name of Bank	Phone No.	Account No.
--------------	-----------	-------------

1. _____

2. _____

Please use an additional piece of paper or pre-prepared reference request authorization for complete reference and bank information.

Agreement

I am an authorized representative of the Applicant requesting credit per the attached Application (hereinafter "Applicant") and herein agree to the following terms and conditions:

1. I am an authorized person and hereby certify that the information contained herein is complete and accurate and I understand that this information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended.
2. If credit is granted, Applicant shall promise to pay all bills when rendered.
3. If credit is granted, the Applicant hereby agrees to all the terms of conditions of Consumers Cooperative Oil Company Credit Policy, incorporated herein by reference, as may be amended from time to time.
4. If any legal proceedings, or collection action is taken with respect to any amount owed by Applicant, Applicant agrees to pay all expenses and costs, including attorney fees, incurred by Consumers Cooperative Oil Company.
5. The applicant shall not transfer or assign this agreement without the prior written consent of Consumers Cooperative Oil Company.
6. I give my permission, as an authorized representative of the Applicant, for Consumers Cooperative Oil Company to contact all companies and banks provided in the Credit Application to request that they release the Applicant's credit history to assist Consumers Cooperative Oil Company in determining whether and / or how much credit may be extended to the Applicant.
7. I acknowledge receipt of Consumers Cooperative "Duty to Warn and Propane Safety information.

As a condition to the extension of credit to the Applicant, the Applicant must provide to Consumers Cooperative Oil Company a letter of credit from a recognized lending institution or a continuing personal guarantee. The only exceptions made to this requirement will be at the sole discretion of management.

_____ Date _____

By: _____

Its: _____

Continuing Personal Guarantee

For the purpose of extending credit for the firm applying for credit listed above, the undersigned hereby absolutely and unconditionally guarantees, on a continuing basis, payment of all present and future indebtedness.

This personal guarantee shall remain in effect until terminated by the undersigned by written notice to Consumers Cooperative Oil Company, in which event said guarantee shall still be applicable to any indebtedness of the firm listed above incurred prior to date such notice is received by Consumers Cooperative Oil Company:

Guarantor Printed Name: _____ Date

Guarantor Signature: _____

INDIVIDUAL CONSENT AND CERTIFICATION OF TAXPAYER I.D. NUMBER

LEGAL NAME: _____ TAX ID#, SSN or EIN: _____

ADDRESS: _____ PHONE #: _____

CITY: _____ STATE: _____ ZIP CODE: _____ Birth Date: ____/____/____

I hereby consent to include in my gross income, as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which I receive from **Consumers Coop Oil Company** with respect to my patronage occurring during the current and all subsequent taxable years of this cooperative. This consent shall be revocable by me at any time if in writing.

Certification – Under penalties of perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions – You must cross out items (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).

The Internal Revenue Service does not require your consent to any provisions of this document other than the certification required to avoid backup withholding.

SIGNATURE: _____ DATE: _____

Chapter 14

ANIMALS¹

ARTICLE I. IN GENERAL

- | | |
|---------------------|--|
| Sec. 14-1. | Definitions. |
| Sec. 14-2. | Excessive Animal Hoarding, Sheltering and Ownership. |
| Sec. 14-3. | Running at large. |
| Sec. 14-4. | Animals not permitted on school grounds. |
| Sec. 14-5. | Unattended animals in standing or parked vehicles – Authority to remove
– Liability for Removal |
| Sec. 14-6. | Confinement and observation of animals biting person. |
| Sec. 14-7. | Declaration of vicious animal. |
| Sec. 14-8. | Disturbing the peace prohibited. |
| Sec. 14-9. | Animals as gifts. |
| Sec. 14-10. | Carcasses |
| Secs. 14-11--14-30. | Reserved. |

ARTICLE II. DOGS AND CATS

- | | |
|-----------------------|---|
| Sec. 14-31. | License. |
| Sec. 14-32. | Applicability of state law. |
| Sec. 14-33. | Harboring certain dogs prohibited. |
| Sec. 14-34. | Reserved. |
| Sec. 14-35. | Removal of waste deposited on public or private property. |
| Secs. 14-36 - -14-39. | Reserved. |

ARTICLE III. EXOTIC ANIMALS

- | | |
|-----------------------|---|
| Sec. 14- 40. | Licensing requirements. |
| Sec. 14- 41. | Providing registration information to relevant personnel. |
| Sec. 14- 42. | Prohibited animals. |
| Sec. 14- 43. | Prohibited animals enumerated. |
| Sec. 14- 44. | Owner to report escape of Exotic Animals. |
| Secs. 14-45 - -14-49. | Reserved. |

ARTICLE IV. CRUELTY TO ANIMALS AND RELATED OFFENSES

- | | |
|-------------|---|
| Sec. 14-50. | Cruelty to animals generally. |
| Sec. 14-51. | Reserved |
| Sec. 14-52. | Humane care of animals. |
| Sec. 14-53. | Poisoning of Pets. |
| Sec. 14-54. | Instigating or allowing fights between animals. |

¹ **Cross references:** Environment, ch. 46; health and sanitation, ch. 58; agricultural district one (A-1), § 130-701 et seq.; agricultural district two (A-2), § 130-721 et seq.; agricultural district three (A-3), § 130-741 et seq.

Sec. 14-55. Injured or ill animals.
Secs. 14-56 - -14-59. Reserved.

ARTICLE V. COMMERCIAL ANIMAL ESTABLISHMENTS.

Sec. 14-60. Permit Required.
Sec. 14-61. Operation of Commercial Animal Establishments.

ARTICLE VI. ENFORCEMENT

Sec. 14-62. Penalties for violations of Chapter 14.

ARTICLE I. IN GENERAL

Sec. 14-1. Definitions.

1. **Animal:** means any multicellular organism under the scientific kingdom classification of Animalia.
2. **Animal control officer:** means any person appointed by the City to act as animal control officer of the City or any police officer.
3. **Commercial Animal Establishment:** means an establishment that:
 - a. Bathes, clips, plucks, or otherwise grooms animals, not their own;
 - b. Breeds, boards, or buys;
 - c. Sells or donates more than 10 animals per calendar year;
 - d. Trains, or sports animals; or
 - e. Displays or exhibits animal
4. **Cat:** a small domesticated carnivore, *Felis domestica* or *F. catus*, bred in a number of varieties.
5. **Dog:** a domesticated canid, *Canis familiaris*, bred in many varieties.
6. **Domestic Pet.** means an animal that has been traditionally tamed and kept by humans as a service animal, or pet such as birds (i.e. caged birds such as parakeets, finches, macaws, and typically caged birds); small caged animals like hamsters, ferrets, sugar gliders, chinchillas, pet rats and gerbils: fish, including Dogs or Cats.
7. **Exotic Animal.** Means any animal which is kept within the city limits by a person, and does not meet the definition provided under Domestic Pet.
8. **Feral:** existing in a natural state, not domesticated, or having reverted to the wild state, as from domestication; or characteristic of wild animals; ferocious; brutal.
9. **Owner:** means any person owning, keeping, harboring, temporarily taking care of, or having under their control one or more Pet.
10. **Pet:** means all animals which are kept or cared for within the city limits by a person and including Exotic Animals, Domestic Pets, Dogs or Cats.
11. **Pet Boarding Facility:** means the cages maintained by the Evansville Police Department, the Rock County Humane Society, or any private entity that conducts business as a kennel and contracts with the Evansville Police Department for boarding Pets.
12. **Running at Large:** ~~means that an animal is off the owner's premises, or on a public right of way on the owner's premises, and is not under the control of the owner or some other person.~~

An animal shall be considered running at large when it is found off the premises of its owner or keeper and not under control and restrained by leash, cord or chain and not within a vehicle. A leash, cord or chain shall not exceed 6 feet in length. Pets in designated exercise areas are not considered running at large if their activities comply with rules posted for the exercise area. All chains, ropes and leashes on the owner's property shall be so placed or attached so that they cannot become entangled with another animal or object, and shall be of sufficient length and in proportion to the size of the animal to allow the animal proper exercise and convenient access to food, water and shelter. Such chain, rope or leash shall be located so as to prohibit such animal from trespassing on public property or private property belonging to others and from causing harm or danger to persons or other animals.

- 13.** Service Animal: means an animal specially trained to lead blind, deaf person or to provide support for mobility-impaired persons.
- 14.** Unkempt: means that the animal appears to be neglected, or is in poor health due to lack of food, dehydration, or untreated injuries.
- 15.** Vicious: means that the Pet has been declared vicious pursuant to section 14-7.

Sec. 14-2. Excessive Animal Hoarding, Sheltering and Ownership.

1. No property owner shall make or allow such use of property or harbor animals in a manner that creates one of the following violations:
 - a. Neglect of the Animals – The number of animals located at the property causing violations of 14-50 and/or 14-52 can be enforced under this provision.
 - b. Unsanitary Conditions for Humans –The location and/or number of animals cause or reasonably may cause health consequences to an individual or community such as, but not limited to, infectious bites or scratches to neighborhood children, Toxoplasmosis, asthma triggering caused by excessive urine, Leptospirosis, hookworms, Psittacosis, Lymphocytic Choriomeningitis Virus, Brucellosis, Scabies, Cryptosporidiosis, tape worms, insect infestation and rabies.
 - c. Unsanitary Conditions for Animals – The number of animals in relation to the space available and/or care provided could cause the spread of distemper, ring worm, flea anemia, Toxoplasmosis, asthma triggering caused by excessive urine, Leptospirosis, hookworms, Psittacosis, Lymphocytic Choriomeningitis Virus, Brucellosis, Scabies, Cryptosporidiosis, tape worms, insect infestation, rabies and other unsanitary conditions.
 - d. Harboring or Attracting Feral and Stray Animals –The property owner’s actions or allowance of such actions on their property creates a harbor for feral and/or stray animals by the creation of feeding stations, leaving the premises open for animals to freely leave and return or not properly containing their refuse.
 - e. Shelters –Evansville ordinances allow animal shelters to be permitted under proper licensing and zoning requirements. Shelters that are temporary, non-profit and commercial must be properly licensed, zoned, and maintained so that they do not violate any other section of the municipal code. This sub-section excludes family/friends or volunteers of non-profit shelters watching an animal temporarily unless a separate violation of this Chapter occurs. If a separate violation occurs then this section may be enforced without exception.
 - f. Noise Disturbance – Violation of ordinance 14-8
 - g. Property Maintenance and Nuisance – Violations of any ordinances pertaining to the maintenance and care of properties caused by the number of animals or causes the attraction of animals that may result a public nuisance.
2. Any property owner creating or allowing such a violation shall be responsible for the humane disposal or placement of the animals to the extent the property is no longer in violation of local ordinances.

(Ord. 2020-05, Ord 2021-04)

Sec. 14-3. Running at large.

1. No person having in ~~his~~ *their* possession or under ~~his~~ *their* control any animal shall allow the animal to run at large within the city.
2. *Impoundment authorized.* The police department or any other officer appointed by the City shall attempt to apprehend any animal running at large within the city or any dog or cat which does any of the things prohibited under section 14-31(3). The animal may be

held at the police department or other location approved by the police department for a period of 1 day or such additional time as the chief of police may determine. If the police department is unable to identify the owner of the animal; or the owner of the animal fails to respond to the police department; or pay the fees and charges the animal may be transferred to a veterinary clinic or animal boarding facility for the duration of the holding period at the expense of the owner.

3. *Fees and charges.* The owner shall be responsible for the expense of all fees and charges for apprehension, impoundment, transport, veterinary care, quarantine, observation, and examination of the animal and may be subject to a forfeiture as provided in section 1-11. Fees and charges shall be as established by the council from time to time by resolution.
4. *Release to owner.* An animal may be returned to its owner upon proof that the owner has either resolved, or enrolled the animal in training to resolve, the reason the animal was impounded, completion of any required quarantine period, and payment of the fees and charges. If after seven (7) days from the date the animal was impounded or five (5) days after the expiration of the quarantined period, whichever is longer, the owner does not claim the animal and pay the fees and charges, ownership of the animal will be relinquished. The chief of police, instead of having the animal destroyed, may authorize the Rock County Humane Society or another non-profit organization to place the animal for adoption.

(Code 1986, § 11.04(1), Ord. 2012-22, Ord. 2015-01, Ord. 2016-18)

Sec. 14-4. Animals not permitted on school grounds.

No owner shall permit their Pet to be upon any school property except upon express permission of the school principal or their designee, except when a dog is participating in an organized event or activity. This does not include animals that would otherwise be considered Service Animals.

Sec. 14-5. Unattended animals in standing or parked vehicles – Authority to remove – Liability for Removal.

No person may leave a Pet unattended in a standing or parked vehicle in a manner that endanger the health or safety of such animal. If a Pet is found in a standing or parked vehicle, and the health and safety of the animal appears to be endangered, any animal control officer or police officer may use reasonable force to remove such animal. Removal of an unattended animal by an animal control officer or police officer shall not constitute an offense. Prior to the use of reasonable force the animal control officer or police officer shall attempt to contact the owner or operator of the vehicle.

Sec. 14-6. Confinement and observation of Pets biting person.

1. Any Pet known to have bitten any person shall be immediately seized by a police officer of the city and reported at once to the county health department for observation and attention. Such Pet shall be placed in an isolation facility for observation for ten days or such additional period as the officer may require under Wis. Stats. § 95.21, at the expense of the owner.

2. If the Pet has not been seized, the owner shall, on demand of the person bitten, a police officer or the county health department, immediately deliver such Pet to an isolation facility to be held for ten days for observation at the expense of the owner.
3. The individual or entity that takes responsibility for completing the quarantine of a Pet shall report at the end of such observation without delay to the county health department by telephone and confirmed in writing all reports required by law under Wis. Ch 95 regarding the quarantine.
4. Any person who refuses or fails to deliver such Pet as required shall be subject to a forfeiture as provided in section 1-11.
5. If after five days or such additional time as the chief of police in his discretion may deem advisable following such ten-day observation period, the owner does not claim such animal and pay the cost of keeping such animal, such officer shall dispose of the animal in a proper and humane manner. The chief of police, instead of destroying such animal, may authorize the Rock County Humane Society or another non-profit organization to place the Pet for adoption.
6. If the Pet is a dog or cat and the person has proof of current rabies vaccination, the isolation may be conducted within the owner's home in compliance with Wisconsin statutes.

(Code 1986, § 11.04(4), (5), Ord. 2012-22, 2015-01)

Sec. 14-7. Declaration of vicious animal.

The owner of a vicious animal must remove the animal from City limits or have the animal humanely disposed. An animal may be declared to be a vicious animal by at least two persons employed as a police officer, animal control officer, veterinarian, or the attending physician of a victim of an animal bite or scratch. In making such a declaration the individuals shall consider an animal to be vicious if:

1. An animal which, in a vicious or aggressive manner, approaches in an apparent attitude of attack, or bites, inflicts injury, assaults or otherwise attacks a person or other animal upon the streets, sidewalks or any public grounds, parks or places; or
2. An animal, while on private property, approaches in an apparent attitude of attack, or bites, inflicts injury, assaults or otherwise attacks a postal worker, meter reader, service person, journeyman, delivery person, or another person or animal that are on the private property with the consent of the owner or occupant of the private property.
3. No animal may be declared vicious if the injury or damage is sustained to any person or animal who is committing a willful trespass or is not authorized to be upon the premises occupied by the owner of the animal, or who is teasing, tormenting, abusing or assaulting the animal or was committing or attempting to commit a crime.
4. The following factors may also be considered in making a determination of viciousness.
 - a. The nature or severity of the attack or bite.
 - b. Whether the animal has shown a propensity to display dangerously aggressive behavior and is able or likely to inflict injury to another animal or person.
 - c. Previous incidents of a similar nature.

Sec. 14-8. Disturbing the peace prohibited.

No person may keep a Pet which habitually makes noise to the annoyance of any two or more other person.

(Ord 2021-04)

Sec. 14-9. Animals as prizes.

No Person or entity shall offer as a prize or give away any animal, except a small fish in a plastic bag with enough water for the fish to easily move around, in a contest, raffle or lottery, as an enticement to enter any place of business, or to exploit any animal for the purpose of fundraising.

Sec. 14-10. Carcasses

Carcasses of Pets shall be buried or otherwise disposed of in a sanitary manner within 24 hours after death.

Secs. 14-11--14-30. Reserved.

ARTICLE II. DOGS AND CATS

Sec. 14-31. License.

1. *Required.* Every person residing in the city who owns a dog or cat which is more than five months of age on January 1 of any year or five months of age within the license year shall, on or before the date the dog or cat becomes five months of age, and annually thereafter, pay the dog or cat license fee and obtain a license therefore.
2. *Fees.* Such owner shall pay to the city clerk/treasurer the amount as established by the council from time to time by resolution. The owner of any dog or cat who fails to obtain a license prior to April 1 of each year or within 30 days of acquiring ownership of a licensable dog or cat, or fails to obtain a license on or before the dog or cat reaches licensable age shall pay an additional late fee as established by the council from time to time by resolution and be subject to further penalties pursuant to section 14-62.
3. *Issuance; tag.* Upon payment to the city clerk-treasurer of the required fee, the clerk-treasurer shall issue to such person a license and tag bearing a serial number in the form prescribed by Wis. Stats. § 174.07, to keep such dog or cat for the license year. The owner shall upon procuring the license place upon the dog or cat a collar and shall securely attach and keep attached the tag furnished to him by the city clerk-treasurer to the collar as required by Wis. Stats. § 174.07. No license shall be issued under this article for any dog or cat unless the applicant exhibits a certificate of a qualified veterinarian showing that the dog or cat is currently immunized against rabies. The owner shall attach the rabies vaccination tag to a collar, which shall be kept on the dog or cat at all times, but this requirement does not apply to a dog or cat during competition or training, to a dog while hunting, to a dog or cat securely confined indoors, to a dog or cat securely confined in a fenced area or to a dog while actively involved in herding or

controlling livestock if the dog is under the control of its owner, as required by Wis. Stats. § 95.21(2)(f).

4. Every Pet specially trained to lead blind or deaf persons, or to provide support for mobility-impaired persons is exempt from the license fee.

(Code 1986, § 12.03(7))

(Code 1986, § 12.03(1)--(3); Ord. No. 2000-8, § 1(12.03(2)), 4-11-2000, 2015-01, Ord 2021-04)

Sec. 14-32. Applicability of state law.

The provisions of Wis. Stats. ch. 174 and Wis. Stats. § 95.21, except for imprisonment penalties imposed are hereby adopted and by reference made a part of this chapter as if fully set forth herein.. Any act required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited under this Code. Any future amendments, revisions or modifications of the statutes incorporated in this section are intended to be made part of this Code.

(Code 1986, § 12.03(4))

Sec. 14-33. Harboring certain dogs or cats prohibited.

No person shall possess, harbor or keep any animal which:

1. Habitually pursues any vehicles upon any public street, alley or highway.
2. Which has been declared vicious.
3. Is required to be licensed, but is not.
4. Does not have a valid license tag and current rabies vaccination tag attached to a collar which is kept on the dog or cat whenever the dog or cat is outdoors and not securely confined in a fenced area.

(Code 1986, § 12.03(6), Ord 2021-04)

Sec. 14-34. Reserved.

Sec. 14-35. Removal of waste deposited on public or private property.

(a) *Removal required.* Any person owning or having control of any animal on property, public or private, which property is not owned or occupied by such person, shall promptly remove excrement left by such animal and place it in a proper receptacle, bury it or flush it in a toilet on property owned or occupied by the person.

(b) *Possession of means of removal required.* Any person causing or permitting an animal to be on any property, public or private, which property is not owned or occupied by such person, shall have in his immediate possession a device or object suitable for removal of the excrement and a depository for the transmission of the excrement to property owned or occupied by the person.

(c) *Penalty.* Any person who fails to comply with any of the provisions of this section shall be issued a warning for the first offense and, upon conviction thereafter, shall be subject to punishment as provided in section 1-11.

(Code 1986, § 12.03(10))

Secs. 14-36 - - 14.39. Reserved

ARTICLE III. EXOTIC ANIMALS

Sec. 14- 40. Licensing requirements.

Any person who resides within the City limits and is the owner of an Exotic Animal which is within the City limits, shall license the Exotic Animal with the city clerk. Every person residing in the city who owns an Exotic Animal on January 1 of any year or within 30 days of acquiring ownership shall annually and thereafter obtain a license.

Such owner shall pay to the city clerk/treasurer the amount as established by the council from time to time by resolution. The owner of any Exotic Animal who fails to obtain a license prior to April 1 of each year or within 30 days of acquiring ownership of an Exotic Animal shall pay an additional late fee as established by the council from time to time by resolution and be subject to further penalties pursuant to section 14-62.

Sec. 14- 41. Providing registration information to relevant personnel.

The city clerk shall provide copies of all Exotic Animal registrations to the police department and other emergency rescue personnel which may have reason to enter the premises where wild animals are present for purposes of rescue operations resulting from a natural disaster or personal emergency.

Sec. 14- 42. Prohibited animals

It shall be unlawful for any person to keep maintain or have in their possession or under their control within the City any poisonous reptile or other dangerous animal, hybrid animal, carnivorous wild animal or reptile, vicious or dangerous domesticated animal or any other animal or reptile of wild, vicious, or dangerous propensities. Short term educational exhibits are exempt from this provision.

Sec. 14- 43. Prohibited animals enumerated.

1. In addition to the prohibition in section 14 – 42, it shall be unlawful for any person to keep, maintain or have in their possession or under their control within the City any of the following animals:
 - a. Any animal which has been declared to be protected or endangered by the U.S. Department of Interior;

- b. All poisonous animals, including snakes; that upon touch or bite may cause hallucinations, alter cardiopulmonary functions, or even death.
- c. Badgers;
- d. Bears
- e. Beavers
- f. Canids (such as: wolves, foxes, coyotes, jackals, dingoes, or raccoon dogs);
- g. Civet;
- h. Constrictor snakes above six (6) feet in length
- i. Crocodylian (such as: Alligators, crocodiles, or caimans);
- j. Falconiformes (such as: eagles, hawks, owls, or falcons) except falcons and hawks in the possession of a state or federally licensed handler;
- k. Edentata (such as: anteaters, tamanduas, sloths, or armadillos);
- l. Emus
- m. Felids (such as: lions, tigers, leopards, cheetahs, jaguars, pumas, lynx, ocelots, or bobcats);
- n. Game cocks and other fighting birds;
- o. Hyenas
- p. Marsupials (such as: opossums, Tasmanian wolf, kangaroos, koalas, or wombats);
- q. Muskrats
- r. Ostriches
- s. Porcupine
- t. Primates (such as: apes, monkeys, baboons, chimpanzees, gibbons, gorillas, orangutans, siamangs.)
- u. Procyonids (such as: raccoons, coatis, kinkajous, ring-tailed cats, or pandas)
- v. Rheas;
- w. Skunks;
- x. Squirrels;
- y. Sharks;
- z. Ungulates (such as: elephants, zebra, tapirs, rhinoceroses, camel, llama, caribou, antelope, bison, reindeer, deer, giraffe, hippopotamus, wild boar, gazelle, or gnu);
- aa. Water buffalo;
- bb. Wart hogs;
- cc. Weasels;
- dd. Wolverines;
- ee. Woodchucks; or
- ff. Any other dangerous animal.

Sec. 14- 44. Owner to report escape of Exotic Animal.

The owner or keeper of any Exotic Animal that escapes from their custody or control shall within one hour after they discover or reasonably should have discovered the escape, report it to a law enforcement officer of the City and the County Sheriff where the escape occurred.

Secs. 14-45 - - 14-49. Reserved

ARTICLE IV. CRUELTY TO ANIMALS AND RELATED OFFENSES

Sec. 14-50. Cruelty to animals generally.

No Person shall beat, torture, or injure any animal, nor overload any working animal, nor shall any person abuse, mistreat or neglect any such animal.

Sec. 14.51. Reserved

Sec. 14-52. Humane care of animals.

All persons keeping, possessing and/or in control of an animal shall provide the animal with sufficient food and water, proper shelter, humane care and treatment and veterinary care when needed to prevent suffering. No person shall mistreat any animal nor shall any animal be abandoned. An owner may take an animal they no longer desire to care for to an Animal Shelter licensed by the State of Wisconsin.

Sec. 14-53. Poisoning of Pets.

It shall be unlawful for any person to administer or cause to be administered a substance which they knew or should have known was a poison of any sort whatsoever to any Pet, or to place any poison or poisoned food where the same is accessible to any Pet.

Sec. 14-54. Instigating or allowing fights between animals.

No person shall engage in or allow any fighting between animals of any kind upon their premises or premises in their possession or under their control in the City. No person shall keep any house, pit, or other place to be used in permitting fights between animals. No person shall instigate or encourage any animal to attack, bite, wound, or worry another animal for any bet, stake, reward or entertainment.

Sec. 14-55. Injured or ill animals.

Whenever an animal control officer encounters a stray animal suffering pain, the animal control officer may take the animal to a veterinarian where the cost of any care or treatment shall be borne by the owner of the animal. If ownership of the animal cannot be determined, the animal control officer shall impound the animal for five days unless it appears that a longer impoundment will lead to identification of the owner. If the owner cannot be located the animal may be disposed of by humane means without notice.

Secs. 14-56 - - 14-59. Reserved.

ARTICLE V. COMMERCIAL ANIMAL ESTABLISHMENTS.

Sec. 14-60. Permit Required.

No Person or entity shall operate a commercial animal establishment without first obtaining a permit. An application for a commercial animal establishment permit shall be made to the city clerk, and the applicant shall pay a fee prior to the city clerk issuing a commercial animal establishment permit. No permit shall be granted without an inspection of the premises to determine compliance with this Code and state law. The permit shall be issued for one year, commencing on January 1 of each year. Renewal applications for permits shall be made 30 days prior to and up to 30 days after the start of the calendar year. If there is a change of ownership of a commercial animal establishment, the new owner shall obtain a permit.

Sec. 14-61. Operation of Commercial Animal Establishments.

Every Commercial Animal Establishment:

1. Shall be maintained in a clean and sanitary condition and not to allow any refuse or waste material to accumulate.
2. Shall have impervious, smooth and cleanable floors.
3. Shall post its permit in a conspicuous place open to the public.
4. Shall isolate and treat any animal in its possession which has any disease, injure, or abnormality and may not sell such animal without full disclosure to the buyer of the condition of the animal.
5. Shall furnish the buyer of any animal, except fish, with a written statement of sale showing the date of sale, approximate age of the animal, immunization and medication type and date administered, and the names of both the seller and buyer.
6. Shall take measures to limit the potential creation of a noise nuisance and take measures to mitigate the actual noise at the establishment or premise.
7. A violation of this chapter shall be cause for revocation of the Commercial Animal Establishment Permit.
(Ord. 2020-05)

ARTICLE VI. ENFORCEMENT

Sec. 14-62. Penalties for violations of Chapter 14.

Any person who shall violate any section within this chapter is subject to the penalties set forth in section 1-11 of the City ordinances, in addition to any other remedies or sanctions stated with this Chapter

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 02/01/2023 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } EVANSVILLE
 Village of }
 City of }

County of ROCK Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 456102042038802	
FEIN Number 39-0223180	
TYPE OF LICENSE REQUESTED	FEE
<input checked="" type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
CONSUMER'S COOPERATIVE

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
CANTWELL	ERIC	SCOTT	1201 JACOB DR., PRAIRIE DU SAC, WI 53578
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
GOLZ	JESSICA		6909 N. CO. RD. M #65 EVANSVILLE, WI 53536
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
TORAASON	TIMOTHY	JOHN	36455 WEST ST., WHITEHALL, WI 54773

1. Trade Name CONSUMER'S COOP EVANSVILLE C-STORE Business Phone Number 608-882-2621
 2. Address of Premises 9 JOHN LINDEMANN DR. Post Office & Zip Code EVANSVILLE, WI 53536

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
C-STORE SALES FLOOR & COOLERS

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? LANDMARK SERVICES COOPERATIVE

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 09/01/1927 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No

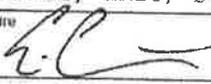
CONSUMER'S COOPERATIVE OWNS AND OPERATES SEVERAL OTHER C-STORE LOCATIONS IN WISCONSIN.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) CANTWELL, ERIC, S.	Title/Member CEO	Date 01/04/23
Signature 	Phone Number	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of EVANSVILLE County of ROCK
 City

The undersigned duly authorized officer/member/manager of CONSUMER'S COOPERATIVE
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as CONSUMER'S COOP EVANSVILLE C-STORE
(Trade Name)

located at 9 JOHN LINDEMANN DR., EVANSVILLE, WI 53536

appoints JESSICA GOLZ
(Name of Appointed Agent)
6909 N. CO. RD. M #65, EVANSVILLE, WI 53536
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 36

Place of residence last year 6909 N. CO. RD. M #65, EVANSVILLE, WI 53536

For: CONSUMER'S COOPERATIVE
(Name of Corporation / Organization / Limited Liability Company)

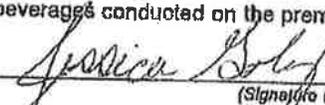
By: 
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, JESSICA GOLZ,
(Print / Type Agent's Name) hereby accept this appointment as agent for the

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 01/10/2023 Agent's age 36
(Signature of Agent) (Date)
6909 N. CO. RD. M #65, EVANSVILLE, WI 53536 Date of birth _____
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
GOLZ		JESSICA			
Home Address (street/route)		Post Office	City	State	Zip Code
6909 N. CO. RD. M #65			EVANSVILLE	WI	53536
Home Phone Number		Age	Date of Birth	Place of Birth	
		36		Edgerton WI	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.

AGENT of CONSUMER'S COOPERATIVE
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

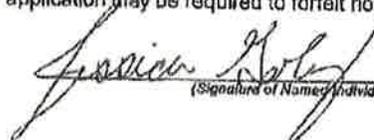
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 36 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale License or Permit) (Address by City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Franco's Oil</u>	Employer's Address	Employed From <u>06/01/2010</u>	To <u>8/01/2012</u>
Employer's Name <u>P.99ly W.99ly</u>	Employer's Address <u>8 N Clay Hwy M</u>	Employed From <u>09/01/2006</u>	To <u>10/18/2008</u>

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

OK P.R.
11/3/12

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
TORAASON		TIMOTHY		JOHN	
Home Address (street/route)		Post Office	City	State	Zip Code
36455 WEST ST.			WHITEHALL	WI	54773
Home Phone Number		Age	Date of Birth	Place of Birth	
		57	(WHITEHALL	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an Individual.
- A member of a partnership which is making application for an alcohol beverage license.
- MANAGER** of **CONSUMER'S COOPERATIVE**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

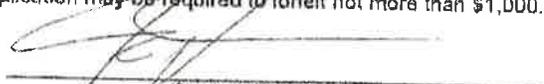
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 24 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
LANDMARK SERVICES CO	COTTAGE GROVE, WI	03/01/2021	01/02/2023
COUNTRYSIDE COOP	DURAND, WI	12/01/2003	02/28/2021

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

OK
P.R. 1/31/23

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
CANTWELL		ERIC		SCOTT	
Home Address (street/route)		Post Office	City	State	Zip Code
1201 JACOB DR.			PRAIRIE DU SAC	WI	53578
Home Phone Number		Age	Date of Birth	Place of Birth	
		34		Aberdeen, SD	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- MANAGER** of **CONSUMER'S COOPERATIVE**

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

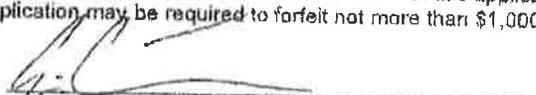
- How long have you continuously resided in Wisconsin prior to this date? 1 1/2 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Consumers Coop.	758 Phillips Blvd, Sank City, WI	5/1/21 - Present	→
Ti Energy Coop.	Bismarck, ND	4/1/19 - 4/30/21	→

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named individual)

7/12
F.R.
11/31/23



1401 Landmark Drive
Cottage Grove, WI 53527

City of Evansville

1/30/23

Landmark Services Cooperative DBA ALCIVIA will relinquish our license to sell alcohol at our convenience store located at 9 John Lindemann Drive upon the sale of the business to Consumer's Cooperative, with the tentative closing date of the sale to occur on February 20, 2023.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Toraason".

Tim Toraason

Retail Operations Manager

SITE NAME: Evansville RSW
 SITE NUMBER: 713277

WATER TOWER LEASE AGREEMENT

This Tower Lease Agreement (the "Agreement") is made this _____ day of _____, 20____
23, between City of Evansville, Wisconsin with its principal offices located at 31 S. Madison Street,
 Evansville, Wisconsin 53536 ("LESSOR") and CELLCO Partnership d/b/a Verizon Wireless with its principal
 offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-
 862-4404) ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties"
 or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound
 hereby, the Parties hereto agree as follows:

1. **GRANT.** LESSOR hereby leases LESSEE space in and/or upon that certain water tower
 structure owned, leased or controlled by LESSOR ("Tower") together with a parcel of land sufficient for
 the installation of LESSEE's equipment building (the "Land Space") to install, maintain, upgrade, replace
 and operate communications equipment ("Use") at the property located at N. Cemetery Road, Evansville,
 WI 53536 and referred to by Rock County, Wisconsin as Parcel numbers 6-27-577 with ancillary easement
 rights over and within parcel 6-27-579 (the "Property") which is more particularly described in Exhibit "A"
 attached hereto and incorporated hereby. The portions of the Tower occupied by LESSEE is hereinafter
 referred to as the Tower Space, which shall consist of all of the area on the Tower between the top and
 bottom of the centerline of LESSEE's equipment on the Tower. (For example, if LESSEE's equipment
 occupies ten (10) feet space on the Tower, with an equipment centerline of forty (40) feet, LESSEE would
 be entitled to occupy any space on the Tower between the elevations of thirty-five (35) and forty-five (45)
 feet above ground level.) The Tower Space and Land Space are collectively hereinafter referred to as the
 "Premises". Notwithstanding anything to the contrary, the Premises shall also include such additional
 space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes
 running between and among the various portions of the Premises and to all necessary electrical,
 telephone, fiber and other similar support services located within the Property or the nearest public right
 of way. In the event it is necessary, LESSOR agrees to grant LESSEE the right to install such services on,
 through, over and/or under the Property, provided the location of such services shall be reasonably
 approved by LESSOR. The Premises are shown in detail on Exhibit "B" attached hereto and made a part
 hereof.

Commented [JS1]: City needs current version of
 Exhibit A and B

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both
 Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day
 of the month after LESSEE begins installation of LESSEE's communications equipment (the
 "Commencement Date"). The Commencement Date will be acknowledged by the Parties in writing,
 including electronic mail.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5-year
 terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of
 the intent to terminate at least ~~3~~12 months prior to the end of the then current term or LESSOR
terminates it at the end of the first extension term by giving LESSEE written notice of the intent to

terminate at least 12 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

Commented [JS2]: City prefers the notice of intent for each party to be the same.

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of ~~\$36,000~~~~\$39,000~~\$33,000, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at City of Evansville, 31 S. Madison Street, Evansville, WI 53536 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee. Annual rent shall increase by ~~three~~~~four~~~~three~~ percent (43%) on each annual anniversary of the Commencement Date.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall provide at least 48 hours notice in advance of accessing the Property and Premises. In the event of an emergency LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Tower and Land Space are (a) in good operating condition; (b) in compliance with all Laws; and (c) in compliance with all EH&S Laws (as defined in Paragraph 25).

7. ELECTRICAL.

a. If permitted by the local utility company serving the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and LESSEE shall pay the utility company directly.

b. If an electrical meter is not permitted, then LESSEE may furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and shall pay the utility company directly if permitted by the utility company.

c. In the event a sub-meter is installed and the utility company will not permit LESSEE to pay the utility company directly, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Each invoice shall

reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility, without markup or profit.

d. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall be provided to LESSEE within 90 days following the conclusion of each calendar year (otherwise, LESSOR waives the right to collect applicable electrical charges). Upon written request from LESSEE, LESSOR shall provide copies of electricity bills received by LESSOR during any period that LESSOR submits invoices to LESSEE for reimbursement and for that same period LESSOR shall provide documentation of the sub-meter readings applicable to such periods. LESSEE shall pay each invoice within 45 calendar days after receipt of the invoice from LESSOR.

e. LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

Commented [JS3]: Evansville Water & Light needs to verify these provisions

8. **IMPROVEMENTS.** The communications equipment including, without limitation, antennas, conduits, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, antennas, conduits or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase the Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any increase to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is expanding its Land Space or increasing its Tower Space, which is defined as increasing the structural loading on Tower by more than 5% or expanding its existing Tower Space. Any rent increase shall be proportionate to the additional space included in the Premises description.

9. **GOVERNMENT APPROVALS.** LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory structural analysis of the Tower or other structure that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

10. **TERMINATION.** LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises

is obsolete or unnecessary; (vii) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

11. **MAINTENANCE.** LESSEE will maintain LESSEE's communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. LESSOR shall maintain, in good operating condition and repair, the Tower and the Property.

12. **INDEMNIFICATION.** Subject to Paragraph 13, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

13. **INSURANCE.** The LESSEE agrees to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability on an occurrence form in the amount of \$2,000,000.00 per occurrence and \$4,000,000.00 in the annual aggregate for bodily injury and property damage. Each party shall be included as an additional insured on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

14. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 12 and 25, a violation of Paragraph 28, or a violation of Laws, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. **INTERFERENCE.**

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR ~~and other occupants of the Property~~ will not intentionally cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE. NOTE: THE CITY IS NOT COMFORTABLE REPRESENTING ASSURANCES FOR OTHER PARTIES OR THE PERFORMANCE OF THEIR EQUIPMENT WITH EQUIPMENT ON THE TOWER

Formatted: Highlight

Commented [RJ4]: The City should be able to commit to directing its employees, contractors, and agents in the event they cause interference. For other third-party tenants, Verizon would only require that the City similarly cause them to agree that they will not cause interference.

Are there other wireless carriers or other telecommunications equipment on the tower?

b. LESSOR agrees that other licensees or lessees on the Tower who currently or in the future have use of the Tower will be permitted to install only such equipment that is of the type and frequency that will not cause harmful interference, which is measurable in accordance with then existing industry standards, to Verizon's then-existing equipment on the Tower.

c. LESSOR agrees that each of its agreements with other future Tower users shall contain a provision substantially the same as Section 15 and that LESSOR shall enforce such provisions in a nondiscriminatory manner with respect to all of its licensees or lessees. LESSOR further agrees that LESSOR and its employees, contractors, and agents shall use reasonable efforts not to cause interference with the operation of LESSEE's communications equipment.

c. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S NETWORK MANAGEMENT CENTER (at (800) 264-6620) or to LESSOR at ((608) 882 2266 or (608) 882 2288), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

ed. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

16. **REMOVAL AT END OF TERM.** Within 90 days of expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

17. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction,

and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer no later than 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 30 days of receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

18. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

19. **LESSOR'S TITLE.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

20. **ASSIGNMENT.** Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

21. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 15 and notices permitted via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Evansville
31 Madison Street
Evansville, WI 53536

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the building, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the building, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the building and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

Commented [RJS]: The purpose of this section is to protect Verizon's installation in the event the City encumbers the property with a mortgage and if the City defaults on the loan, the lender would not be permitted to terminate the lease or otherwise disturb Verizon's communications equipment.

23. **DEFAULT.** It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 305 days and diligently pursue the cure to completion within 15-90 days after the initial written notice. The cure periods set forth in this Paragraph 25-23 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

Formatted: Highlight

Commented [RJ6]: The cure timelines for interference with Verizon's use should be shorter than other events of default. Verizon cannot have a situation where their network is impaired 30 or 90 days.

Formatted: Highlight

Formatted: Highlight

24. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

25. **ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

26. **CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

27. **CONDEMNATION.** If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

28. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

29. **TAXES.** If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 29, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

30. ||

~~31. **MOST FAVORED LESSEE.** LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.~~

~~32.~~ **31. MISCELLANEOUS.** This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without

Commented [RJ7]: I would like to strike this language as we understand the City is subject to open records laws.

Commented [RJ8]: Municipalities will rarely agree to a MFN clause. This is a material business risk requiring ED approval.

Commented [JS9]: City requests this paragraph be removed, but are not clear on Lessee's position.

reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and -electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original. LESSEE shall reimburse the LESSOR for attorney fees accrued during the review, approval, and execution of this and associated agreements. Reimbursement shall be based on actual invoices provided and not exceed \$2,000.00. Additionally, LESSEE shall provide a one time payment within ninety (90) days of executing this agreement in the amount of \$5,000.00.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

City of Evansville, Wisconsin

By: _____

Name: _____

ason Sergeant

Its: _____

:City Administrator/Finance Director

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

EXHIBIT "A"

PROPERTY DESCRIPTION

(to be added upon receipt)

EXHIBIT "B"

PREMISES DESCRIPTION

(site plan to be attached upon approval of parties)

City of Evansville
MAYORAL PROCLAMATION
Proclamation #2023-01

Declaring Friday, March 10th, 2023, as Spread Goodness Day in Evansville, Wisconsin

WHEREAS, Spread Goodness Day began six years ago in Michigan; and

WHEREAS, this is becoming a national day of recognition, celebrated on the second Friday in March, annually; and

WHEREAS, the mission of Spread Goodness Day is to inspire an explosive atmosphere of empowerment worldwide that the simplest acts of goodness change the world every single day; and

WHEREAS, the vision of Spread Goodness Day is to see individuals, organizations, and schools creating and cultivating their own Spread Goodness Day events and actions on the second Friday of March annually; and

WHEREAS, the Evansville School District has designated Friday, March 10th, 2023 as their Spread Goodness Day; and

WHEREAS, the City of Evansville will join the School District in promoting goodness through actions and through witnessing goodness; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Common Council of the City of Evansville, on behalf of all residents, will designate Friday, March 10th, 2023 as

Spread Goodness Day

We will join the Evansville School District in the worthy effort of spreading kindness and goodness throughout the city.

Adopted this 14th day of February, 2023

Dianne C. Duggan, Mayor

ATTEST: _____
Leah Hurtley, City Clerk

Introduced: 02/14/2023
 Adopted: 02/14/2023
 Published: 02/22/2023

CITY OF EVANSVILLE

Resolution _____

**Resolution Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement**

WHEREAS, the City of Evansville (the "Municipality") wishes to undertake a project to replace private lead service lines at residences, pre k -12 schools and licensed and/or certified daycare centers, identified as DNR No. 4803-04 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$58,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Passed: _____

Approved: _____

Dianne Duggan
Mayor

Attest: _____
Leah Hurtley
City Clerk

State of Wisconsin
 Department of Natural Resources
 Bureau of Community Financial Assistance
 101 South Webster Street, 2nd Floor
 PO Box 7921
 Madison, Wisconsin 53707-7921

Financial Assistance Agreement
 Safe Drinking Water Loan Program
 Form 8700-214B rev 05/22

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
 LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

STATE OF WISCONSIN
 DEPARTMENT OF NATURAL RESOURCES
 DEPARTMENT OF ADMINISTRATION

and

CITY OF EVANSVILLE

\$58,000 With \$58,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of February 22, 2023

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 53222
 Safe Drinking Water Loan Program Project No. 4803-04

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01.	Definitions	2
Section 1.02.	Rules of Interpretation	3

ARTICLE II
REPRESENTATIONS

Section 2.01.	Representations of the SDWLP	4
Section 2.02.	Representations of the Municipality	4

ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01.	Financial Assistance Clause	7
Section 3.02.	Disbursement of Financial Assistance	7
Section 3.03.	Remedies	7
Section 3.04.	FAA Effective Date and FAA Term	8

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01.	Construction of the Project	9
Section 4.02.	Completion of the Project	9
Section 4.03.	No Warranty Regarding Condition, Suitability, or Cost of Project	9

ARTICLE V
COVENANTS

Section 5.01.	Application of Financial Assistance	10
Section 5.02.	Operation and Maintenance	10
Section 5.03.	Compliance with Law	10
Section 5.04.	Public Ownership	10
Section 5.05.	Establishment of Project Accounts	10
Section 5.06.	Records	10
Section 5.07.	Project Areas	10
Section 5.08.	Notice of Impaired System	11
Section 5.09.	Hold Harmless	11
Section 5.10.	Nondiscrimination Covenant	11
Section 5.11.	Employees	11
Section 5.12.	Reimbursement	11
Section 5.13.	Rebates	11
Section 5.14.	Maintenance of Legal Existence	11
Section 5.15.	American Iron and Steel	12
Section 5.16.	Wage Rate Requirements	12

ARTICLE VI
MISCELLANEOUS

Section 6.01.	Notices	13
Section 6.02.	Binding Effect	13
Section 6.03.	Severability	13
Section 6.04.	Execution in Counterparts	13

Section 6.05.	Applicable Law	13
Section 6.06.	Further Assurances	13
Section 6.07.	Termination	13
Section 6.08.	Rescission	14

EXHIBIT A	PROJECT BUDGET SHEET	
EXHIBIT B	PROJECT MANAGER SUMMARY	
EXHIBIT C	BEST PRACTICES FOR LSL REPLACEMENTS	

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated February 22, 2023, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Evansville, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated January 13, 2022, for financial assistance under the Statute.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means City of Evansville, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. 4803-04 by DNR, described in the Project Manager Summary (Exhibit B).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or April 30, 2023, whichever occurs first.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA, and
 - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$58,000, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.
- (d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. A variance is also granted through this FAA to s. NR 166.10(2)(b), Wis. Adm. Code as plans and specifications are not required for Lead Service Line replacement projects. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit B. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the

proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.

(m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch.145, Wis. Stats.

(n) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.

(o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$58,000 with Principal Forgiveness of \$58,000 for payment of Project Costs.

ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.
- (d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.
- (e) All requests for disbursement must be submitted to DNR no later than June 2, 2023, and such request for disbursement shall only include Project costs incurred on or before April 30, 2023.

Section 3.03. Remedies

- (a) If the Municipality:
 - (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
 - (2) is not complying with or is in violation of any covenant set forth in this FAA; or
 - (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

Section 4.02. Completion of the Project

- (a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.
- (b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation identifying the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
- (c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.
- (d) Upon Final Completion of the Project, the Municipality shall complete and deliver to DNR the documentation described in section 4.02(b) above.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts

- (a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:
 - (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;
 - (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
 - (3) permit extracts and copies of the Project records to be made by any of them; and
 - (4) fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and
- (4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit B).

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Environmental Improvement Fund
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
or
PO Box 7864
Madison, WI 53707-7864

- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
or
PO Box 7921
Madison, WI 53707-7921

- (c) City of Evansville
31 South Madison Street
Evansville, WI 53536

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF EVANSVILLE

By: _____
Dianne Duggan
Mayor

Attest: _____
Leah Hurtley
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF EVANSVILLE
SDWLP Project No. 4803-04

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	0	0	0
Engineering	0	0	0
Construction/Equipment	55,000	0	55,000
Contingency	0	0	0
Miscellaneous Costs	3,000	0	3,000
TOTAL	\$58,000	\$0	\$58,000

EXHIBIT B

PROJECT MANAGER SUMMARY

CITY OF EVANSVILLE
SDWLP Project No. 4803-04

1. Project Description: The City of Evansville adopted a mandatory ordinance to replace Lead Service Lines (LSLs) in the city and will be spot replacing an estimated 27 lines with this award.

The Municipality issued a Request for Qualifications (RFQ) to develop a list of prequalified plumbers for the private LSL replacements. Homeowners contract with a plumber from the prequalified list for replacement of their private LSL. Once the work is completed, the Municipality will pay the contractor/plumber directly on behalf of the homeowner up to \$2,000 for the cost of the replacement. The homeowner will be responsible for any costs over \$2,000.

Eligible replacements consist of the replacement of the Service Line from the curb stop of a municipally-owned water main or service line to the meter, or other water utility service terminal on private residential property, a pre k–12 school, or a licensed and/or certified daycare center.

All private LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized service lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a service line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement should be completed within 45 days of the initial replacement of a portion of the Lead Service Line, unless the public side of the Lead Service Line was replaced prior to participation in the Private LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit C.

2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side has not been replaced (partial replacements);
- Premise plumbing, which includes anything downstream of the normal connection point inside the home;
- The curb stop, or any other components of the utility side of the service line;
- Costs for engineering or administration unless the recipient's population is 3,300 or less.

3. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$3,000 is included in the Miscellaneous category for:

- Municipal Ordinance - \$3,000

4. DBE Good Faith Effort: The Municipality met the Disadvantaged Business Enterprise (DBE) solicitation requirements by including DBE solicitation language in their RFQ advertisement and requiring contractors on the prequalified list to solicit for DBEs for any subcontractors utilized.

5. Davis-Bacon Wage Rate Requirements: For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:

- The property is owned in the name of a business;
- The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and
- The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

6. Environmental Review Conditions: An Environmental Assessment was completed for this Project and resulted in a Categorical Exclusion with general recommendations regarding invasive species and erosion control. A construction site storm water permit may be required if the contiguous project area exceeds 1 acre(Conditionally Required). No impact on archeological or historical sites was identified.
7. Closeout Documentation: At Project completion the municipality will submit to DNR the documentation described in section 4.02(b) of this FAA: the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
8. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, June 2, 2023. This is the submittal deadline for disbursements that will be made on June 14, 2023. We strongly encourage all recipients to submit their final Request for Disbursement by no later than Friday, May 19, 2023, in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after June 2, 2023. If a Request for Disbursement for costs incurred on or before April 30, 2023 is not submitted by the deadline, those costs will need to be covered by the municipality or the property owner.

EXHIBIT C
BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

The Federal Lead and Copper Rule Revisions (LCRR) are now in effect. All public water systems must be in compliance with the LCRR by October 16, 2024.

Note that public water systems may choose, but are not required, to meet these requirements prior to October 16, 2024.

Under the LCRR, any public water system that conducts lead service line removal must meet all of the requirements listed below. Note that under the LCRR, these requirements apply to all of the following activities: full and partial¹ lead service line replacement; replacement of a galvanized service line that is currently, or was ever formerly, downstream of a lead service line; and removal of a lead gooseneck, pigtail, or connector.

- **For participants in the Private Lead Service Line Replacement Program, these steps are suggested, but not required, for participation in the program.**

Lead Service Line Replacement Requirements under the LCRR

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s)² served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
 - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - Provide information about the health effects of lead.
 - Provide information about actions consumers can take to minimize their exposure to lead in drinking water,
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s)³ with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer in accordance with paragraph (d) of this section.

¹ In addition to the requirements listed above, any water system that plans to partially replace a lead service line in coordination with planned infrastructure work must provide notice to the owner of the affected service line, or the owner's authorized agent, as well as non-owner resident(s) served by the affected service line at least 45 days prior to the replacement. The notice must explain that the system will replace the portion of the line it owns and offer to replace the portion of the service line not owned by the water system. However, the water system is not required to bear the cost of replacement of the portion of the affected service line not owned by the water system.

² In instances where multi-family dwellings are served by the lead service line to be replaced, the water system may elect to post the information at a conspicuous location instead of providing individual notification to all residents.

³ If the lead service line serves more than one residence or non-residential unit (e.g., a multi-unit building), the water system must provide a filter and six months of replacement cartridges and use instructions to every residence in the building.