### **Common Council Regular Meeting**

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

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

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

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

Copies of the packet and agenda are available at <a href="http://www.ci.evansville.wi.gov/city\_government/public\_agendas\_minutes/common\_council/">http://www.ci.evansville.wi.gov/city\_government/public\_agendas\_minutes/common\_council/</a>

### Agenda

- 1. Call to order
- 2. Roll Call
- 3. Approval of Agenda
- 4. Motion to waive the reading of the minutes of February 9, 2021 meeting and approve as presented.
- 5. Civility reminder
- 6. Citizen Appearances other than agenda items listed.
- 7. Reports of Committees
  - A. Library Board Report
  - B. Youth Center Advisory Board Report
  - C. Plan Commission Report
    - 1) Discussion and motion to approve Resolution 2021-03 A Resolution Authorizing Acquisition of Real Estate-(Outlots-Westfield Meadows)
  - D. Finance and Labor Relations Committee Report
    - 1) Motion to accept the February 2021 City bills as presented in the amount of \$4,440,790.46.
    - 2) Motion to approve Resolution 2021-02 Amending Fees Schedule for Operator's license fees.
    - 3) Motion to approve Resolution 2021-04 amending the 2020 Budget.
    - 4) Motion to approve Department of Public Works Mechanic Job Description.
  - E. Public Safety Committee Report
    - 1) Discussion on waiver's, field rentals and city league baseball as it pertains to COVID-19.
  - F. Municipal Services Report

- 1) Motion to approve the MLA (Master Lease Agreement) with US Cellular for the installation of 5G small cell nodes.
- 2) Motion to approve the Centrex contract renewal with The Wisconsin Bell, Inc. d/b/a AT&T Wisconsin for City phone service for accounts 6088822281336 & 6088820560842
- G. Economic Development Committee
- H. Parks and Recreation 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
  - A. Motion that the Council suspend its current rule and/or past practice of voting on proposed ordinances only after a first and second reading so that proposed ordinance 2021-02, which is identified as agenda item 12A can be voted on after the first reading.
- 9. Communications and Recommendations of the Administrator (placeholder)
- 10. Communications and Recommendations of the Mayor
  - A. Discussion on City Revaluation plans
- 11. New Business
  - A. Discussion and possible action on 2021 Street Utility Improvements award
- 12. Introduction of New Ordinances
  - A. Motion to approve Ordinance 2021-02 Amending Ordinance 2021-01 Governing Wireless Communication facilities in the Right-of-Way.
  - B. First reading of Ordinance 2021-03 Amending Chapter 6-Alcohol Beverage
  - C. First Reading of Ordinance 2021-05 Rezoning Parcel 6-27-683
- 13. Meeting Reminder
  - A. Regular meeting April 13<sup>th</sup>, 2021 6:00 p.m.
- 14. Adjourn

### William C. Hurtley, Mayor

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

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

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### **MINUTES**

- 1. **Call to order-** The meeting was called to order by Mayor Bill Hurtley at 6:01 p.m.
- 2. **Roll Call** Members present: Mayor Bill Hurtley, Alderpersons Jim Brooks, Rick Cole, Dianne Duggan, Bill Lathrop, Ben Ladick, Gene Lewis, Joy Morrison and Erick Stuart. Others present: City Clerk Darnisha Haley, Deputy Clerk Leah Hurtley, Judy Walton, Community Development Director Jason Sergeant, Municipal Services Director Chad Renly, City Attorney Mark Kopp, Nathan Ward from USCellular.
- 3. **Approval of Agenda**-Renly requested to make an addition to add MLA USCellular contract after item 11B. The contract is included in the packet but there is no motion to approve. Attorney Kopp stated the contract can be discussed but action cannot be made at this time because it's not an agenda item. Brooks made a motion to, seconded by Duggan to approve the agenda with a minor change to item 7D1 removing the word supplemental. Motion approved 8-0. Brooks made a motion, seconded by Duggan to move discuss on the MLA USCellular contract up on the agenda after the Library Board Report. Motion approved 8-0.
- 4. **Approval of Minutes-**Brooks made a motion, seconded by Ladick to waive the reading of the minutes for January 12, 2021 meeting. Morrison requested one change to minutes on item 4 to correct Brooks made a motion rather than Brooks mad a motion. Motion approved 8-0.
- 5. **Civility reminder-** Recognition of the commitment to civility and decorum at Council meeting
- 6. **Citizen Appearances other than agenda items listed** Susan Becker is running as a write in candidate for Alderman District 1 and was invited to attend the meeting as an observer.

### 7. Reports of Committees

A. **Library Board Report**-Haley read the report prepared by Library Director Megan Kloeckner as follows:

### General Updates

- Megan is working on the library's annual report. The final copy is due to the Department of Public Instruction by March 1. A copy will be submitted to City Hall.
- The library is working on updating their strategic plan. The survey for community input is available now through February 28. If you have not already done so, please complete it in the next couple of weeks. We appreciate as many responses as possible.

- Library staff are working to complete the Position Analysis Questionnaires for Baker Tilly.
- You can now reserve your curbside pickup appointment online.
- An open discussion and an overview on the terms of the MLA agreement for the 5G USCellular towers.
- B. Youth Center Advisory Board Report-Brooks reported the AWARE Agency has made good use of the space they have been provided since the youth center has been closed. The committee also discussed refreshing the building for summer with some power washing of the building and some planting around the front. Brooks also reported a discussion on having the building ready if in person schooling takes place in the fall and that it's still to be determined if head count can remain the same or if it needs to be limited. Brooks stated there was discussion on fund raising needs going into the new year.
- C. **Plan Commission Report**-Sergeant reported that there were two agenda items ordinance 2021-01 Governing Wireless Communication Facilities & 2020-13 Amending Chapter 130 of the Zoning Code that were recommended. The committee also approved two site plans one for the water & light expansion, and a second site plan for possible reuse of a site where the former auto auction use to be along Old Hwy 92. Sergeant also reported that the park, pool and splashpad RFQ were recommended.

### D. Finance and Labor Relations Committee Report

- 1) Cole made a motion, seconded by Duggan to accept the January 2021 City bills as presented in the amount of \$3,422,453.20. Motion approved 8-0 on a roll call vote.
- 2) Cole made a motion, seconded by Morrison to approve the lease extension agreement with Quadient Leasing USA Inc. for city hall postage machine. Motion approved 8-0 on a roll call vote.
- E. **Public Safety Committee Report-** Duggan reported there were three operator's license approved. Lieutenant Jones is working on updating the animal ordinance to make it cohesive through the entire ordinance. The committee also discussed the possibly of making changes the alcohol ordinance to streamline the process for operator licenses applications. Duggan also reported the police department is looking in to developing a K9 unit here in Evansville. They are currently looking into what is necessary for training, staffing and financing to move forward with this program.
- F. Municipal Services Report- Brooks reported it is unlikely that there will be a four way stop at the corner of Main & Water or a three way stop at the corner of Water & Madison as the DOT is not likely to go along with the idea. There was also a discussion on Arrearages due to Covid and how to have a deferred agreement plan and a disconnection plan in place to disconnect as few as possible. The goal is to make it easy as possible for people to get back to zero. Brooks also reported that the road project between Main & Liberty on t, will be included in the Liberty St. project in a year or two rather than changing the budget and the scope of the project planned for 2021. March 11<sup>th</sup> WPPI is offering a seminar to public power governments if anyone is interested. Julie Roberts, Chad Renly & Jim Brooks will be meeting with Johnson & Block to talk about the upcoming water rate case

### G. Economic Development Committee

- 1) Brooks made a motion, seconded by Ladick to forgive the entire remaining balance of revolving loan RLF-2018-01 (Urban Exchange Consignments) including the principal balance of \$1,069.04 and interest that would have accrued. Motion passes 8-0 on a roll call vote.
- H. Parks and Recreation Board Report-Morrison reported that the local Boy Scout group is holding a winter fun day with an ice fishing derby and a Klondike race at Lake Leota. Renly reported that dam repair drawings were due on January 20<sup>th</sup> and they have now been submitted to the DNR for further review. Morrison also reported that Gavin Frey a senior at Evansville High school submitted a proposal for a senior project to build bird houses for the park. The project was endorsed by the park board and they look forward to the seeing the bird houses that he builds. The 2020 creek walls and the duck house project is still slated to continue in the spring when the weather is a bit nicer. Morrison further reported, the park board received a request to possibly develop an ice skating rink next winter. Renly explored Countryside and the retention pond but there isn't enough parking. One possible option would be Westside Park due to the availability of level space and parking. To create the rink they would using plywood board and plastic sheeting then have it flooded by the fire dept.
  - 1) Brooks made a motion, seconded by Lathrop, to approve RFQ for Park and Splash pad with suggested changes and pending park board's final approval. Motion passed 8-0
- I. **Historic Preservation Commission**-Lewis reported the property owner for 113 E Main St would like to make repairs to the porch & stairs. The property owner did not provide enough information to committee and what was proposed would not work with the guidelines for the historic district. This homeowner must come back and present some direction on this project. Lewis also reported that the property owner of 26 Garfield would like to replace the porch. They must come back and provide 3 views of the project and how it will connect with the existing roof.
- J. **Fire District Report** Brooks reported there were change with the mobile maintenance provider to hopefully provide better service. Brooks also reported there are 3 fire fighters that are currently enrolled in EMS class in Monticello.
- K. **Police Commission Report-**Nothing to report
- L. **Energy Independence Team Report**-Brooks reported they took a look at 25x25 energy plan that was adopted by the city setting sustainability goals for the city to achieve by 2025. The plan was reviewed to see what goals were met or where accommodations were made. They decided to help the city move forward and stretch the goals and write a resolution to get the city on a carbon neutral basis to incorporate sustainability into the comprehensive plan for review in 2022.
- M. Board of Appeals Report-Nothing to report

### 8. Unfinished Business

A. Brooks made a motion, seconded by Duggan to approve additional expenditures for recording equipment added to AV system in council chambers not to exceed \$3,000. Motion passed 8-0 on a roll call vote.

- B. Brooks made a motion, seconded by Cole to approve Ordinance 2020-13 AmendingCh. 130 of the Zoning Code with the adjustments listed in item 1, 2, 3 & 4 below.Motion passed 8-0
  - 1) Brooks made a motion, seconded by Cole to approve Ordinance 2020-13 revising the offset requirement listed in 130-984(12)(d) and 130-1004(14)(d) from 4 feet to 12 feet and correcting 130-984(12) (a) and (b) to read "forty five (45%)" and striking ", 25 feet at front setback line" from 130-1004(14)(e). Motion passed 8-0
  - 2) Brooks made an additional motion, seconded by Cole to include a key provision to delay implementation of 130-984(12)(b),(c), and (d) as well as 130-1004(14)(b),(c), and (d) until January 1,2022. Motion passes 8-0
  - 3) Brooks made a motion, seconded by Duggan to amend 130-983(5) to read telecommunication and electric transmission and distribution lines, building, or structures. Motion passed 8-0
  - 4) Brooks made a motion, seconded by Cole to amend Sec 130-1004(14)(a) correct the spelling of fifty in fifty percent. Motion passed 8-0

### 9. Communications and Recommendations of the Administrator (placeholder)

### 10. Communications and Recommendations of the Mayor

A. Brooks made a motion, seconded by Cole to approve appointment of Mike Pfeil, 78 Campion Drive, to the Park & Recreation Board to full-fill the term of Darrell Hamilton which ends in 2021. Motion passes 8-0 on a roll call vote

### 11. New Business

- A. Brooks made a motion, seconded by Cole that the Council suspend its current rule and/or past practice of voting on proposed ordinances only after a first and second reading so that proposed ordinance 2021-01, which is identified as agenda item 12A can be voted on after the first reading. Motion passed 8-0
- B. Brooks made a motion, seconded by Cole to approve Resolution 2021-01 A
   Resolution Establishing Fees for use of Right-of-Way and use of Municipally
   Owned Property. With the adjustments listed in item 1 & 2 below. Motion passed 8-0
  - 1) Brooks made a motion, seconded by Cole to enter \$15 into the blank space on for annual fees on resolution 2021-01. Motion passed 8-0.
  - 2) Brooks made a motion, seconded by Lathrop to amend striking the word "or" after the second paragraph and strike the second #2 option on the original resolution 2021-01. Motion passed 8-0.

### 12. Introduction of New Ordinances

- A. Brooks made a motion, seconded by Cole to approve Ordinance 2021-01 Governing Wireless Communication Facilities. Motion passed 8-0
  - 1) Brooks made a motion, seconded by Duggan to amend section 160-387(c) to change the publication type from a Class 2 notice to a Class 1 notice. Motion passed 8-0.

### 13. Meeting Reminder

A. Regular meeting March 9<sup>th</sup>, 2021 6:00 p.m.

14. **Adjourn**- Cole made a motion, seconded by Duggan to adjourn at 8:07 p.m. Motion approved 8-0

### Darnisha Haley, City Clerk

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



# 2020 in Review

Our library services looked different this past year due to the COVID-19 pandemic. Staff pivoted to serve our community in new ways.



### CURBSIDE PICKUP

We filled 2,347 curbside pickup requests, some for multiple people in a household from April 27-December 30.

### **PROGRAMS**

Provided 108 live programs (in-person and virtual) attended by at least 1,593 people. When combined with pre-recorded virtual programs, we offered 121 programs to 3,097 participants.





### TAKE & MAKE KITS

Take & Make activity kits for all ages were available starting in June. In 7 months we offered 40 different activities and sent home 917 kits. When combined with the rest of 2020, we offered 91 self-directed activities to 1,236 participants.

### SUBSCRIPTION BOOK BOXES

From September-December we sent home 70 subscription book boxes to kids in grades K-5 with over 400 books in them.





### PUBLIC COMPUTERS

From June- December we had 216 appointments for our public computers.

### THANK YOU!

Thank you for your flexibility and patience as we navigate these challenging times together. We look forward to seeing you all again!



# Wisconsin Department of Public Instruction **PUBLIC LIBRARY ANNUAL REPORT** PI-2401 (Rev. 1-21)

S. 43.05(4) & 43.58(6)

FOR THE YEAR 2020

**INSTRUCTIONS:** Complete and return two (2) signed copies of the form and attachments to the library system headquarters. Confirm with the library system if submitting electronic copies is preferred.

Board-approved, signed annual reports for 2020 are due to the DPI Division for Libraries and Technology no later than March 1, 2021.

		I. GENERAL II	NFORMATION			
1. Name of Library			2. Public Library Syster	m		
3a. Head Librarian First Name	3b. Head Li	brarian Last Name	4a. Certification Grade	4b. Certificat	ion Type	5. Certification Expiration Date
6a. Street Address	6b. Mailing	Address or PO Box	7. City / Village / Town	8a. ZIP	8b. ZIP4	9. County
10. Library Phone Number	11. Fax Nu	mber	12. Library E-mail Addr	ess of Director		
13. Library Website URL			14. No. of Branches	15. No. of Boo Owned	okmobiles	16. No. of Other Public Service Outlets
17. Does the library operate a books-by-mail program?		libraries are legally organg to operate a library. Is				
20. Square Footage of Public Library		e library or a branch move ng facility during the fiscal		and an	22. DUNS	Number <i>Nine digits</i>
		HOURS OF	OPERATION			
		Service with No ons on Building Access	Limited Service			Only (no interior service public)
19a. Winter Hours Open per Week						
19b. Number of Winter Weeks						
19c. Summer Hours Open per Week						
19d. Number of Summer Weeks						
19e. Total Weeks per Year						
19f. Total Hours per year for this location						

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CO	1//	4	0

Did the library provide the following services during the COVID-19 pandemic?

	Yes / No	Number of Interactions (if known)
<ol> <li>answering general information requests from the public (phone calls, emails, text messages, online forms, etc.)</li> </ol>		
1b. providing reference service		
1bi. reference service provided via email		
1bii. reference service provided via chat		
1biii. reference service provided via text message		
1biv. reference service provided via telephone		
1bv. reference service provided via another method (e.g., online service or form)		
1bvi. describe "another method of reference service":		
1c. hosting virtual programming or recorded content		
1d. offering curbside pickup		
1e. offering drive-thru circulation of physical materials		
1f. offering vestibule/porch pickups		
1g. offering delivery of materials (mail or drop-off)		
1h. managing IT services for external Wi-Fi access		
1i. providing other types of online and electronic services		
1ii. describe "other services":		

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<b>ELECTRONIC MATERIALS ADDED DUE TO</b>	0
COVID-19	

Did the library add or increase access to electronic collection materials due to the COVID-19 pandemic?

		Yes	/ No	Number Added (if known)
2a. increasing the concurrent or monthly borrowing materials purchased locally	g limits for electronic			, ,
2b. increasing the concurrent or monthly borrowing materials purchased by the library system or co				
2c. increasing the number of electronic materials a locally	and holdings purchased			
2d. increasing the number of electronic materials a by the library system or consortia	and holdings purchased			
2e. augmenting the public's ability to use electronic way	c materials in another			
2f. describe "augmenting in another way":				
		,		
	PUBLIC SERV	ICES COVID-19		
Did the library add or increase access to electronic	c collection materials due	e to the COVID-19 pandem	nic?	
			Yes	/ No
3. Electronic Library Cards Issued Before COVID-	19			
4. Electronic Library Cards Issued During COVID-	19			
5. External Wi-Fi Access Before COVID-19				
6. External Wi-Fi Access Added During COVID-19				
7. External Wi-Fi Access Increased During COVID	-19			
8. Staff Re-Assigned During COVID-19				
	COVID-19	CLOSURES		
Initial date closed due to COVID-19				
First date reopened following initial COVID-19 clos	sure			
Additional building closure and reopening dates, p	lease describe			

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	II. LIBRARY COLLECTION		
		a. Number Owned / Leased	b. Number Added
1. Books in Print Non-periodical printed publication	tions		
2. Electronic Books <i>E-books</i>			
3. Audio Materials			
4. Electronic Audio Materials Downloadable			
5. Video Materials			
6. Electronic Video Materials Downloadable			
7. Other Materials Owned Describe			
			-
8a. Electronic Collections Locally owned or leas	ed		_
8b. Electronic Collections Purchased by library	system or consortia		
8c. Electronic Collections Provided through Bad	lgerLink		
9. Total Electronic Collections Local, regional, a	and state		
10. Subscriptions Include periodicals and newspa	apers, exclude those in electronic format		

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	III	. LIBRARY	SERVIC	ES				
Circulation Transactions								
a. Total Circulation b. Childre	n's Materials							
2. Interlibrary Loans (ILL)								
Method for Counting ILL Transactions								
Mode of ILL Transaction (Only Total will display when Total ILL Transactions is listed as the Method for Counting ILL Transactions)	Items Loa Provide	ned to Oth ed to	er Librarie	s		Borrowed eceived fro	d from Other	Libraries
Integrated Library System (ILS)								
WISCAT					 			
Other (includes OCLC, manual tracking, or other methods)					 			
Total					       			
3. Number of Registered Users		4. Refere	ence Trans	sactions		5. Libra	ry Visits	
a. Resident b. Nonresident	c. Total	a. Met	hod	b. Annual Co	unt	a. M	ethod	b. Annual Count
6. Uses of Public Internet Computers						7. Use	s of Public V	Vireless Internet
a. Number of Public Use Computers  b. Number of Public Computers with		a. Me	ethod	b. Annual Co	ount	a. Meth	od	b. Annual Count
8. Website Visits  9a. Local Electronic Collection Retrievals	9b.Other E Collection	lectronic on Retrieva	1 '	9c.Statewide Ele Collection Re			9d. Total E Retriev	lectronic Collection als
10. Uses of Electronic Materials by Library Us	ers	_						
a. E-Books b. E-Audio	c. E-Video	d. Tota	al Uses of	Electronic Mate	rials	e. Uses o	f Children's I	Electronic Materials

### LIBRARY PROGRAMS AND ATTENDANCE

PI-2401

11. Programs and Program Attendance Annual Count Method for Counting Number of Programs and Attendance

Total i Togrami and Attendance Statistic	<b>Total Program</b>	and	<b>Attendance</b>	<b>Statistics</b>
--	----------------------	-----	-------------------	-------------------

		i otai Program	and Attendance Statist	ics	
	a.	Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. Total
Number of Programs					
Total Program Attendance					
Describe the library's programs					
	n-per	son, Virtual, and	Pre-recorded Program	Statistics	
	In-F	Person Programs and	d Program Attendance Annu	al Count	
	a.	Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. Total
Number of Programs					
Total Program Attendance					
Describe the library's in-person programs	<b>3</b> :				
Live Vi	ews of	Virtual Programs an	d Virtual Program Attendanc	e Annual Count	
	a.	Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. Total
Number of Live Virtual Programs					
Total Live Virtual Program Attendance					
Total Views of Live Programs Recorded for Asynchronous Viewing					
Which platforms does the library use to he library's live, virtual programs:	ost				
Describe the library's live, virtual program	ns:				
Views of Pr	e-reco	ded Programs and F	Pre-recorded Program Attend	dance Annual Count	
	a.	Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. Total
Number of Pre-recorded Programs					
Total Pre-recorded Program Views					
Which platforms does the library use to he the library's pre-recorded programs:	ost				
Describe the library's pre-recorded progr	ams:				

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### IV. LIBRARY GOVERNANCE

First Name	Last Name	Street Address	City	ZIP+4	Email Address
PRESIDENT					
i.					
5.					
6.					
7.					
3.					
).					
0.					
1.					
2.					

ary Board Members cies in this count			

	Report o			RATING REVENUE to not report capital receipts	here.		
Local Municipal Appropriations for L     Municipality Type	ibrary Servi	ce <b>Only Joint libra</b>	ries i	report more than one mun Name	nicipalit	y here	Amount
1 7 71							
						Subtotal 1	
2. County						ſ	
a. Home County Appropriation for L	•					Subtotal 2a	
b. Other County Payments for Libra County Name	ary Services	Amount		County I	Name		Amount
					1		
						Subtotal 2b	
<ul><li>3. State Funds</li><li>a. Public Library System State Fund</li></ul>	ds						
Description		Amount		Descrip	otion		Amount
b. Funds Carried Forward from Prev	vious Year			c. Other State Funded	Prograr		
4. Federal Funds Name of program—f	ion I STA and	ant awards arent n	ımba	r and project title		Subtotal 3	
4. Federal Fullus Name of program—	or LSTA gra	Program or Proje		and project title			Amount
					1		
						Subtotal 4	
5. Contract Income <i>From other govern.</i> Name	mental units	s, libraries, agencies Amount	s, libra	ary systems, etc. Nam	ne.	I	Amount
Namo		Amount					Amount
						Subtotal 5	
not include state aid. Report Op	Other Sperating come	3. Total Operating Income  Add 1 through 7		What is the current year ar ropriation provided by govery (ies) for the public library?	nnual rning	exempt from th	brary's municipality e county library tax for ? Wis. Stat. s. 43.64(2)

	Report					penditures h	ere.			
1. Salaries and Wag				1				ity, plant ope	erations	
	1	tronic Materials	c. Audiovis	ual Materials	d. All C	Other Library	Materials	e. Subtota	13	
4. Contracts for Serv	vices Include con	tracts with othe	r libraries, municipaliti	es, and library sy	stems here	. Include ser	vice provide	er.		
	Provider		Amount		Provid	der		Amo	ount	
3. Library Collection Expenditures a. Print Materials b. Electronic Materials c. Audiovisual Materials d. All Other Library Materials e. Subtotal 3  4. Contracts for Services include contracts with other libraries, municipalities, and library systems here. Include service provider Amount Provider Amount Subtotal 4  5. Other Operating Expenditures 6. Total Operating Expenditures 6. Total Operating Expenditures Add 1 through 5  7. Of the expenditures reported in item 6, what were operating expenditures from federal program sources?  VII. LIBRARY CAPITAL REVENUE, EXPENDITURES, DEBT RETIREMENT, AND RENT 1. Capital Income and Expenditures by Source of nome. Do not report any expenditures reported above. Provide a brief description of any expenditures. Source Brief Description of Expenditure Brief Description of Expenditure C. Municipal d. County e. Other 2. Debt Retirement 3. Rent Paid to Municipality/County Total Revenue Total Expendit II. Total Amount of Other II. Total Amount of Other II. Total Amount of That Funds Held before fund from the library board's control must be reported. Report in this II. Total Amount of Other Funds at End of Year Funds										
5. Other Operating E	Expenditures									
6. Total Operating E	xpenditures Add	1 through 5								
1. Salaries and Wages Include maintenance, security, plant operations 2. Employee Benefits Include maintenance, security, plant operations 3. Library Collection Expenditures a. Print Materials b. Electronic Materials c. Audiovisual Materials d. All Other Library Materials e. Subtotal 3 4. Contracts for Services Include contracts with other libraries, municipalities, and library systems here. Include service provider.  Amount  Subtotal 4  5. Other Operating Expenditures 6. Total Operating Expenditures Add 1 through 5  7. Of the expenditures reported in item 6, what were operating expenditures from federal program sources?  VII. LIBRARY CAPITAL REVENUE, EXPENDITURES, DEBT RETIREMENT, AND RENT Do not report any expenditures reported above. Provide a brief description of any expenditures. Source a. Federal b. State  C. Municipal  D. Dobt Retirement 3. Rent Paid to Municipality/County Total Revenue Total Expenditure										
	VII. LIBI	RARY CAPITA	L REVENUE, EXPEN	DITURES, DEBT	RETIREM	IENT, AND F	RENT			
Capital Income ar     Do not report any	nd Expenditures b expenditures rep	by Source of Incoorted above. P	come. rovide a brief descript	ion of any expend	ditures.					
Source		Brief Des	scription of Expenditur	е		Reve	enue	Exper	nditure	
a. Federal										
b. State										
c. Municipal										
d. County										
e. Other										
2. Debt Retirement		3. Rent Paid	to Municipality/County	у		Total Reve	nue	Total Expenditure		
	VIII. OTHER FL	JNDS HELD B	Y THE LIBRARY BOA	ARD			IX. TRUS	T FUNDS		
section any funds in	the library board's	control (except	t Trust Funds) that						ld by the	

### X. STAFF

1.	. Personnel Listing. Libraries with 15 or fewer employees may report all staff under 1a. Libraries with more than 15 employees,	list head librarian,
	chief assistants, branch librarians, division heads, and other supervisory personnel in 1a. and all other positions in 1b.	

a. Employees Holding the Title of Librarian. Indicate advanced degrees in Type of Staff.

a. Employees Holding the Titl     Position	Ту	orarian. ir /pe of Staff	Annual Salary	cea aeg Hou Work per W	rs ed	Positio	on	Type of Staff	Annual Salary	Hours Worked per Week
Director / Head Librarian										
-										
b. Other Paid Staff See instru			Total	Hou		I			Total	Hours
Position		/pe of Staff	Annual Wages	Work per W		Position	on	Type of Staff	Annual Wages	Worked per Week
Library Staff Full-Time Equiva     a. Persons Holding the Title of			vide the total	hours w	orke	d per week for each		to determine fu aid Staff (FTE)		alents. ibrary Staff
Master's Degree from an A Accredited Program (FTE)	ALA	Other P	ersons Holdii Librarian (FT	ng the E)		Subtotal 2a	Include ma	aintenance, plan , and security	t (FTE)	iorary otali

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### XI. PUBLIC LIBRARY LOANS OF MATERIAL TO NONRESIDENTS

1. Of the total circulation reported for the library from Section III, item 1, what was the total circulation to nonresidents See instructions for definition of nonresident Divide nonresident circulation among the following categories. The total of 2 a. Those with b. Those without through 6 below should not be greater than the number reported in item 1 above. a Library a Library c. Subtotal 2. Circulation to Nonresidents Living in the Library's County 3. Circulation to Nonresidents Living in Another County in the Library System Circulation to Nonresidents Living in an Adjacent County Not in the Library System 5. Circulation to All Other Wisconsin Residents 6. Circulation to Persons from Out of the State 7. Are the answers to items 1 through 6 based 8a. Does the library deny access to any residents 8b. If yes, does the library allow residents in of adjacent public library systems on the basis adjacent systems to purchase library cards? on actual count or survey/sample? of Wis. Stat. s. 43.17(11)(b)? 9. Circulation to Nonresidents Living in an Adjacent County Who Do Not Have a Local Public Library Name of County Circulation Name of County Circulation f. a. b. g. h. C. d. i. e. j. XII. TECHNOLOGY 2. Library type of Internet connection 1. Does the library provide wireless 3. Library use of Internet filtering software or service Internet access? Mark all that apply a. Yes, on all Internet workstations a. State TEACH line b. Yes, on some Internet workstations b. Other broadband connection Local c. No filtering on any Internet workstation cable, telco, community network, etc. XIII. SELF-DIRECTED ACTIVITIES, STAFF SERVING YOUTH / ADULTS 1. Self-directed Activities Planned, a. Children (0-11) b. Young Adult (12-18) c. Other (all ages) d. Total independent activities available for a definite time period which introduce Number of Selfdirected Activities participants to any of the broad range of library services or activities that Total Self-directed directly provide information to **Activity Participation** participants. 2. Name and email address of primary staff person who serves as the children, youth, or teen librarian. Only the primary person is displayed here. a. First Name b. Last Name c. Email Address 3. Name and email address of primary staff person who serves as the librarian for adults. Only the primary person is displayed here. b. Last Name c. Email Address a. First Name

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### XIV. PUBLIC LIBRARY ASSURANCE OF COMPLIANCE WITH SYSTEM MEMBERSHIP REQUIREMENTS

We assure the Public Library System of which this library is a menthat this public library is in compliance with the following requirement A check (X) or a mark in the checkbox indicates compliance with the	ents for public library system memb							
The library is established under s. 43.52 (municipalities), s. 43 services) of the Wisconsin Statutes [s. 43.15(4)(c)1].	3.53 (joint libraries), or s. 43.57 (con	solidated county libr	aries and county library					
The library is free for the use of the inhabitants of the municipa 86(1984), and OAG 30-89].	ality by which it is established and r	naintained [s. 43.52(	(2), 73 Op. Atty. Gen.					
The library's board membership complies with statutory requir composition. [s. 43.54 (municipal and joint libraries), s. 43.57(and interchange)].								
The library board has exclusive control of the expenditure of a	Ill moneys collected, donated, or ap	propriated for the lib	rary fund [s. 43.58(1)].					
☐ The library director is present in the library at least 10 hours a	week while library is open to the pu	ublic, less leave time	[s. 43.15(4)(c)6]					
The library board supervises the administration of the library, a library board deems necessary, and prescribes their duties an		such other assistan	ats and employees as the					
The library is authorized by the municipal governing board to participate in the public library system [s. 43.15(4)(c)3].								
The library has entered into a written agreement with the public library system board to participate in the system and its activities, to participate in interlibrary loan of materials with other system libraries, and to provide, to any resident of the system area, the same library services, on the same terms, that are provided to the residents of the municipality or county that established the member library. This shall not prohibit a municipal, county, or joint public library from giving preference to its residents in library group programs held for children or adults if the library limits the number of persons who may participate in the group program, or from providing remote access to a library's online resources only to its residents. [s. 43.15(4)(c)4].								
The library's head librarian holds the appropriate grade level of [s. 43.15(4)(c)6 and Administrative Code Rules PI 6.03].	of public librarian certification from the	ne Department of Pu	ublic Instruction					
The library annually is open to the public an average of at least annually is open to the public an average of at least 20 hours whichever is fewer [s. 43.15(4)(c)7].								
☐ The library annually spends at least \$2,500 on library material	s. [s. 43.15(4)(c)8].							
Х	V. CERTIFICATION							
I CERTIFY THAT, to the best of my knowledge, the information library board has reviewed and approved this report.	provided in this annual report and	any attachments a	re true and accurate and the					
President, Library Board of Trustees Signature or designee	Name of President or Designee P	Print or type	Date Signed					
>								
Library Director / Head Librarian Signature	Name of Director / Head Librarian	Date Signed						
>								

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STATEMENT CO	NCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS	3
provide effective leadership and adequately meet the	g statement that the library system either did or did not needs of the library must be completed and approved by in the context of the public library system's statutory o meet those responsibilities.	County
The	Board of Trustees hereby states that in 2020 the	
Name of Public Library	Na	me of Public Library System / Service
did provide effective leadership and adequat	ely met the needs of the library.	
did not provide effective leadership and did	not adequately meet the needs of the library.	
Indicate with an X one of the above two state	ements.	
Explanation of library board's response. Attach addition	nal sheets if necessary.	
Note: With the approval of the library board of trustees library system, as an e-mail attachment to LibraryRepo	, this statement may be submitted separately from the Annuort@dpi.wi.gov.	al Report form that is sent to the
	CERTIFICATION	
The preceding statement was approved by the Public	Library Board of Trustees.	
	ach library system and, as required by Wis. Stat. s. 43.05(14	), conduct a review of a public library
system if at least 30 percent of the libraries in participa	ating municipalities that include at least 30 percent of the populately meet the needs of the library. This statement may be pro	oulation of all participating municipal-

Name of President or Designee Print or type

Date Signed

President, Library Board of Trustees Signature or designee

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COMMENTS

### CITY OF EVANSVILLE Resolution 2021-03

A Resolution Authorizing Acquisition of Real Estate

**WHEREAS,** the City entered into a development agreement with Evansville Development Group, Inc., on April 21, 2006, for a subdivision project known as "Westfield Meadows"; and

WHEREAS the parties entered into an amendment of said development agreement on January 12, 2010; and

WHEREAS Outlots 1 and 2 of the Westfield Meadows Subdivision are owned by the City; and

**WHEREAS** ownership of Outlot 4 of the Westfield Meadows Subdivision is to transfer to the City upon certain requirements being met pursuant to the development agreement;

**WHEREAS** the development agreement, and its amendments, do not make specific reference to the ultimate ownership of Outlots 3 and 5 of the Westfield Meadows Subdivision; and

**WHEREAS** the developers have indicated a willingness to transfer ownership of Outlots 3, 4 and 5 of the Westfield Meadows Subdivision to the City; and

WHEREAS the City is willing to take ownership of the referenced Outlots subject to certain conditions; and

WHEREAS, the plan commission has reviewed this proposed resolution and has recommended its passage;

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

City staff is authorized to take ownership, on behalf of the City, of Outlots 3, 4, and 5 of the Westfield Meadows subdivision once there is verification by the city engineer that the conditions set forth in the development agreement as to Outlot 4 have been met and once there is receipt by, and acceptance by, the city engineer of as – built drawings applicable to Outlots 3, 4, and 5 along with approval by the city engineer of any constructed infrastructure on, in, or under the referenced Outlots.

Passed and adopted this day of	, 2021.
	William C. Hurtley, Mayor
ATTEST	:
	Darnisha Haley, City Clerk

Introduced: 03/09/2021 Adoption: 0/00/2021 Publication: 0/00/2021

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	921727	EVANSVILLE MV MHP LLC	REFUND UTILITY PAYMENT	2021-02	02/19/2021	56.12	45592	.00	0	
01-1000130	UTILITY CASH CLEARING	922342	PLEASY R BERG TRUST	REFUND W&L OVERPAYMENT	2021-02	02/19/2021	49.67	45605	.00	0	
01-1000130	UTILITY CASH CLEARING	922430	HURLEY HOMES LLC	REFUND W&L OVER PAYMENT	2021-02	02/19/2021	55.15	45598	.00	0	
01-1000130	UTILITY CASH CLEARING	3643	NELSON, SHEILA	REFUND UTILITY OVERPAYMENT	30250000-02	02/26/2021	176.83	45662	.00	0	
01-1000130	UTILITY CASH CLEARING	3643	NELSON, SHEILA	REFUND UTILITY OVERPAYMENT	30250100-02	02/26/2021	89.82	45662	.00	0	
01-1000130	UTILITY CASH CLEARING	922625	PERNOT, LINDA	REFUND W&L OVERPAYMENT	2021-02	02/19/2021	47.18	45604	.00	0	
Total 0110	000130:						474.77		.00		
10-1650000	PREPAYMENTS	1850	COMPUTER KNOW HOW L	20 PREPAID SERVICE HOURS	35266	02/19/2021	2,000.00	45586	.00	0	
Total 1016	550000:						2,000.00		.00		
10-1650020	PREPAID POSTAGE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-PREPAID POSTAGE	5090-0221	02/19/2021	5.00-	45606	.00	0	
Total 1016	350020:						5.00-		.00		
10-2126000	FIRE DISTRICT ACCOUNTS PA	2280	EVANSVILLE COMMUNITY	REIMB FOR FIRE CALLS PLACED ON TAX ROLL-263 E MAIN ST	2020-TAX	02/19/2021	530.82	45591	.00	0	
10-2126000	FIRE DISTRICT ACCOUNTS PA	2280	EVANSVILLE COMMUNITY	REIMB FOR FIRE CALLS PLACED ON TAX ROLL-29 W LIBERTY ST	2020-TAX	02/19/2021	158.51	45591	.00	0	
10-2126000	FIRE DISTRICT ACCOUNTS PA	2280	EVANSVILLE COMMUNITY	REIMB FOR FIRE CALLS PLACED ON TAX ROLL-330 UNION ST	2020-TAX	02/19/2021	158.36	45591	.00	0	
10-2126000	FIRE DISTRICT ACCOUNTS PA	2280	EVANSVILLE COMMUNITY	REIMB FOR FIRE CALLS PLACED ON TAX ROLL-427 CHERRY ST	2020-TAX	02/19/2021	528.85	45591	.00	0	
10-2126000	FIRE DISTRICT ACCOUNTS PA	2280	EVANSVILLE COMMUNITY	REIMB FOR FIRE CALLS PLACED ON TAX ROLL-132 N FIRST ST	2020-TAX	02/19/2021	532.05	45591	.00	0	
10-2126000	FIRE DISTRICT ACCOUNTS PA	2280	EVANSVILLE COMMUNITY	REIMB FOR FIRE CALLS PLACED ON TAX ROLL-703 LUCAS CT	2020-TAX	02/19/2021	158.65	45591	.00	0	
Total 1021	26000:						2,067.24		.00		
10-2127000	DEPOSIT-STREET OPENING	9309	ANDREW PHILLIPS	REFUND OF STREET OPENING DEPOSIT	2021-02 SO	02/05/2021	475.00	45514	.00	0	
Total 1021	27000:						475.00		.00		
10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 1/29/2021	PR0129211	02/12/2021	8,758.29	20131559	.00	0	
10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 2/12/2021	PR0212211	02/26/2021	9,013.42	20131571	.00	0	
Total 1021	31100:						17,771.71		.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
— GL ACCOUNT	Account fille	- Hullibei		-				- Nullibel		ACTIVITY#	
10-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 1/29/2021	PR0129211	02/12/2021	4,966.18	20131562	.00	0	
10-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF		PR0212211	02/26/2021	5,003.61	20131574	.00	0	
Total 1021	131200:						9,969.79		.00		
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS ADJUSTMENT	PR0212211	02/26/2021	2,578.01	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS ADJUSTMENT	PR0212211	02/26/2021	1,848.06	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP RETIREE HEALTH CARE PAYMENTS Pay Period: 1/29/2021	PR0129211	02/26/2021	1,743.32	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 1/29/2021	PR0129211	02/26/2021	410.03	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 1/29/2021	PR0129211	02/26/2021	3,242.29	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 1/29/2021	PR0129211	02/26/2021	1,817.79	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 1/29/2021	PR0129211	02/26/2021	21,129.81	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INSURANCE - FAMIL Pay Period: 1/29/2021	PR0129211	02/26/2021	128.51	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INSURANCE - FAMIL Pay Period: 1/29/2021	PR0129211	02/26/2021	831.63	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX)2 Pay Period: 1/15/2021	PR0115211	02/26/2021	20,147.63	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 1/15/2021	PR0115211	02/26/2021	238.28	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 1/15/2021	PR0115211	02/26/2021	3,393.10	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 1/15/2021	PR0115211	02/26/2021	145.25	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 1/15/2021	PR0115211	02/26/2021	1,170.93	20131575	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX)2 Pay Period: 1/15/2021	PR0115211	02/26/2021	1,949.76	20131575	.00	0	
Total 1021	132110:						60,774.40		.00		
10-2132120	DENTAL INSURANCE	1998	DELTA DENTAL OF WISCO	DENTAL INS DED/EXP DENTAL INSURANCE Employer Pay Period:							

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
				1/29/2021	PR0129211	02/26/2021	3,687.04	20131568	.00	0	
10-2132120	DENTAL INSURANCE	1998	DELTA DENTAL OF WISCO	DENTAL INS ADJUSTMENT	1562931	02/26/2021	35.43	20131568	.00	0	
Total 102	132120:						3,722.47		.00		
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 1/1/2021	PR0101210	02/26/2021	62.05	20131577	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 1/1/2021	PR0101210	02/26/2021	5,153.13	20131577	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 1/1/2021	PR0101210	02/26/2021	5,153.13	20131577	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 1/1/2021	PR0101210	02/26/2021	2,284.21	20131577	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 1/1/2021	PR0101210	02/26/2021	4,006.65	20131577	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 1/1/2021	PR0101210	02/26/2021	62.05	20131577	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 1/15/2021	PR0115210	02/26/2021	3,408.94	20131577	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 1/15/2021	PR0115210	02/26/2021	4,847.37	20131577	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 1/15/2021	PR0115210	02/26/2021	4,847.37	20131577	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 1/15/2021	PR0115210	02/26/2021	1,943.44	20131577	.00	0	
Total 102	132130:						31,768.34		.00		
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/29/2021	PR0129211	02/12/2021	6,537.42	20131559	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/29/2021	PR0129211	02/12/2021	5,774.13	20131559	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 1/29/2021	PR0129211	02/12/2021	1,350.44	20131559	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP		PR0129211	02/12/2021	1,350.44	20131559	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 2/12/2021	PR0212211	02/26/2021	6,520.96	20131571	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP		PR0212211	02/26/2021	5,672.13	20131571	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 2/12/2021	PR0212211	02/26/2021	1,326.54	20131571	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 2/12/2021	PR0212211	02/26/2021	1,326.54	20131571	.00	0	
Total 102	133100:						29,858.60		.00		
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 1/29/2021	PR0129213	02/12/2021	390.77	45569	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 1/29/2021	PR0129213	02/12/2021	853.68	45569	.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
	LIFE INS DEDUCTION LIFE INS DEDUCTION		SECURIAN FINANCIAL GR SECURIAN FINANCIAL GR		PR0129213 PR0129213	02/12/2021 02/12/2021	100.98-	45569 45569	.00	0	
Total 1021	34300:						1,143.50		.00		
10-2136100	UNION DUES DEDUCTIONS	5603	WI PROFESSIONAL POLIC	UNION DUES POLICE UNION DUES- POLICE Pay Period: 1/29/2021	PR0129211	02/05/2021	336.00	45542	.00	0	
Total 1021	36100:						336.00		.00		
10-2137000	PAYROLL DEDUCTION MISC	5708	WISCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 2/12/2021	PR0212212	02/26/2021	884.15	20131576	.00	0	
10-2137000	PAYROLL DEDUCTION MISC	5708	WISCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 1/29/2021	PR0129212	02/12/2021	884.15	20131563	.00	0	
Total 1021	37000:						1,768.30		.00		
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 2/12/2021	PR0212211	02/26/2021	1,578.01	20131573	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 1/29/2021	PR0129211	02/12/2021	1,578.82	20131560	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2855	VANTAGEPOINT TRANS A	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 1/29/2021	PR0129211	02/05/2021	160.00	45541	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2855	VANTAGEPOINT TRANS A	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 2/12/2021	PR0212211	02/19/2021	160.00	45616	.00	0	
Total 1021	38000:						3,476.83		.00		
10-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 1/29/2021	PR0129211	02/26/2021	50.47	20131566	.00	0	
10-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 2/12/2021	PR0212211	02/26/2021	50.47	20131566	.00	0	
Total 1021	40000:						100.94		.00		
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC	PR0129211	02/26/2021	63.91	20131566	.00	0	
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	MEDICAL Pay Period: 1/29/2021 ACC/MED/CCARE DED AFLAC MEDICAL Pay Period: 2/12/2021	PR0212211	02/26/2021	35.63	20131566	.00	0	
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC Pay Period: 2/12/2021	PR0212211	02/26/2021	28.27	20131566	.00	0	
Total 1021	41000:						127.81		.00		
10-2142000	EMPLOYEES REIMBUR AFLAC	3598	MATTHEW NANKEE	EMPLOYEE REIMB PAYMENT AFLAC-	2021-02	02/26/2021	497.50	45656	.00	0	
10-2142000	EMPLOYEES REIMBUR AFLAC	921882	MEGAN KLOECKNER	REIMB-AFLAC DEPENDENT CARE	2021-02	02/26/2021	1,066.00	45657	.00	0	

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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	922002	KERRY LINDROTH	REIMB-AFLAC DEPENDENT CARE	2021-02	02/26/2021	600.00	45653	.00	0	
Total 1021	142000:						2,163.50		.00		
10-2161100	COUNTY & STATE TAXES	4320	ROCK COUNTY TREASUR	FEB TAX SETTLEMENT	2021-02 TAX	02/26/2021	1,154,300.72	20131572	.00	0	
Total 1021	161100:						1,154,300.72		.00		
10-2171100	SCHOOL DISTRICT TAXES	2260	EVANSVILLE SCHOOL DIS	FEB TAX SETTLEMENT	2021-02 TAX	02/26/2021	2,166,045.79	20131569	.00	0	
Total 1021	171100:						2,166,045.79		.00		
	VOCATIONAL DISTRICT TAXE VOCATIONAL DISTRICT TAXE	1480 1480	BLACKHAWK TECH INSTIT BLACKHAWK TECHNICAL	FEB TAX SETTLEMENT FEB TAX SETTLEMENT	2021-02 TAX 2021-02 TAX	02/19/2021 02/26/2021	.00	99 20131567	.00	0 0	
Total 1021	172100:						218,849.67		.00		
10-44110-510	LIQUOR & MALT BEVERAGE LI	922624	ANGEL'S PIZZA LLC	REFUND OVERPAYMENT OF LICENSE FEES	2021-02	02/12/2021	80.00	45545	.00	0	
Total 1044	4110510:						80.00		.00		
10-44122-510	MISC LICENSES (SUNDRY)	5725	EQUAL RIGHTS DIVISION	WORK PERMIT-SEPT/DEC	2020-09 & 20	02/05/2021	22.50	45522	.00	0	
Total 1044	4122510:						22.50		.00		
10-45130-520	PARKING VIOLATIONS	922623	TODD, KEVIN	REFUND OVERPAYMENT ON TICKET	2021-02	02/12/2021	50.00	45574	.00	0	
Total 1045	5130520:						50.00		.00		
10-51010-300	COUNCIL EXPENSES & SUPPL	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- COUNCIL	IN13228578	02/26/2021	50.84	45644	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL- COUNCIL	7875-010221	02/12/2021	108.00	20131561	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-COUNCIL	N8737840	02/26/2021	.85	45666	.00	0	
Total 105	1010300:						159.69		.00		
10-51020-300	MAYOR EXPENSES	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-MAYOR	7875-010221	02/12/2021	12.00	20131561	.00	0	
Total 1051	1020300:						12.00		.00		
10-51030-300	MUNICIPAL COURT EXPENSE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-MUNI COURT	IN13228578	02/26/2021	6.31	45644	.00	0	

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10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	CC-ZOOM-T. ALISANKUS-MEETINGS	6004-010321	02/12/2021	15.81	20131561	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	CC-MICROSOFT STORE-T. ALISANKUS	6004-011321	02/12/2021	52.74	20131561	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-COURT	7875-010221	02/12/2021	24.00	20131561	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- COURT CLERK	0421277500-	02/26/2021	10.28	45675	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-MUNI COURT	5090-0221	02/19/2021	51.50	45606	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-COURT	N8737840	02/26/2021	6.61	45666	.00	0	
Total 105	1030300:						167.25		.00		
10-51040-210	LEGAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-GENERAL FUND	50579	02/12/2021	1,023.00	45552	.00	0	
Total 105	1040210:						1,023.00		.00		
10-51040-215	LEGAL SERVICES MUNI COUR	1885	CONSIGNY LAW FIRM SC	ATTY FEES-COURT	50579	02/12/2021	4,468.90	45552	.00	0	
Total 105	1040215:						4,468.90		.00		
10-51100-210	ASSESSOR SERVICES	1220	ASSOCIATED APPRAISAL	ASSESSMENT SERVICES-FEB	152569	02/05/2021	1,801.49	45516	.00	0	
Total 105	1100210:						1,801.49		.00		
10-51110-110	FINANCE SALARY	921902	BAKER TILLY SEARCH & S	TEMP C CAMPBELL	T-84561	02/19/2021	421.74	45581	.00	0	
10-51110-110	FINANCE SALARY	921902	BAKER TILLY SEARCH & S	TEMP C CAMPBELL	T-84847	02/26/2021	475.20	45628	.00	0	
Total 105	1110110:						896.94		.00		
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- CLERK/FINANCE	IN13228578	02/26/2021	90.32	45644	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- ADMIN/FIN DIR	IN13228578	02/26/2021	32.22	45644	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- ADMIN/FIN DIR	IN13228578	02/26/2021	6.96	45644	.00	0	
Total 105	1110250:						129.50		.00		
10-51110-251	FINANCE - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-FINANCE	COE-BDR33	02/19/2021	26.18	45586	.00	0	
10-51110-251	FINANCE - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-ROUNDING ISSUE	COE-BDR33	02/19/2021	.01	45586	.00	0	
Total 105	1110251:						26.19		.00		
10-51110-280	FINANCE CO TAX COLLECTIO	4320	ROCK COUNTY TREASUR	TAX COLLECTION CHARGES-FLAT	2020-TAX	02/19/2021	100.00	45607	.00	0	

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10-51110-280	FINANCE CO TAX COLLECTIO	4320	ROCK COUNTY TREASUR	TAX COLLECTION CHARGES-PERS	2020-TAX	02/19/2021	99.00	45607	.00	0	
10-51110-280	FINANCE CO TAX COLLECTIO	4320	ROCK COUNTY TREASUR	TAX COLLECTION CHARGES-TAX PARCELS	2020-TAX	02/19/2021	1,691.25	45607	.00	0	
Total 1051	1110280:						1,890.25		.00		
10-51110-290	FINANCE PUBLISHING CONTR	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	679	02/26/2021	675.00	45673	.00	0	
10-51110-290	FINANCE PUBLISHING CONTR	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	678	02/05/2021	675.00	45535	.00	0	
Total 1051	1110290:						1,350.00		.00		
10-51110-300	FINANCE ADMIN EXPENSE	9308	WOODWARD COMMUNITY	WANT AD - CUSTODIAN	012125748	02/12/2021	261.00	45575	.00	0	
10-51110-300	FINANCE ADMIN EXPENSE	9308	WOODWARD COMMUNITY	WANT AD - UTILITY BILLING CLERK	012125748	02/12/2021	652.50	45575	.00	0	
10-51110-300	FINANCE ADMIN EXPENSE	9308	WOODWARD COMMUNITY	SERVICE CHARGE	012125748	02/12/2021	13.71	45575	.00	0	
Total 1051	1110300:						927.21		.00		
10-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	CC-AMAZON-D. HALEY-DRUM UNIT FOR PRINTER	0308-012021	02/12/2021	43.12	20131561	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	CC-AMAZON-J. ROBERTS-POST ITS POP UPS/DISPENSER/ CALENDAR/FINGER TIPS	2200-123020	02/12/2021	45.07	20131561	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-CALCULATOR TAPE	7322731987	02/26/2021	28.49	45670	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-BATTERIES	7322731987-	02/26/2021	31.49	45670	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-INK ROLLER	7322731987-	02/26/2021	7.49	45670	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-CITY CLERK	5090-0221	02/19/2021	311.66	45606	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-FINANCE	5090-0221	02/19/2021	.50	45606	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-CLERK/FINANCE	N8737840	02/26/2021	143.06	45666	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	5118	VELOCITYEHS	ANNUAL SUBSCRIPTION-CITY HALL	231975	02/19/2021	75.00	45617	.00	0	
Total 1051	1110310:						685.88		.00		
10-51110-330	FINANCE PROFESSIONAL DE	9017	US BANK	CC-WMCA-D.HALEY-ACTIVE MEMBER RENEWAL	0308-011321	02/12/2021	65.00	20131561	.00	0	
10-51110-330	FINANCE PROFESSIONAL DE	9017	US BANK	CC-LOCAL GOVERNMENT-D. HALEY- CLERKS INSTITUTE-D HALEY	0308-011321	02/12/2021	489.00	20131561	.00	0	
10-51110-330	FINANCE PROFESSIONAL DE	9017	US BANK	CC-WMCA-D.HALEY-ACTIVE MEMBER RENEWAL-L HURTLEY	0308-011821	02/12/2021	65.00	20131561	.00	0	
10-51110-330	FINANCE PROFESSIONAL DE	9017	US BANK	CC-LOCAL GOVERNMENT-D. HALEY- CLERKS INSTITUTE-L HURTLEY	0308-011821	02/12/2021	489.00	20131561	.00	0	
10-51110-330	FINANCE PROFESSIONAL DE	9017	US BANK	CC-LOCAL GOVERNMENT-D. HALEY- CIVIC & PUBLIC AFFAIRS TRAINING	0308-011821	02/12/2021	289.00	20131561	.00	0	
10-51110-330	FINANCE PROFESSIONAL DE	9017	US BANK	CC-WFGOA-J. ROBERTS- MEMBERSHIP DUES	2200-011921	02/12/2021	25.00	20131561	.00	0	
10-51110-330	FINANCE PROFESSIONAL DE	4151	JULIE ROBERTS	REIMB MILEAGE-PICKED UP 1099'S FROM STOUGHTON	2021-02	02/12/2021	3.37	45562	.00	0	

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10-51110-330	FINANCE PROFESSIONAL DE	1234	APT US&C	ANNUAL CONFERENCE	23182	02/12/2021	59.80	45546	.00	0	
Total 1051	110330:						1,485.17		.00		
10-51110-361	FINANCE COMMUNICATIONS	1240	DEXYP	ADVERTISING/WHITE PAGES-CITY HALL	61004861118	02/26/2021	29.00	45640	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL- FINANCE	7875-010221	02/12/2021	84.00	20131561	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM CITY ADMIN	0052351-022	02/12/2021	161.97	45550	.00	0	
Total 1051	1110361:						274.97		.00		
10-51110-370	FINANCE ELECTION EXPENS	2239	CREEKSIDE PLACE INC	REIMBURSE FOR COVID-19 EXPENSES FOR ELECTIONS	2021-02 CO	02/26/2021	220.00	45637	.00	0	
Total 1051	110370:						220.00		.00		
10-51120-355	MUNICIPAL BUILDINGS	1230	AUCA CHICAGO MC LOCK	MONTHLY RUG SERVICE-CITY HALL	1641250842	02/12/2021	43.70	45547	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1230	AUCA CHICAGO MC LOCK	MONTHLY RUG SERVICE-CITY HALL	00164126111	02/26/2021	43.70	45625	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1230	AUCA CHICAGO MC LOCK	MONTHLY RUG SERVICE-YOUTH CENTER	00164126111	02/26/2021	28.75	45625	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	5160	EVANSVILLE WATER & LIG	ELEC/WATER-CITY HALL	2021-02	02/26/2021	716.42	20131570	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL-CITY HALL	501387	02/26/2021	51.00	45665	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL-CITY HALL	497655	02/05/2021	51.00	45532	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1940	CULLIGAN / COMPLETE W	BOTTLED WATER	0131600	02/26/2021	14.00	45638	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1940	CULLIGAN / COMPLETE W	COOLER RENTAL	1005458	02/12/2021	8.00	45554	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1940	CULLIGAN / COMPLETE W	BOTTLED WATER	0129340	02/12/2021	21.00	45554	.00	0	
Total 1051	120355:						977.57		.00		
10-51140-285	DOG & CAT EXPENSE	4320	ROCK COUNTY TREASUR	DOG LICENSES - JAN	2021-01 D	02/05/2021	143.75	45533	.00	0	
10-51140-285	DOG & CAT EXPENSE	4259	HUMANE SOCIETY OF SO	ANIMAL R&B / PICK UP CHARGE DEC	179	02/12/2021	291.67	45560	.00	0	
10-51140-285	DOG & CAT EXPENSE	4259	HUMANE SOCIETY OF SO	ANIMAL R&B/PICKUP CHARGE-JAN	180	02/26/2021	291.67	45648	.00	0	
Total 1051	140285:						727.09		.00		
10-51140-510	PROPERTY INSURANCE	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	626.45	45585	.00	0	
Total 1051	140510:						626.45		.00		
10-52200-110	POLICE SALARY	2849	SECURITY BENEFIT LIFE I	VEBA PAYROLL YEARLY CONTRIBUTION	6461530	02/26/2021	1,200.00	20131573	.00	0	

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Total 10522	200110:						1,200.00		.00		
10-52200-205	Investigative Expenses	4465	SIRCHIE FINGER PRINT L	SUPPLIES-INTEGRITY BAGS/TEST 05	0478803-IN	02/19/2021	156.06	45609	.00	0	
	Investigative Expenses		SIRCHIE FINGER PRINT L	SUPPLIES-TEST 05-DUQUENOIS- LEVINE/10	0480710-IN	02/19/2021	206.06	45609	.00	0	
Total 1052	200205:						362.12		.00		
10-52200-210	PROFESSIONAL SERVICES	5121	VON BRIESEN & ROPER S	GENERAL PERSONNEL	339162	02/05/2021	245.00	45537	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-DEPT OF JUSTICE-EPD-	1036-010521	02/12/2021	7.00	20131561	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	BACKGROUND CHECKS CC-DEPT OF JUSTICE-EPD- BACKGROUND CHECKS	1036-010621	02/12/2021	7.00	20131561	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-DEPT OF JUSTICE-EPD-	1036-011321	02/12/2021	14.00	20131561	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	BACKGROUND CHECKS CC-DEPT OF JUSTICE-EPD- BACKGROUND CHECKS	1036-101821	02/12/2021	7.00	20131561	.00	0	
10-52200-210	PROFESSIONAL SERVICES	5603	WI PROFESSIONAL POLIC	PROFESSIONAL MEMBERSHIP-C. JONES	2401	02/26/2021	246.00	45677	.00	0	
10-52200-210	PROFESSIONAL SERVICES	4107	TRANSUNION RISK AND A	CREDIT CHECK-POLICE	5729311-202	02/19/2021	204.00	45614	.00	0	
10-52200-210	PROFESSIONAL SERVICES	5118	VELOCITYEHS	ANNUAL SUBSCRIPTION-PD	231975	02/19/2021	100.00	45617	.00	0	
Total 1052	200210:						830.00		.00		
10-52200-251	POLICE - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-PD	COE-BDR33	02/19/2021	77.84	45586	.00	0	
Total 1052	200251:						77.84		.00		
10-52200-310	POLICE OFFICE SUPPLIES	1060	EVANSVILLE HARDWARE	EPD-CLEANING SUPPLIES/VACUUM	200248-1453	02/12/2021	325.17	45557	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	1060	EVANSVILLE HARDWARE	EPD-SOAP	200248-1454	02/12/2021	10.36	45557	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-POLICE DEPT	IN13219180	02/19/2021	115.45	45596	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-POLICE DEPT	IN13228578	02/26/2021	2.50	45644	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-PUBLIC SAFETY	IN13228578	02/26/2021	.96	45644	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-P. REESE-PENS/MONEY COUNTING MACHINE	2472-012121	02/12/2021	279.96	20131561	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-USPS-EPD-POSTAGE	1036-122820	02/12/2021	4.60	20131561	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-USPS-EPD-POSTAGE	1036-010421	02/12/2021	4.60	20131561	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-UPS-EPD-C.JONES SHIPPING	1036-011521	02/12/2021	6.90	20131561	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	9017	US BANK	CC-USPS-EPD-POSTAGE	1036-011921	02/12/2021	4.60	20131561	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2738	HANSON ELECTRONICS L	EPD-LAPTOP BAGS	10136148	02/19/2021	119.96	45597	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2738	HANSON ELECTRONICS L	EPD-TONER CARTRIDGE	10136237	02/19/2021	79.99	45597	.00	0	
10 02200 010				EDD 400D14 D14D0	40400407	00/00/0004	24.00	45047	00	0	
	POLICE OFFICE SUPPLIES	2738	HANSON ELECTRONICS L	EPD-100PK DVDS	10136407	02/26/2021	34.99	45647	.00	U	

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10-52200-310	POLICE OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-POLICE	N8737840	02/26/2021	8.31	45666	.00	0	
Total 1052	2200310:						1,072.33		.00		
10-52200-330	POLICE PROFESSIONAL DEV	9017	US BANK	CC-FRONT LINE CLUB-EPD-I. REILLY-TRAINING	1036-010421	02/12/2021	50.00	20131561	.00	0	
10-52200-330	POLICE PROFESSIONAL DEV	9017	US BANK	CC-FRONT LINE CLUB-EPD-I. REILLY- TRAINING M LAUFENBERG	1036-010421	02/12/2021	50.00	20131561	.00	0	
10-52200-330	POLICE PROFESSIONAL DEV	921828	KEIL ENTERPRISES	OPERATION RUSH COURSE-TWAY AND JOHNSON	2021-02	02/26/2021	498.00	45652	.00	0	
Total 1052	2200330:						598.00		.00		
10-52200-331	POLICE AMMUNITION	9384	KIESLER POLICE SUPPLY	FEDREAL PREMIUM HST 9MM 124	IN158592	02/26/2021	372.11	45654	.00	0	
10-52200-331	POLICE AMMUNITION	9384	KIESLER POLICE SUPPLY	GRAIN SPEER GOLD DOT DUTY RIGLE 223 REM 55 GRAIN	IN158592	02/26/2021	335.94	45654	.00	0	
Total 1052	2200331:						708.05		.00		
10-52200-340	POLICE EQUIPMENT	1060	EVANSVILLE HARDWARE	EPD-YALE BLANKET	200248-1452	02/12/2021	10.36	45557	.00	0	
10-52200-340	POLICE EQUIPMENT	2630	GENERAL COMMUNICATI	EPD-KENWOOD SPEAKER MIC	290130	02/12/2021	94.15	45558	.00	0	
10-52200-340	POLICE EQUIPMENT	2630	GENERAL COMMUNICATI	EPD-REAR RADAR REPAIR	290461	02/19/2021	290.00	45595	.00	0	
Total 1052	2200340:						394.51		.00		
10-52200-343	POLICE VEHICLE FUEL	5060	LANDMARK SERVICES CO	EPD GAS-JAN W/DISC	1601846-022	02/19/2021	1,229.86	45601	.00	0	
	POLICE VEHICLE FUEL	5060	LANDMARK SERVICES CO		1601846-106	02/19/2021	103.46-	45601	.00	0	
Total 1052	2200343:						1,126.40		.00		
10-52200-350	POLICE EQUIP MAINTENANCE	5690	WISCONSIN DOT	VEHICAL REGISTRATION	590ZGV 202	02/05/2021	105.00	45540	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	9017	US BANK	CC-LEADSONLINE-P.REESE	2472-010420	02/12/2021	1,625.00	20131561	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	2738	HANSON ELECTRONICS L	EPD-CELL HELMET USB	10136208	02/19/2021	12.99	45597	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	4350	RTS AUTOMOTIVE PERFO	'17 FORD INTERCEPTOR-CHANGED OIL & FILTER	021821	02/19/2021	52.03	45608	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	3751	PAPA DUKES CAR WASH	PD-VEHICLE WASHES	2021-01	02/19/2021	55.80	45603	.00	0	
Total 1052	2200350:						1,850.82		.00		
10-52200-355	POLICE BLDG MAINT	1230	AUCA CHICAGO MC LOCK	MONTHLY RUG SERVICE-PD	00164126111	02/26/2021	27.60	45625	.00	0	
10-52200-355	POLICE BLDG MAINT	2630	GENERAL COMMUNICATI	EPD-GRAPHICS INSTALLATION	290705	02/26/2021	700.00	45643	.00	0	
10-52200-355	POLICE BLDG MAINT	9413	S E CLEANERS	CARPET CLEANING	1065978-1	02/12/2021	385.00	45568	.00	0	
10-52200-355	POLICE BLDG MAINT	9413	S E CLEANERS	JANITORIAL FOR PD	1065978-4	02/12/2021	790.00	45568	.00	0	
10-52200-355	POLICE BLDG MAINT	1778	CINTAS CORP	RESTOCK 1ST AID-EPD	8405012474	02/26/2021	50.91	45635	.00	0	

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Total 1052	2200355:						1,953.51		.00		
10-52200-360	POLICE BLDG UTILITIES EXPE	5160	EVANSVILLE WATER & LIG	ELEC/WATER-EPD	2021-02	02/26/2021	432.66	20131570	.00	0	
10-52200-360	POLICE BLDG UTILITIES EXPE		WE ENERGIES	MONTHLY GAS SERVICE-PD	0707840358-	02/05/2021	409.36	45538	.00	0	
10-52200-360	POLICE BLDG UTILITIES EXPE	1730	TIME WARNER CABLE	CHARTER SPECTRUM POLICE	0914222010	02/19/2021	270.74	45613	.00	0	
Total 1052	200360:						1,112.76		.00		
10-52200-361	POLICE COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLYG-EMAIL-PD	7875-010221	02/12/2021	192.00	20131561	.00	0	
10-52200-361	POLICE COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- POLICE DEPT	0421205552-	02/26/2021	117.03	45675	.00	0	
Total 1052	200361:						309.03		.00		
10-52200-510	POLICE PROPERTY INSURAN	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	391.68	45585	.00	0	
Total 1052	200510:						391.68		.00		
10-52240-251	BLDG INSP - IT MAINT & REPAI	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	COE-BDR33	02/19/2021	16.50	45586	.00	0	
Total 1052	240251:						16.50		.00		
10-52240-300	BLDG INSP - MISC EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- BUILDING INSP	IN13228578	02/26/2021	1.97	45644	.00	0	
10-52240-300	BLDG INSP - MISC EXP	2738	HANSON ELECTRONICS L	SUPPLIES-3 FT USB CABLE	10136420	02/26/2021	13.99	45647	.00	0	
10-52240-300	BLDG INSP - MISC EXP	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-BLDG INSPECTOR	5090-0221	02/19/2021	10.45	45606	.00	0	
10-52240-300	BLDG INSP - MISC EXP	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-BUILDING INSPECTOR	N8737840	02/26/2021	5.97	45666	.00	0	
Total 1052	240300:						32.38		.00		
10-52240-361	BLDG INSP - COMMUNICATIO	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-BLDG	7875-010221	02/12/2021	24.00	20131561	.00	0	
10-52240-361	BLDG INSP - COMMUNICATIO	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- BUILDING INSPECTOR	0421014498-	02/26/2021	149.33	45675	.00	0	
Total 1052	240361:						173.33		.00		
10-53300-130	DPW SAFETY AND PPE	4874	THE SHOE BOX	WORK BOOTS - EMP TIM FISCHER	78974	02/26/2021	151.20	45674	.00	0	
10-53300-130	DPW SAFETY AND PPE	4874	THE SHOE BOX	WORK BOOTS - EMP RAYMOND ANDERSON	78944	02/26/2021	160.20	45674	.00	0	
10-53300-130	DPW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE-B MARX	79017	02/26/2021	115.20	45674	.00	0	
	DPW SAFETY AND PPE	4874	THE SHOE BOX	SHOE ALLOWANCE-EMP A TOMLIN	79018	02/26/2021	94.50	45674	.00	0	

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			CINTAS CORP	RESTOCK 1ST AID KIT - DPW	8405012473-	02/26/2021	13.00	45635	.00	0	
10-53300-130	DPW SAFETY AND PPE	5118	VELOCITYEHS	ANNUAL SUBSCRIPTION-DPW	231975	02/19/2021	699.00	45617	.00	0	
Total 1053	3300130:						1,233.10		.00		
10-53300-280	DPW DRUG & ALCOHOL TESTI	3305	MERCY HEALTH SYSTEM	DRUG TEST EMP BW	00010551-20	02/19/2021	46.00	45602	.00	0	
Total 1053	3300280:						46.00		.00		
10-53300-300	DPW STREET MAINT& REPAIR	1060	EVANSVILLE HARDWARE	SUPPLIES- ADAPTER/CLEANER/CEMENT PVC	200030-1453	02/12/2021	16.77	45557	.00	0	
Total 1053	3300300:						16.77		.00		
10-53300-302	DE-ICING MATERIALS	1060	EVANSVILLE HARDWARE	SUPPLIES-TRASH CAN 32 GAL	200030-1454	02/12/2021	68.97	45557	.00	0	
10-53300-302	DE-ICING MATERIALS	1060	EVANSVILLE HARDWARE	SUPPLIES-PAIL	200030-1454	02/12/2021	19.96	45557	.00	0	
10-53300-302	DE-ICING MATERIALS	1060	EVANSVILLE HARDWARE	SUPPLIES-TRASH CAN	200030-1455	02/12/2021	22.99	45557	.00	0	
Total 1053	3300302:						111.92		.00		
10-53300-310	DPW OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-DPW	IN13228578	02/26/2021	7.10	45644	.00	0	
10-53300-310	DPW OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-DPW	5090-0221	02/19/2021	1.02	45606	.00	0	
10-53300-310	DPW OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-DPW	N8737840	02/26/2021	2.77	45666	.00	0	
Total 1053	3300310:						10.89		.00		
10-53300-330	DPW PROFESSIONAL DEVL	3560	MUNICIPAL ELECTRIC UTI	REGIONAL SAFETY MGMT-DPW	011521-03	02/05/2021	4,462.50	45530	.00	0	
Total 1053	3300330:						4,462.50		.00		
10-53300-343	DPW VEHICLE FUEL	5060	LANDMARK SERVICES CO	DPW FUEL W/ DISCOUNT-5333 (SNO/ICE)	1594895-022	02/19/2021	1,445.85	45601	.00	0	
10-53300-343	DPW VEHICLE FUEL	5060	LANDMARK SERVICES CO	DPW GAS W/DISC JAN	1594895-022	02/19/2021	865.53	45601	.00	0	
10-53300-343	DPW VEHICLE FUEL	2292	OLIN OIL CO. INC	FUEL	9833-1	02/05/2021	24.00	45531	.00	0	
Total 1053	3300343:						2,335.38		.00		
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-CLEVIS/STRAP RECOVERY/TORCH KIT	200030-1452	02/12/2021	153.95	45557	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-NIPPLE GALV	200030-1452	02/12/2021	5.98	45557	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-CABLE CONNECTOR	200030-1453	02/12/2021	.59	45557	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-CABLE TIES	200030-1453	02/12/2021	3.59	45557	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-SUPERGLUE	200030-1453	02/12/2021	3.59	45557	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-AIR FILTER/MICROFIBER							

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				TOWELS	200030-1453	02/12/2021	65.13	45557	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-AIR FILTER	200030-1453	02/12/2021	9.98	45557	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-SNOW PUSHER	200030-1453	02/12/2021	54.99	45557	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	3655	SUPERIOR CHEMICAL CO	FOAM CLEANSER/NON MELT HIGH POLYMER	293216	02/26/2021	148.13	45671	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	3655	SUPERIOR CHEMICAL CO	SOAP/SOIL REPELLENT/SALT NEUTRALIZER	289767	02/05/2021	596.39	45534	.00	0	
10-53300-355	DPW BLDG MAINT & SUPPLIE	3655	SUPERIOR CHEMICAL CO	FOAM DISPENSER	290486	02/05/2021	136.19	45534	.00	0	
Total 1053	3300355:						1,178.51		.00		
10-53300-360	DPW BLDG UTILITIES EXP-HE	5160	EVANSVILLE WATER & LIG	ELEC/WATER-DPW GARAGE	2021-02	02/26/2021	613.41	20131570	.00	0	
Total 1053	3300360:						613.41		.00		
10-53300-361	DPW COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-DPW	7875-010221	02/12/2021	24.00	20131561	.00	0	
10-53300-361	DPW COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM DPW	0068456012	02/05/2021	204.39	45520	.00	0	
10-53300-361	DPW COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-DPW	0421211623-	02/26/2021	45.23	45675	.00	0	
10-53300-361	DPW COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-DPW	0421056011-	02/26/2021	968.00	45675	.00	0	
Total 1053	3300361:						1,241.62		.00		
10-53300-390	DPW MISC EXPENSE	4489	SOLDNER, RANDENA	REPAIR/REPLACE MAILBOX	2021-02	02/12/2021	97.64	45571	.00	0	
Total 1053	3300390:						97.64		.00		
10-53300-510	DPW PROPERTY INSURANCE	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	557.97	45585	.00	0	
Total 1053	3300510:						557.97		.00		
10-53310-110	RECYCLING SALARY	921902	BAKER TILLY SEARCH & S	TEMP C CAMPBELL	T-84561	02/19/2021	84.35	45581	.00	0	
10-53310-110	RECYCLING SALARY	921902	BAKER TILLY SEARCH & S	TEMP C CAMPBELL	T-84847	02/26/2021	95.04	45628	.00	0	
Total 1053	3310110:						179.39		.00		
10-53310-290	Recycling & Refuse Collection	1295	BADGERLAND DISPOSAL	MONTHLY TRASH/RECYCLING SERVICE	0001427595	02/19/2021	20,280.42	45580	.00	0	
Total 1053	3310290:						20,280.42		.00		
10-53420-300	DPW FLEET MAINTENANCE	1060	EVANSVILLE HARDWARE	SUPPLIES-SILICONE	200030-1453	02/12/2021	5.99	45557	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1060	EVANSVILLE HARDWARE	SUPPLIES-FASTENERS	200030-1453	02/12/2021	1.17	45557	.00	0	
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10-53420-300	DPW FLEET MAINTENANCE	1602	BURKE TRUCK & EQUIPM	EQUIP MAINT-BOLTS PLOW 5/8/NUTS/WASHERS/BLADE COVERS	28092	02/26/2021	588.58	45630	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1602	BURKE TRUCK & EQUIPM	SEAL KIT-VALVE O RINGS	27892	02/12/2021	20.92	45548	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1602	BURKE TRUCK & EQUIPM	PLUG HOLLOW HEX	27867	02/12/2021	7.42	45548	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	9017	US BANK	CC-AMAZON-C. RENLY-DPW ALUMINUM DRIVE RIVET	7875-011221	02/12/2021	33.62	20131561	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1687	CARTER & GRUENEWALD	PARTS-HYD HOSE/HYD FITTING/COUPLER	408099	02/12/2021	218.88	45549	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1687	CARTER & GRUENEWALD	PARTS-HYD HOSE/HYD FITTING	408038	02/12/2021	63.22	45549	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1949	DAVIS CITGO SERVICE IN	TOW FROM JVL TO EVANSVILLE FORD	201499	02/19/2021	45.00	45588	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	EQUIP MAINT-ANTIFREEZE	342206-1152	02/12/2021	71.76	45566	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	DPW-BOXED MINIATURES	342159-1152	02/12/2021	38.76	45566	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	EQUIP MAINT-ANTIFREEZE	342102-1152	02/12/2021	35.88	45566	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	DPW-BOX LAMP/MC LAMP	341746-1152	02/12/2021	57.37	45566	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	DPW-BATTERY/CORE CHARGE/OIL	341593-1152	02/12/2021	144.37	45566	.00	0	
Total 1053	3420300:						1,459.98		.00		
10-53470-300	DPW STREET LIGHTING EXP	5160	EVANSVILLE WATER & LIG	ELEC/WATER-OVHD LIGHTS & ORN LIGHTS	2021-02	02/26/2021	5,252.76	20131570	.00	0	
Total 1053	3470300:						5,252.76		.00		
10-54600-720	AWARE AGENCY	1238	AWARE AGENCY	AWARE FUNDING DONATION	2021-02	02/19/2021	10,000.00	45579	.00	0	
Total 1054	1600720:						10,000.00		.00		
10-54620-210	SENIOR CITIZENS PROGRAM	2239	CREEKSIDE PLACE INC	MONTHLY SR PROGRAMMING	40284	02/05/2021	375.00	45521	.00	0	
10-54620-210	SENIOR CITIZENS PROGRAM	2239	CREEKSIDE PLACE INC	MONTHLY SR PROGRAMMING	40285	02/26/2021	375.00	45637	.00	0	
Total 1054	1620210:						750.00		.00		
10-54620-212	SENIOR TRANS & SERVICES	2239	CREEKSIDE PLACE INC	SR SERVICE COOR COMPENSATION	40284	02/05/2021	1,925.84	45521	.00	0	
10-54620-212	SENIOR TRANS & SERVICES	2239	CREEKSIDE PLACE INC	SR SERVICE COOR COMPENSATION	40285	02/26/2021	1,925.84	45637	.00	0	
Total 1054	1620212:						3,851.68		.00		
10-55720-300	PARK MAINT EXPENSES	1055	ACE PORTABLES INC	PORTABLE TOILETS	37528	02/05/2021	75.00	45511	.00	0	
10-55720-300	PARK MAINT EXPENSES	1055	ACE PORTABLES INC	PORTABLE TOILETS	37765	02/26/2021	75.00	45623	.00	0	
10-55720-300	PARK MAINT EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-PARK	IN13228578	02/26/2021	1.76	45644	.00	0	
10-55720-300	PARK MAINT EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-PARK	IN13228578	02/26/2021	3.40	45644	.00	0	
10-55720-300	PARK MAINT EXPENSES	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL-LEONARD	501388	02/26/2021	39.00	45665	.00	0	
		3955	PROFESSIONAL PEST CO	PARK-DPW MONTHLY PEST CONTROL-PARK	497656		39.00	45532	.00	0	
10-55720-300	PARK MAINT EXPENSES	3955	FRUFESSIONAL PEST CO	WONTELT PEST CONTROL-PARK	497000	02/05/2021	39.00	45532	.00	U	

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	PARK MAINT EXPENSES PARK MAINT EXPENSES	5560 5118		SALES USE TAX- SHELTER RENTAL ANNUAL SUBSCRIPTION-PARKS	2021-02 231975	02/12/2021 02/19/2021	8.86 300.00	20131564 45617	.00	0	
.0 00.20 000		00	722001172110	,	20.0.0	02/10/2021				· ·	
Total 1055	5720300:						542.02		.00		
10-55720-360	PARK UTILITIES EXPENSE	5160	EVANSVILLE WATER & LIG	ELEC/WATER-PARK/PARK SHELTERS	2021-02	02/26/2021	370.12	20131570	.00	0	
10-55720-360	PARK UTILITIES EXPENSE	5060	LANDMARK SERVICES CO	PARK PROPANE TANK FILL-SHOP	279236-0121	02/19/2021	358.65	45601	.00	0	
Total 1055	5720360:						728.77		.00		
10-55720-362	BALLFIELD LIGHTING EXP	5160	EVANSVILLE WATER & LIG	ELEC/WATER-BALLFIELD LIGHTS	2021-02	02/26/2021	4.88	20131570	.00	0	
Total 1055	5720362:						4.88		.00		
10-55720-510	PARK PROPERTY INSURANCE	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	529.22	45585	.00	0	
Total 1055	5720510:						529.22		.00		
10-55730-300	SWIMMING POOL EXPENSES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-POOL	2021-02	02/26/2021	87.83	20131570	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-POOL	7875-010221	02/12/2021	24.00	20131561	.00	0	
Total 1055	5730300:						111.83		.00		
10-55730-510	SWIMMING POOL PROPERTY I	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	95.61	45585	.00	0	
Total 1055	5730510:						95.61		.00		
10-55740-300	PARK STORE EXPENSES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-PARK STORE	2021-02	02/26/2021	17.00	20131570	.00	0	
Total 1055	5740300:						17.00		.00		
10-55750-210	YOUTH CENTER PROF SERVI	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-YOUTH	IN13228578	02/26/2021	.03	45644	.00	0	
10-55750-210	YOUTH CENTER PROF SERVI	3955	PROFESSIONAL PEST CO	CENTER MONTHLY PEST CONTROL-YOUTH	501389	02/26/2021	36.00	45665	.00	0	
10-55750-210	YOUTH CENTER PROF SERVI	3955	PROFESSIONAL PEST CO	CTR MONTHLY PEST CONTROL-YOUTH CTR	497657	02/05/2021	36.00	45532	.00	0	
Total 1055	5750210:						72.03		.00		
10-55750-300	YOUTH CENTER OPER EXPE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-EYC	7875-010221	02/12/2021	12.00	20131561	.00	0	
	YOUTH CENTER OPER EXPE			MONTHLY POSTAGE-YOUTH CENTER	N8737840	02/26/2021	.21	45666	.00	0	

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Total 1055	750300:						12.21		.00		
10-55750-355	YOUTH CNTR REPAIRS& MAIN	5160	EVANSVILLE WATER & LIG	ELEC/WATER-YOUTH CTR/AWARE	2021-02	02/26/2021	139.75	20131570	.00	0	
Total 1055	750355:						139.75		.00		
10-55750-510	YOUTH CENTER PROPERTY!	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	129.76	45585	.00	0	
Total 1055	750510:						129.76		.00		
10-55760-300	BASEBALL EXPENSES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-	IN13228578	02/26/2021	13.49	45644	.00	0	
10-55760-300	BASEBALL EXPENSES	2763	QUADIENT FINANCE USA I	SUMMER BBALL MONTHLY POSTAGE-SUMMER BALL	N8737840	02/26/2021	6.61	45666	.00	0	
Total 1055	760300:						20.10		.00		
10-56820-300	ECONOMIC DEVELOPMENT E	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ECON	IN13228578	02/26/2021	1.50	45644	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	2763	QUADIENT FINANCE USA I	DEV MONTHLY POSTAGE-ECON DEVELOPMENT	5090-0221	02/19/2021	2.00	45606	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-ECON DEV	N8737840	02/26/2021	.21	45666	.00	0	
Total 1056	820300:						3.71		.00		
10-56820-305	MEMBERSHIP DUES	3322	MADREP / MADISON REGI	2021 PLEDGE	828	02/12/2021	2,500.00	45563	.00	0	
Total 1056	820305:						2,500.00		.00		
10-56840-210	PROFESSIONAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-COMMUNITY PLANNING	50579	02/12/2021	2,139.00	45552	.00	0	
10-56840-210	PROFESSIONAL SERVICES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-PLAN COMM	N8737840	02/26/2021	2.13	45666	.00	0	
Total 1056	840210:						2,141.13		.00		
10-56840-251	COMM DEVL - IT MAINT & REP	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-COMM DEV	COE-BDR33	02/19/2021	.59	45586	.00	0	
10-56840-251	COMM DEVL - IT MAINT & REP	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM	COE-BDR33	02/19/2021	16.50	45586	.00	0	
Total 1056	840251:						17.09		.00		
10-56840-300	COMMUNITY DEVELOP EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-COMM DEV/PLAN	IN13228578	02/26/2021	54.37	45644	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-ECON DEV	7875-010221	02/12/2021	12.00	20131561	.00	0	

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Total 1056	840300:						66.37		.00		
10-56880-300	HISTORIC PRESERVATION EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-HIST PRES	IN13228578	02/26/2021	75.77	45644	.00	0	
10-56880-300	HISTORIC PRESERVATION EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-HIST. PRES	5090-0221	02/19/2021	.65	45606	.00	0	
10-56880-300	HISTORIC PRESERVATION EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-HIST PRES	N8737840	02/26/2021	.64	45666	.00	0	
Total 1056	880300:						77.06		.00		
11-56820-210	PROFESSIONAL SERVICES	922144	MARIAH CALLEY	COVID PHOTO RESHOOT	021121A	02/26/2021	150.00	45645	.00	0	
	PROFESSIONAL SERVICES		MARIAH CALLEY	EVANSVILLE TOURISM FLYER	021121B	02/26/2021	50.00	45645	.00	0	
Total 1156	820210:						200.00		.00		
11-56820-300	TOURISM EXPENSE	2239	CREEKSIDE PLACE INC	CRUISE NIGHTS	2021-02	02/19/2021	1,000.00	45587	.00	0	
Total 1156	820300:						1,000.00		.00		
12-56700-821	HOUSING CAPITAL IMPROVE	1987	DEHNERT & CO CONTRAC	PROJECT-HO#1-GUIDRY PROJECT	HO#1-REHA	02/19/2021	22,515.00	45589	.00	0	
Total 1256	700821:						22,515.00		.00		
20-52220-110	EMS SALARY	921902	BAKER TILLY SEARCH & S	TEMP C CAMPBELL	T-84561	02/19/2021	105.44	45581	.00	0	
20-52220-110	EMS SALARY	921902	BAKER TILLY SEARCH & S	TEMP C CAMPBELL	T-84847	02/26/2021	118.80	45628	.00	0	
Total 2052	2220110:						224.24		.00		
20-52220-210	EMS PROFESSIONAL SERVIC	5118	VELOCITYEHS	ANNUAL SUBSCRIPTION-EMS	231975	02/19/2021	100.00	45617	.00	0	
Total 2052	2220210:						100.00		.00		
20-52220-251	EMS - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-EMS	COE-BDR33	02/19/2021	.59	45586	.00	0	
Total 2052	2220251:						.59		.00		
20-52220-310	EMS OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-EMS	5090-0221	02/19/2021	15.50	45606	.00	0	
20-52220-310	EMS OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-EMS	N8737840	02/26/2021	2.77	45666	.00	0	
20-52220-310	EMS OFFICE SUPPLIES	1101	AMAZON CAPITAL SERVIC	SUPPLIES-LED FLASHLIGHT BATTERY	1R71-NGHW	02/12/2021	50.35	45544	.00	0	
Total 2052	2220310:						68.62		.00		

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20-52220-330	EMS PROFESSIONAL DEVL	4190	ROCK COUNTY FIRE OFFI	MEMBERSHIP DUES	2021	02/12/2021	350.00	45567	.00	0	
Total 2052	220330:						350.00		.00		
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	YEARLY RENTAL 1-SM OXYGEN	10187331	02/05/2021	220.00	45539	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	125 CF USP MEDICAL OXYGEN/HAZARDOUS MATERIALS CHARGE/DELIVERY CHARGE	10188383	02/05/2021	48.36	45539	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2078	DINGES FIRE COMPANY	DRAGER PACK 6000 CO	16390	02/12/2021	450.00	45556	.00	0	
Total 2052	220340:						718.36		.00		
20-52220-341	EMS MED EQUIP MAINT	3600	NAPA OF OREGON	GORILLA TAPE	341883-1152	02/12/2021	3.99	45566	.00	0	
Total 2052	220341:						3.99		.00		
20-52220-343	EMS AMBULANCE FUEL	5060	LANDMARK SERVICES CO	EMS DIESEL/GAS JAN W/DISC	1594062-022	02/19/2021	356.95	45601	.00	0	
20-52220-343	EMS AMBULANCE FUEL	5060	LANDMARK SERVICES CO	EMS FED DIESEL RFD JAN	1594062-106	02/19/2021	35.55-	45601	.00	0	
Total 2052	220343:						321.40		.00		
20-52220-350	EMS AMBULANCE MAINTENA	7573	FOSTER COACH SALES IN	LIGHT GROMMETT	21100	02/05/2021	2.10	45524	.00	0	
20-52220-350	EMS AMBULANCE MAINTENA	7573	FOSTER COACH SALES IN	SUB ASSEMBLY HSG/LENS RED	21133	02/05/2021	67.00	45524	.00	0	
20-52220-350	EMS AMBULANCE MAINTENA	7573	FOSTER COACH SALES IN	BLACK FLANGE W/SCREWS	21174	02/19/2021	25.06	45593	.00	0	
20-52220-350	EMS AMBULANCE MAINTENA	7573	FOSTER COACH SALES IN	BLACK M9 WIDE BEZEL	21221	02/26/2021	17.72	45642	.00	0	
20-52220-350	EMS AMBULANCE MAINTENA	7573	FOSTER COACH SALES IN	BLACK FLANGE W/SCREWS	21275	02/26/2021	43.44	45642	.00	0	
Total 2052	220350:						155.32		.00		
20-52220-355	EMS BUILDING MAINT & REPA	2630	GENERAL COMMUNICATI	EMS-GRAPHICS AND INSTALLATION	290706	02/26/2021	550.55	45643	.00	0	
20-52220-355	EMS BUILDING MAINT & REPA	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL-EMS BLDG	501390	02/26/2021	30.00	45622	.00	0	
20-52220-355	EMS BUILDING MAINT & REPA	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL-EMS BLDG	497658	02/05/2021	30.00	45532	.00	0	
Total 2052	220355:						610.55		.00		
20-52220-361	EMS COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-EMS	7875-010221	02/12/2021	12.00	20131561	.00	0	
20-52220-361	EMS COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM EMS	00359001-01	02/05/2021	55.08	45520	.00	0	
20-52220-361	EMS COMMUNICATIONS	2630	GENERAL COMMUNICATI	EMS-REPROGRAMMING CHANGES	290841	02/26/2021	75.00	45643	.00	0	
20-52220-361	EMS COMMUNICATIONS	2630	GENERAL COMMUNICATI	EMS-MOTOROLA MINITOR PAGER	290531	02/19/2021	5,625.00	45595	.00	0	
20-52220-361	EMS COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-EMS	0421187345-	02/26/2021	648.81	45675	.00	0	

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Total 20522	220361:						6,415.89		.00		
20-52220-362	EMS UTILITIES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-EMS	2021-02	02/26/2021	271.38	20131570	.00	0	
20-52220-362	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE-EMS GARAGE	1068094370-	02/05/2021	127.90	45538	.00	0	
20-52220-362	EMS UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE-EMS	7218166143-	02/05/2021	149.53	45538	.00	0	
Total 20522	220362:						548.81		.00		
20-52220-510	EMS PROPERTY INSURANCE	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	142.76	45585	.00	0	
Total 20522	220510:						142.76		.00		
21-55700-190	TEEN ADVISORY BOARD DON	7740	INGRAM LIBRARY SERVIC	TEEN ADVISORY BOARD	50888591	02/26/2021	15.07	45649	.00	0	
Total 2155	700190:						15.07		.00		
21-55700-251	LIBRARY- IT MAINT & REPAIR	7240	FARONICS TECHNOLOGIE	DEEP FREEZE ENT NA LICENSE CONVERSION & MAINTENANCE RENEWAL	QUOTE 0019	02/05/2021	231.04	45523	.00	0	
Total 2155	700251:						231.04		.00		
21-55700-310	LIBRARY OFFICE SUPPLIES	3695	OFFICE PRO INC	LIBRARY-SHREDDING SERVICE	0415028-001	02/26/2021	42.00	45663	.00	0	
	LIBRARY OFFICE SUPPLIES		US BANK	CC-STORE SUPPLY OUTLET- M.KLOECKNER-CRAFT PAPER	6038-011121	02/12/2021	82.22	20131561	.00	0	
Total 2155	700310:						124.22		.00		
21-55700-311	LIBRARY BOOK PROCESS SU	7380	DEMCO	BOOK PROCESSING SUPPLIES	6900794	02/26/2021	22.53	45639	.00	0	
21-55700-311	LIBRARY BOOK PROCESS SU	7380	DEMCO	BOOK PROCESSING SUPPLIES	6906390	02/26/2021	33.37	45639	.00	0	
Total 2155	700311:						55.90		.00		
21-55700-312	LIBRARY COPIER SUPPLIES	2540	GORDON FLESCH CO INC	COPIER CHARGES	IN13231183	02/26/2021	46.29	45644	.00	0	
21-55700-312	LIBRARY COPIER SUPPLIES	2540	GORDON FLESCH CO INC	COPIER CHARGES	IN13227262	02/26/2021	115.88	45644	.00	0	
Total 2155	700312:						162.17		.00		
21-55700-313	LIBRARY POSTAGE	8060	PETTY CASH-EAGER FRE	POSTAGE-SHIPPING & HANDLING	2021-02	02/26/2021	14.28	45664	.00	0	
21-55700-313	LIBRARY POSTAGE	8060	PETTY CASH-EAGER FRE	FEE POSTAGE-SHIPPING & HANDLING FEE	2021-02A	02/26/2021	3.28	45664	.00	0	

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21-55700-313	LIBRARY POSTAGE	8060	PETTY CASH-EAGER FRE	POSTAGE-SHIPPING & HANDLING FEE	2021-02B	02/26/2021	22.00	45664	.00	0	
21-55700-313	LIBRARY POSTAGE	8060	PETTY CASH-EAGER FRE	POSTAGE-SHIPPING & HANDLING FEE	2021-02C	02/26/2021	3.81	45664	.00	0	
21-55700-313	LIBRARY POSTAGE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-LIBRARY	5090-0221	02/19/2021	5.00	45606	.00	0	
21-55700-313	LIBRARY POSTAGE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-LIBRARY	N8737840	02/26/2021	1.71	45666	.00	0	
Total 2155	5700313:						50.08		.00		
21-55700-330	LIBRARY PROFESSIONAL DEV	9017	US BANK	CC-UW EXTENSION-M. KLOECKNER-TRAINING	6038-011121-	02/12/2021	112.50	20131561	.00	0	
Total 2155	5700330:						112.50		.00		
21-55700-355	BLDG MAINTENANCE & REPAI	1776	CINTAS	LIBRARY CLEANING	4075864280	02/26/2021	118.00	45634	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	1776	CINTAS	MONTHLY MAT SERVICE/LIBRARY	4074234555	02/26/2021	105.79	45634	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	2559	TONY RYERSON	LIBRARY-SNOW REMOVAL	20	02/26/2021	350.00	45646	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	2940	JEFFERSON FIRE & SAFE	FIRE EXTINGUISHER MAINT	IN126539	02/26/2021	59.50	45650	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	2865	CONVERGINT TECHNOLO	LIBRARY-MONITORING AGREEMENT	265381	02/26/2021	960.00	45636	.00	0	
Total 215	5700355:						1,593.29		.00		
21-55700-361	LIBRARY COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM LIBRARY	0073605-022	02/26/2021	59.98	45633	.00	0	
21-55700-361	LIBRARY COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	28601774	02/05/2021	166.90	45525	.00	0	
Total 215	5700361:						226.88		.00		
21-55700-362	LIBRARY UTILITIES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-LIBRARY	2021-02	02/26/2021	827.28	20131570	.00	0	
Total 215	5700362:						827.28		.00		
21-55700-371	LIBRARY ADULT BOOKS	7895	MICRO MARKETING LLC	ADULT BOOKS	838044	02/26/2021	216.81	45659	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7895	MICRO MARKETING LLC	ADULT BOOKS	840381	02/26/2021	64.56	45659	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7895	MICRO MARKETING LLC	ADULT BOOKS	839009	02/26/2021	79.93	45659	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7740	INGRAM LIBRARY SERVIC	ADULT BOOKS	50938992	02/26/2021	63.82	45649	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035749728	02/26/2021	298.14	45627	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035759101	02/26/2021	24.99	45627	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035759102	02/26/2021	464.44	45627	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035769103	02/26/2021	26.63	45627	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035789716	02/26/2021	97.19	45627	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035789717	02/26/2021	5.08	45627	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035789718	02/26/2021	15.83	45627	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035782223	02/26/2021	65.41	45627	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7100	BAKER & TAYLOR CO	ADULT BOOKS VARIOUS TITLES	2035782224	02/26/2021	32.22	45627	.00	0	

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GL Account	Account Title	Number	Payee		Number	Issue Date		Number	Taken	Activity#	
21-55700-371	LIBRARY ADULT BOOKS	7101	BAKER & TAYLOR	ADULT BOOKS	H54153250	02/26/2021	50.37	45626	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7101	BAKER & TAYLOR	ADULT BOOKS	H54144671	02/26/2021	183.48	45626	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7101	BAKER & TAYLOR	ADULT BOOKS	H54299250	02/26/2021	14.39	45626	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7101	BAKER & TAYLOR	ADULT BOOKS	H54268211	02/26/2021	18.71	45626	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7101	BAKER & TAYLOR	ADULT BOOKS	H53519810	02/05/2021	22.06	45517	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	8405	TASTE OF HOME	QUICK COOKING ANNUAL RECIPES	01037	02/26/2021	35.98	45672	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	7052	BLACKSTONE PUBLISHIN	ADULT BOOKS	1203886	02/26/2021	147.99	45629	.00	0	
21-55700-371	LIBRARY ADULT BOOKS	921983	READER SERVICE	FOUR BOOKS	209840594-0	02/26/2021	22.76	45667	.00	0	
Total 2155	5700371:						1,950.79		.00		
04 55700 070		7005	MIODO MADICETINO LLO	OLIU PRENIO POOMO	000011	00/00/0004		45050		•	
	LIBRARY CHILDREN'S BOOKS	7895	MICRO MARKETING LLC	CHILDREN'S BOOKS	838044	02/26/2021	29.98	45659	.00	0	
	LIBRARY CHILDREN'S BOOKS LIBRARY CHILDREN'S BOOKS	7895 7740	MICRO MARKETING LLC INGRAM LIBRARY SERVIC	CHILDREN'S BOOKS CHILDRENS BOOKS	840381 51009569	02/26/2021 02/26/2021	14.98 13.37	45659 45649	.00	0	
	LIBRARY CHILDREN'S BOOKS	7140	BAKER & TAYLOR CO	BOOKS-CHILDRENS VARIOUS TITLES	2035749730	02/26/2021	48.21	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100		BOOKS-CHILDRENS VARIOUS TITLES	2035749730	02/26/2021	89.83	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	BOOKS-CHILDRENS VARIOUS TITLES	2035749731	02/26/2021	52.47	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100		BOOKS-CHILDRENS VARIOUS TITLES	2035749732	02/26/2021	239.37	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	BOOKS-CHILDRENS VARIOUS TITLES	2035759103	02/26/2021	104.54	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100		BOOKS-CHILDRENS VARIOUS TITLES	2035769104	02/26/2021	22.52	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100		BOOKS-CHILDRENS VARIOUS TITLES	2035769106	02/26/2021	23.17	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	BOOKS-CHILDRENS VARIOUS TITLES	2035789719	02/26/2021	16.12	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	BOOKS-CHILDRENS VARIOUS TITLES	2035789720	02/26/2021	28.32	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100		BOOKS-CHILDRENS VARIOUS TITLES	2035789721	02/26/2021	62.19	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100	BAKER & TAYLOR CO	BOOKS-CHILDRENS VARIOUS TITLES	2035782225	02/26/2021	29.67	45627	.00	0	
	LIBRARY CHILDREN'S BOOKS	7100		BOOKS-CHILDRENS VARIOUS TITLES	2035782227	02/26/2021	24.55	45627	.00	0	
		7101	BAKER & TAYLOR	DVD-CHILDRENS VARIOUS TITLES	H54144670	02/26/2021	10.79	45626	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7101	BAKER & TAYLOR	DVD-CHILDRENS VARIOUS TITLES	H54268210	02/26/2021	25.19	45626	.00	0	
21-55700-372	LIBRARY CHILDREN'S BOOKS	7834	LIBRARY IDEAS LLC	CHILDREN'S BOOKS	80376	02/26/2021	137.64	45655	.00	0	
Total 2155	5700372:						972.91		.00		
04 55700 070	LIDDADY DDOODAAMAN O CUD	0047	LIO DANIK	00 444704 4 (1050/4155	0000 040704	00/40/0004		00404504		•	
21-55/00-3/6	LIBRARY PROGRAMMING SUP	9017	US BANK	CC-AMAZON-M. KLOECKNER- PROGRAMMING SUPPLIES	6038-010721	02/12/2021	141.50	20131561	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	CC-ZOOM-M. KLOECKNER-	6038-011421	02/12/2021	14.99	20131561	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	7100	BAKER & TAYLOR CO	PROGRAMMING SUPPLIES PROGRAMING SUPPLIES	2035769105	02/26/2021	4.44	45627	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	7100	BAKER & TAYLOR CO	PROGRAMING SUPPLIES	2035782226	02/26/2021	5.08	45627	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	7380	DEMCO	PROGRAMMING SUPPLIES	6906390	02/26/2021	31.43	45639	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	922626	CARLSON, LAURENE	PROGRAMMING SUPPLIES	02112021	02/26/2021	54.16	45632	.00	0	
Total 2155	5700376:						251.60		.00		

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21-55700-385	LIBRARY GRANT EXPENDITU	7100	BAKER & TAYLOR CO	GRANT REPLACEMENT ITEMS	2035749729	02/26/2021	14.53	45627	.00	0	
Total 2155	700385:						14.53		.00		
21-55700-510	LIBRARY PROPERTY INSURA	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	769.30	45585	.00	0	
Total 2155	700510:						769.30		.00		
22-54640-350	CEMETERY MAINT EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- CEMETERY	IN13228578	02/26/2021	.69	45644	.00	0	
	CEMETERY MAINT EXP CEMETERY MAINT EXP	2763 5118	QUADIENT FINANCE USA I VELOCITYEHS	MONTHLY POSTAGE-CEMETERY ANNUAL SUBSCRIPTION-CEMETERY	N8737840 231975	02/26/2021 02/19/2021	.21 75.00	45666 45617	.00	0	
Total 2254	640350:						75.90		.00		
22-54640-360	CEMETERY UTILITIES EXPEN	5160	EVANSVILLE WATER & LIG	ELEC/WATER-CEMETERY	2021-02	02/26/2021	102.77	20131570	.00	0	
Total 2254	640360:						102.77		.00		
22-54640-361	CEMETERY COMMUNICATION	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- CEMETERY	0421211623-	02/26/2021	38.50	45675	.00	0	
Total 2254	640361:						38.50		.00		
22-54640-510	CEMETERY PROPERTY INSUR	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	19.05	45585	.00	0	
Total 2254	640510:						19.05		.00		
25-57900-210	Professional Services	1885	CONSIGNY LAW FIRM SC	ATTY FEES- NELSON PAINT	50579	02/12/2021	635.00	45552	.00	0	
Total 2557	900210:						635.00		.00		
30-58940-610	PRINCIPAL PAYMENT	5520	WPPI ENERGY	CASELLE CLARITY SOFTWARE LOAN PAYMENT	INV14948	02/12/2021	283.28	45576	.00	0	
Total 3058	940610:						283.28		.00		
40-52200-830	Police Vehicle Purchase	3007	KAYSER FORD INC	2021 FORD EXPLORER VIN# 1FM5K8AB1MGA96339	MC6574	02/05/2021	37,472.50	45527	.00	0	
Total 4052	200830:						37,472.50		.00		
40-52200-840	Police Equipment Purchase	5245	WATCH GUARD	SERVER TOWER/EVIDENCE LIBRARY	4BOINV0007	02/19/2021	13,255.00	45618	.00	0	

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Total 4052	200840:						13,255.00		.00		
40-53300-821	DPW BUILDINGS AND GROUN	4475	SKETCHWORKS ARCHITE	SCHEMATIC DESIGN/DEVELOPMENT	5406	02/19/2021	1,222.50	45610	.00	0	
Total 4053	300821:						1,222.50		.00		
40-53300-840	DPW Equipment Purchase	3456	MID-STATE EQUIPMENT	2020 JOHN DEERE SKID STEER LOADER BASE	E08691	02/26/2021	6,354.48	45660	.00	0	
40-53300-840	DPW Equipment Purchase	2985	JX TRUCK CENTER-MADIS	PLOW TRUCK DOWN PAYMENT	13109995P	02/05/2021	1,000.00	45526	.00	0	
Total 4053	300840:						7,354.48		.00		
60-53500-210	WWTP PROFESSIONAL SERVI	5118	VELOCITYEHS	ANNUAL SUBSCRIPTION-WWTP	231975	02/19/2021	350.00	45617	.00	0	
Total 6053	500210:						350.00		.00		
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV11997	02/12/2021	38.50	45543	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU	PS-INV1207	02/12/2021	150.00	45543	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE	S, SOLIDS BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV1223	02/12/2021	150.00	45543	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE	S, SOLIDS BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV1216	02/12/2021	150.00	45543	.00	0	
Total 6053	500214:						488.50		.00		
60-53500-215	SLUDGE HAULING	5104	UNITED LIQUID WASTE RE	CAKE WASTE PICK UP	29677	02/19/2021	1,120.00	45615	.00	0	
Total 6053	500215:						1,120.00		.00		
60-53500-251	WWTP IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-WWTP	COE-BDR33	02/19/2021	7.66	45586	.00	0	
Total 6053	500251:						7.66		.00		
60-53500-252	WWTP IT EQUIP	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- WWTP	0421056011-	02/26/2021	100.00	45675	.00	0	
Total 6053	500252:						100.00		.00		
60-53500-310	WWTP GEN OFFICE SUPPLIE	1060	EVANSVILLE HARDWARE	WWTP-HEATER/FAN	200030-1452	02/12/2021	59.99	45557	.00	0	

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GL Account	Account Title	Number	Payee		Number	Issue Date		Number	Taken	Activity#	
60-53500-310	WWTP GEN OFFICE SUPPLIE	1060	EVANSVILLE HARDWARE	WWTP CLEANING SUPPLIES	200030-1453	02/12/2021	42.94	45557	.00	0	
60-53500-310	WWTP GEN OFFICE SUPPLIE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-WWTP	IN13228578	02/26/2021	.85	45644	.00	0	
60-53500-310	WWTP GEN OFFICE SUPPLIE	9017	US BANK	CC-PIGGLY WIGGLY-DPW-WWTP PAPER TOWELS	1069-010421	02/12/2021	16.85	20131561	.00	0	
60-53500-310	WWTP GEN OFFICE SUPPLIE	3655	SUPERIOR CHEMICAL CO	ODOR COUNTERACTANT	289772	02/05/2021	87.17	45534	.00	0	
Total 6053	3500310:						207.80		.00		
60-53500-330	WWTP PROFESSIONAL DEVL	3560	MUNICIPAL ELECTRIC UTI	REGIONAL SAFETY MGMT-WWTP	011521-03	02/05/2021	1,147.50	45530	.00	0	
Total 6053	3500330:						1,147.50		.00		
60-53500-340	WWTP GENERAL PLANT SUPP	9017	US BANK	CC-PIGGLY WIGGLY-DPW-WWTP WATER	1069-010721	02/12/2021	53.46	20131561	.00	0	
60-53500-340	WWTP GENERAL PLANT SUPP	9017	US BANK	CC-TRACTOR SUPPLY-DPW-WWTP WATER TANK	1069-011421	02/12/2021	179.99	20131561	.00	0	
60-53500-340	WWTP GENERAL PLANT SUPP	9017	US BANK	CC-PIGGLY WIGGLY-DPW-WWTP MINERAL OIL	1069-011921	02/12/2021	7.38	20131561	.00	0	
60-53500-340	WWTP GENERAL PLANT SUPP	5060	LANDMARK SERVICES CO	WWTP ICE FOR WATER SAMPLES	1594895-022	02/19/2021	10.74	45601	.00	0	
60-53500-340	WWTP GENERAL PLANT SUPP	921929	JC CROSS CO	5 GAL AEON PD LUBRICANT	62122	02/19/2021	191.86	45599	.00	0	
60-53500-340	WWTP GENERAL PLANT SUPP	3655	SUPERIOR CHEMICAL CO	AQUEOUS SUPER CHARGED CLEANER	293218	02/26/2021	230.64	45671	.00	0	
60-53500-340	WWTP GENERAL PLANT SUPP	4487	SOLENIS LLC	PRAESTOL K 274 FLX DRUM 200L	131757976	02/19/2021	3,347.00	45611	.00	0	
Total 6053	3500340:						4,021.07		.00		
60-53500-355	WWTP PLANT MAINT & REPAI	1060	EVANSVILLE HARDWARE	WWTP-HEATER/FAN	200030-1453	02/12/2021	89.98	45557	.00	0	
Total 6053	3500355:						89.98		.00		
60-53500-361	WWTP COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-SEWER	7875-010221	02/12/2021	36.00	20131561	.00	0	
60-53500-361	WWTP COMMUNICATIONS		U S CELLULAR	MONTHLY CELLULAR SERVICE- WWTP	0421211623-	02/26/2021	92.61	45675	.00	0	
Total 6053	B500361:						128.61		.00		
60-53500-362	WWTP ELECTRIC/WATER EXP	5160	EVANSVILLE WATER & LIG	ELEC/WATER-DISPOSAL PLANT	2021-02	02/26/2021	9,139.53	20131570	.00	0	
Total 6053	3500362:						9,139.53		.00		
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60-53500-510	WWTP PROPERTY INSURANC	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	2,240.44	45585	.00	0	
Total 6053	3500510:						2,240.44		.00		

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60-53510-110 60-53510-110	SANITARY SEWER SALARY SANITARY SEWER SALARY	921902 921902	BAKER TILLY SEARCH & S BAKER TILLY SEARCH & S		T-84561 T-84847	02/19/2021 02/26/2021	284.67 320.76	45581 45628	.00	0	
Total 6053	8510110:						605.43		.00		
60-53510-210	SANITARY PROFESSIONAL SE	1072	ALLIANCE TECHNOLOGY	IRIS P&T CAMERA POWER SUPPLY/12 -POSITION RECEPT CONNECTOR/SHELL PANEL GASKET	34038	02/05/2021	129.15	45512	.00	0	
Total 6053	8510210:						129.15		.00		
			NAPA OF OREGON	DPW-OIL/STA-BIL/PWR SUPPLEMENT	341500-1152	02/12/2021	40.97	45566	.00	0	
60-53510-350	SAN SEWER MAINT & REPAIR	3600	NAPA OF OREGON	BATTERY	341486-1152	02/12/2021	63.99	45566	.00	0	
Total 6053	8510350:						104.96		.00		
60-53510-901	BUILDING STORAGE AND GR	4475	SKETCHWORKS ARCHITE	SCHEMATIC DESIGN/DEVELOPMENT	5406	02/19/2021	407.50	45610	.00	0	
Total 6053	8510901:						407.50		.00		
60-53520-360	LIFT STATION UTILITIES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-LIFT STATIONS	2021-02	02/26/2021	1,685.74	20131570	.00	0	
60-53520-360	LIFT STATION UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE-LIFT STATION	0707840358-	02/05/2021	15.48	45538	.00	0	
Total 6053	3520360:						1,701.22		.00		
61-53580-301	WATERWAY MAINTENANCE	9433	JEWELL ASSOC ENGINEE	LAKE LEOTA DAM REPAIRS	11632	02/19/2021	10,688.54	45600	.00	0	
Total 6153	3580301:						10,688.54		.00		
61-53580-510	STORMWATER PROPERTY IN	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	32.47	45585	.00	0	
Total 6153	3580510:						32.47		.00		
61-53580-901	BUILDING STORAGE AND GR	4475	SKETCHWORKS ARCHITE	SCHEMATIC DESIGN/DEVELOPMENT	5406	02/19/2021	407.50	45610	.00	0	
Total 6153	3580901:						407.50		.00		
62-1150001	INVENTORY - ELECTRIC	9208	CORE & MAIN LP	CURB BOX, 7 X 2 TAP	N576646	02/12/2021	252.00	45553	.00	0	
62-1150001	INVENTORY - ELECTRIC	9149		CUTOUT	813408-00	02/26/2021	3,948.00	45668	.00	0	
62-1150001	INVENTORY - ELECTRIC	9149	RESCO	ARRESTOR, INTER MOV RISER	813408-00	02/26/2021	650.20	45668	.00	0	

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Total 6211	150001:						4,850.20		.00		
62-2221000	Current Portion, L-T Debt	5520	WPPI ENERGY	AMI PROJECT LOAN PAYMENT	INV14948	02/12/2021	2,536.72	45576	.00	0	
Total 6222	221000:						2,536.72		.00		
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 1/29/2021	PR0129211	02/12/2021	763.29	20131559	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay	PR0129211	02/12/2021	178.52	20131559	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	Period: 1/29/2021 SOC SEC/MED/FWT MEDICARE Pay	PR0129211	02/12/2021	178.52	20131559	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP		PR0212211	02/26/2021	848.83	20131571	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SECURITY Pay Period: 2/12/2021 SOC SEC/MED/FWT MEDICARE Pay Period: 2/12/2021	PR0212211	02/26/2021	198.52	20131571	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 2/12/2021	PR0212211	02/26/2021	198.52	20131571	.00	0	
Total 6222	238040:						2,366.20		.00		
62-2238080	WI SALES TAX	5560	WISCONSIN DEPT OF REV	SALES USE TAX-W&L	2021-02	02/12/2021	6,444.97	20131564	.00	0	
Total 6222	238080:						6,444.97		.00		
62-2253031	PUBLIC BENEFIT REVENUE		SEERA C/O WIPFLI LLP	FOCUS ON ENERGY - JAN PAYMENT	2021-01	02/12/2021	2,381.14	45570	.00	0	
62-2253031	PUBLIC BENEFIT REVENUE	5460	WIS DEPT OF ADMINISTR	PUBLIC BENEFIT FEES-Q2	505-0000056	02/19/2021	7,066.64	45620	.00	0	
Total 6222	253031:						9,447.78		.00		
62-41400-001	OPERATING & OTHER REVEN	5560	WISCONSIN DEPT OF REV	SALES USE TAX-W&L DISCOUNT	2021-02	02/12/2021	32.27-	20131564	.00	0	
Total 6241	1400001:						32.27-		.00		
62-51930-001	MISC GENERAL EXPENSES	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	678	02/05/2021	146.25	45535	.00	0	
Total 6251	1930001:						146.25		.00		
62-52622-002	OPER POWER PURCHASED F	5160	EVANSVILLE WATER & LIG	ELEC/WATER-WELL #1/#2/WATER TOWER	2021-02	02/26/2021	3,632.89	20131570	.00	0	
Total 6252	2622002:						3,632.89		.00		
62-52625-002	MAINT PUMP BUILDINGS & EQ	1060	EVANSVILLE HARDWARE	SUPPLIES-LAWN FAUCET/NIPPLE	200037-1454	02/12/2021	15.78	45557	.00	0	

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62-52625-002	MAINT PUMP BUILDINGS & EQ	1060	EVANSVILLE HARDWARE	SUPPLIES-WAX & DRY	200037-1454	02/12/2021	15.18	45557	.00	0	
62-52625-002	MAINT PUMP BUILDINGS & EQ	3435	MENARD'S-JANESVILLE	SUPPLIES-FOAM BRUSH SET/FILM	79176	02/26/2021	13.96	45658	.00	0	
62-52625-002	MAINT PUMP BUILDINGS & EQ	3435	MENARD'S-JANESVILLE	APPLICATION KIT SUPPLIES-WALL MOUNT HOSE REEL	79176	02/26/2021	69.99	45658	.00	0	
62-52625-002	MAINT PUMP BUILDINGS & EQ	3435	MENARD'S-JANESVILLE	BLDG MAINT-37X48 VINYL WHITE/3X6	79176	02/26/2021	36.94	45658	.00	0	
62-52625-002	MAINT PUMP BUILDINGS & EQ	2425	MENARD'S-JANESVILLE	BLACK FILM BLDG MAINT-CLAMP SET	79176	02/26/2021	24.98	45658	.00	0	
62-52625-002	MAINT PUMP BUILDINGS & EQ	3435	MENARD'S-JANESVILLE	BLDG MAINT-CLAWIF SET  BLDG MAINT-13" WRAP-IT STRAP	79176 79176	02/26/2021	26.73	45658	.00	0	
	MAINT PUMP BUILDINGS & EQ	3435		BLDG MAINT-17" HEAVY DUTY STRAP	79176	02/26/2021	20.97	45658	.00	0	
62-52625-002	MAINT PUMP BUILDINGS & EQ	3435	MENARD'S-JANESVILLE	20 AMP POLE BREAKER	79176	02/26/2021	8.49	45658	.00	0	
62-52625-002	MAINT PUMP BUILDINGS & EQ	3435		CLR CLEANING SUPPLIES	79177	02/26/2021	7.65	45658	.00	0	
62-52625-002	MAINT PUMP BUILDINGS & EQ	3456		EQUIPMENT PARTS	A76174	02/12/2021	298.24	45565	.00	0	
62-52625-002	MAINT PUMP BUILDINGS & EQ	2675	GRAINGER	BALL JOINT	9780949997	02/12/2021	44.67	45559	.00	0	
Total 6252	2625002:						583.58		.00		
	OPER WATER TREATMENT CH		WI STATE LABORATORY O		664790	02/19/2021	26.00	45619	.00	0	
62-52631-002	OPER WATER TREATMENT CH	3342	MARTELLE WATER TREAT	SODIUM HYPOCHLORITE BULK	21060	02/05/2021	611.10	45528	.00	0	
Total 6050	0624002						627.40		00		
Total 6252	2631002.						637.10		.00		
62-52655-002	MAINT MAINTENANCE OF OT	9017	US BANK	CC-FARM & FLEET-W&L-	1093-011521	02/12/2021	243.49	20131561	.00	0	
				ANTIFREEZE/PADDLE ANGLE							
62-52655-002	MAINT MAINTENANCE OF OT	4475	SKETCHWORKS ARCHITE	GRINDER KIT/RECIP SAW KIT SCHEMATIC DESIGN/DEVELOPMENT	5406	02/19/2021	407.50	45610	.00	0	
Total 6252	2655002:						650.99		.00		
62-52902-002	OPER ACCOUNTING & COLLE	2938	JOHNSON-BLOCK & CO IN	AUDITING SERVICES-WATER RATE CASE-BUDGET QUESTIONS-WATER &	481977	02/26/2021	9,500.00	45651	.00	0	
				ELECTRIC							
62-52902-002	OPER ACCOUNTING & COLLE	4151	JULIE ROBERTS	REIMB MILEAGE-PICKED UP 1099'S	2021-02	02/12/2021	5.04	45562	.00	0	
62-52902-002	OPER ACCOUNTING & COLLE	1234	APT US&C	FROM STOUGHTON ANNUAL CONFERENCE	23182	02/12/2021	89.70	45546	.00	0	
Total 6252	2902002:						9,594.74		.00		
62-52903-002	OPER READING & COLLECTIN	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-WATER	N8737840	02/26/2021	10.89	45666	.00	0	
T / 10050	200000						40.00				
Total 6252	2903002:						10.89		.00		
62-52921-002	OPER OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-WATER	IN13228578	02/26/2021	8.85	45644	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX		ANSER SERVICES	ANSWERING SERVICE-WATER	10395-02012	02/05/2021	122.50	45515	.00	0	
	OPER OFFICE SUPPLIES & EX		QUADIENT FINANCE USA I	MONTHLY POSTAGE-W&L	5090-0221	02/19/2021	46.46	45606	.00	0	

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Total 6252	921002:						177.81		.00		
62-52924-002	OPER PROPERTY INSURANC	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	509.70	45585	.00	0	
Total 6252	2924002:						509.70		.00		
62-52930-002	OPER MISC GENERAL EXPEN	1060	EVANSVILLE HARDWARE	SUPPLIES-FURNACE FILTER	200037-1453	02/12/2021	39.99	45557	.00	0	
	OPER MISC GENERAL EXPEN	1570	BROOKS TRACTOR INC	GRAPPLE W/ UNIVERSAL SSL MOUNT	C96176	02/19/2021	1,046.12	45583	.00	0	
	OPER MISC GENERAL EXPEN		THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	679	02/26/2021	78.75	45673	.00	0	
	OPER MISC GENERAL EXPEN	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	678	02/05/2021	78.75	45535	.00	0	
	OPER MISC GENERAL EXPEN		EVANSVILLE WATER & LIG	ELEC/WATER-W&L	2021-02	02/26/2021	371.01	20131570	.00	0	
62-52930-002 62-52930-002	OPER MISC GENERAL EXPEN OPER MISC GENERAL EXPEN	9017 1730	US BANK CHARTER COMMUNICATI	CC-GOOGLE-C. RENLY-EMAIL-WATER CHARTER SPECTRUM W&L WATER	7875-010221 0052369-022	02/12/2021	36.00	20131561	.00	0	
	OPER MISC GENERAL EXPEN		U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L WATER	0421056011-	02/26/2021	82.20 120.00	45551 45675	.00	0	
Total 6252	2930002:						1,852.82		.00		
62-52930-110	OPER MISC GENERAL SALAR	921902	BAKER TILLY SEARCH & S	TEMP C CAMPBELL	T-84561	02/19/2021	453.37	45581	.00	0	
62-52930-110	OPER MISC GENERAL SALAR	921902	BAKER TILLY SEARCH & S	TEMP C CAMPBELL	T-84847	02/26/2021	510.84	45628	.00	0	
Total 6252	2930110:						964.21		.00		
62-52930-130	WATER SAFETY & PPE	9017	US BANK	CC-AMAZON-W&L-SNOW BOOTS	1093-010421	02/12/2021	200.00	20131561	.00	0	
	WATER SAFETY & PPE	1778	CINTAS CORP	RESTOCK 1ST AID KIT W&L	8405012473-	02/26/2021	13.00	45635	.00	0	
62-52930-130	WATER SAFETY & PPE	5118	VELOCITYEHS	ANNUAL SUBSCRIPTION-WATER	231975	02/19/2021	650.00	45617	.00	0	
Total 6252	2930130:						863.00		.00		
62-52930-251	IT SERVICE & EQUIP	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-WATER	COE-BDR33	02/19/2021	7.66	45586	.00	0	
Total 6252	2930251:						7.66		.00		
62-52930-330	PROFESSIONAL DEVELOPME	3560	MUNICIPAL ELECTRIC UTI	REGIONAL SAFETY MGMT-WATER	011521-03	02/05/2021	2,422.50	45530	.00	0	
Total 6252	2930330:						2,422.50		.00		
62-52933-002	OPER TRANSPORTATIONS EX	1949	DAVIS CITGO SERVICE IN	TOW FROM JVL TO EVANSVILLE FORD	201499	02/19/2021	45.00	45588	.00	0	
Total 6252	2933002:						45.00		.00		

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
63-41442-062	MUNICIPAL GREEN POWER	5520	WISCONSIN PUBLIC POW	GREEN POWER	42-12021	02/12/2021	657.00	20131565	.00	0	
Total 6341	1442062:						657.00		.00		
63-51555-300	POWER PURCHASED	5520	WISCONSIN PUBLIC POW	PURCHASED POWER	42-12021	02/12/2021	401,112.82	20131565	.00	0	
Total 6351	1555300:						401,112.82		.00		
63-51588-300	MISC DISTRIBUTION EXPENS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM W&L ELECTRIC	0052369-022	02/12/2021	82.20	45551	.00	0	
Total 6351	1588300:						82.20		.00		
63-51593-300	OH LINE MAINTENANCE	9017	US BANK	CC-AMAZON-W&L-BATTERY PACK	1093-010521	02/12/2021	155.99	20131561	.00	0	
63-51593-300	OH LINE MAINTENANCE	9017	US BANK	CC-AMAZON-W&L-UTILITY BUCKET	1093-010521	02/12/2021	64.99	20131561	.00	0	
63-51593-300	OH LINE MAINTENANCE	9017	US BANK	LIGHT CC-AMAZON-W&L-UTILITY BUCKET LIGHT	1093-010521	02/12/2021	650.00	20131561	.00	0	
63-51593-300	OH LINE MAINTENANCE	9017	US BANK	CC-AMAZON-W&L-CHAINSAW BAR & CHAIN MEASURING TOOL	1093-011321	02/12/2021	8.00	20131561	.00	0	
63-51593-300	OH LINE MAINTENANCE	9017	US BANK	CHAIN MEASURING TOOL CC-AMAZON-W&L-SAW CHAIN GRINDER/SHARPENER FOR CHAINSAW CHAINS	1093-011321	02/12/2021	329.99	20131561	.00	0	
63-51593-300	OH LINE MAINTENANCE	9017	US BANK	CC-AMAZON-W&L-RECHARGEABLE UTILITY HOTSTICKS	1093-012021	02/12/2021	485.47	20131561	.00	0	
63-51593-300		90123	C&M HYDRAULIC TOOLS	IMPACT WRENCH	0170629-IN	02/19/2021	500.40	45584	.00	0	
63-51593-300 63-51593-300		90123 90123	C&M HYDRAULIC TOOLS	SUPPLIES-FULL FLOAT BODY BELT BUCKYARD SNAPS	0170503-IN	02/05/2021	565.01	45519 45510	.00	0	
63-51593-300		90123	C&M HYDRAULIC TOOLS C&M HYDRAULIC TOOLS	POLESAW	0170502-IN 0170683-IN	02/05/2021 02/19/2021	168.58 1,103.14	45519 45584	.00	0	
63-51593-300		90123	C&M HYDRAULIC TOOL S	HOSE	0170683-IN	02/19/2021	1,103.14	45584	.00	0	
63-51593-300		90123	C&M HYDRAULIC TOOLS	ADAPTER STR THREAD W/O RING	0170683-IN	02/19/2021	13.94	45584	.00	0	
63-51593-300		90123	C&M HYDRAULIC TOOL S	COUPLER	0170683-IN	02/19/2021	74.75	45584	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOL S	COUPLER	0170683-IN	02/19/2021	29.25	45584	.00	0	
63-51593-300	OH LINE MAINTENANCE	90123	C&M HYDRAULIC TOOLS	MULTIPLE TOOL DIES	0170792-IN	02/26/2021	424.17	45631	.00	0	
Total 6351	1593300:						4,721.55		.00		
63-51593-301	OH TREE TRIMMING	90123	C&M HYDRAULIC TOOLS	CHAINSAW EVALUATION FEE	0170800-IN	02/26/2021	35.00	45631	.00	0	
63-51593-301	OH TREE TRIMMING	90123	C&M HYDRAULIC TOOLS	CHAINSAW REPAIRS	0170799-IN	02/26/2021	197.96	45631	.00	0	
Total 6351	1593301:						232.96		.00		
63-51594-300	UG LINE MAINENANCE	1060	EVANSVILLE HARDWARE	SEWER TRAILER SUPPLIES	200037-1454	02/12/2021	49.65	45557	.00	0	
63-51594-300	UG LINE MAINENANCE	1060	EVANSVILLE HARDWARE	SUPPLIES-PLUG/GROUNDING CONNECTOR	200037-1455	02/12/2021	10.08	45557	.00	0	
63-51594-300	UG LINE MAINENANCE	9017	US BANK	CONNECTOR CC-FARM & FLEET-W&L- ANTIFREEZE/PADDLE ANGLE							

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
				GRINDER KIT/RECIP SAW KIT	1093-011521	02/12/2021	243.49	20131561	.00	0	
63-51594-300	UG LINE MAINENANCE	9209	DIGGERS HOTLINE INC	PREPAID EMAIL FEES	210147501	02/12/2021	44.80	45555	.00	0	
63-51594-300	UG LINE MAINENANCE	9209	DIGGERS HOTLINE INC	SEMI-ANNUAL PREPAY FEES	210247501 P	02/12/2021	1,190.40	45555	.00	0	
Total 6351	594300:						1,538.42		.00		
63-51595-300	TRANSFORMER MAINTENANC	90755	T & R SERVICE CO	TRANS SALVAGE-AC10 KVA #3416910	81538	02/19/2021	1,165.00	45612	.00	0	
Total 6351	595300:						1,165.00		.00		
63-51596-300	MAINT STREET LIGHTING	2552	FRESCO INC	MOUNTAIN STATES 18' OAL, FLUTED, ALUMINUM POLE	65532	02/19/2021	6,865.45	45594	.00	0	
Total 6351	596300:						6,865.45		.00		
63-51902-361	COMMUNICATION EXPENSE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL- ELECTRIC	7875-010221	02/12/2021	108.00	20131561	.00	0	
63-51902-361	COMMUNICATION EXPENSE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L ELECTRIC	0421056011-	02/26/2021	356.71	45675	.00	0	
Total 6351	902361:						464.71		.00		
63-51903-300	BILLING SUPLIES AND EXPEN	5520	WISCONSIN PUBLIC POW	SUPPORT SERVICES-DEC	42-12021	02/12/2021	1,716.01	20131565	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-ELECTRIC	N8737840	02/26/2021	20.23	45666	.00	0	
Total 6351	903300:						1,736.24		.00		
63-51921-300	OFFICE SUPPLIES & EXPENS	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- ELECTRIC	IN13228578	02/26/2021	16.44	45644	.00	0	
63-51921-300	OFFICE SUPPLIES & EXPENS	9196	ANSER SERVICES	ANSWERING SERVICE-ELECTRIC	10395-02012	02/05/2021	227.50	45515	.00	0	
	OFFICE SUPPLIES & EXPENS	2801	INKWORKS INC	BILL OF RIGHTS INSERT	30349	02/12/2021	250.99	45561	.00	0	
63-51921-300	OFFICE SUPPLIES & EXPENS	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-W&L	5090-0221	02/19/2021	86.28	45606	.00	0	
Total 6351	921300:						581.21		.00		
63-51921-361	COMMUNICATION EXPENSE	2738	HANSON ELECTRONICS L	SUPPLIES-CH PIXEL 5 BLACK	10136259	02/19/2021	24.99	45597	.00	0	
63-51921-361	COMMUNICATION EXPENSE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L	0416521313-	02/05/2021	87.04	45536	.00	0	
63-51921-361	COMMUNICATION EXPENSE	1090	AT&T	MONTHLY AT&T CHARGES-W&L	6088820560	02/19/2021	170.38	45578	.00	0	
Total 6351	921361:						282.41		.00		
63-51924-300	PROPERTY INSURANCE	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR3 20-21	02/19/2021	946.59	45585	.00	0	

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Total 63519	924300:						946.59		.00		
63-51930-110	MISC GENERAL SALARY	921902	BAKER TILLY SEARCH & S	TEMP C CAMPBELL	T-84561	02/19/2021	759.13	45581	.00	0	
63-51930-110	MISC GENERAL SALARY	921902	BAKER TILLY SEARCH & S	TEMP C CAMPBELL	T-84847	02/26/2021	855.36	45628	.00	0	
Total 63519	930110:						1,614.49		.00		
63-51930-130	SAFETY EQUIPMENT AND PP	4874	THE SHOE BOX	SHOE ALLOWANCE-C STIKLESTAD	78847	02/12/2021	180.00	45573	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	4874	THE SHOE BOX	SHOE ALLOWANCE-EMP K LINDROTH	78891	02/12/2021	178.20	45573	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	9017	US BANK	CC-AMAZON-W&L-STABILIZER REPLACEMENT CLEATS	1093-010521	02/12/2021	56.60	20131561	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	90123	C&M HYDRAULIC TOOLS	RECHARGEABLE FLASHLIGHT	0170629-IN	02/19/2021	229.60	45584	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	90123	C&M HYDRAULIC TOOLS	75' ROPE & 100' ROPE	0170793-IN	02/26/2021	1,706.05	45631	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	91058	ELECTRICAL TESTING LA	GLOVE TESTING/GLOVE REPLACE/LINE BLANKET TESTS	35615	02/19/2021	589.83	45590	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	3600	NAPA OF OREGON	SUPPLIES-NITRILE DISPOSABLE GLOVES	341983-1152	02/12/2021	24.99	45566	.00	0	
63-51930-130	SAFETY EQUIPMENT AND PP	5118	VELOCITYEHS	ANNUAL SUBSCRIPTION-ELECTRIC	231975	02/19/2021	550.00	45617	.00	0	
Total 63519	930130:						3,515.27		.00		
63-51930-251	IT SERVICE AND EQUIPMENT	9017	US BANK	CC-BEST BUY-C. RENLY-TILT MOUNT/HDMI CABLE/TCL 4K ULTRA HD TV	7875-010521	02/12/2021	629.97	20131561	.00	0	
63-51930-251	IT SERVICE AND EQUIPMENT	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-ELECTRIC	COE-BDR33	02/19/2021	28.47	45586	.00	0	
63-51930-251	IT SERVICE AND EQUIPMENT	2738	HANSON ELECTRONICS L	LOGITECH M330 SILENT BLACK	10136337	02/26/2021	24.99	45647	.00	0	
Total 63519	930251:						683.43		.00		
63-51930-300	MISC GENERAL EXPENSES	1060	EVANSVILLE HARDWARE	SUPPLIES-HAMMER DRILLING/RIP HAMMER	200037-1453	02/12/2021	29.37	45557	.00	0	
63-51930-300	MISC GENERAL EXPENSES	1060	EVANSVILLE HARDWARE	SUPPLIES-GORILLA SUPERGLUE/MEMO BOOKS/WIPES	200037-1454	02/12/2021	23.97	45557	.00	0	
63-51930-300	MISC GENERAL EXPENSES	1060	EVANSVILLE HARDWARE	SUPPLIES-CAP PVC/PLUGS/ADAPTER	200037-1454	02/12/2021	23.54	45557	.00	0	
63-51930-300	MISC GENERAL EXPENSES	1060	EVANSVILLE HARDWARE	SUPPLIES-BODY CONDUIT PVC/SUPERGLUE/WOODBORING SET	200037-1454	02/12/2021	32.54	45557	.00	0	
63-51930-300	MISC GENERAL EXPENSES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-ELECTRIC	50579	02/12/2021	2,480.00	45552	.00	0	
63-51930-300	MISC GENERAL EXPENSES	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	679	02/26/2021	146.25	45673	.00	0	
63-51930-300	MISC GENERAL EXPENSES	5160	EVANSVILLE WATER & LIG	ELEC/WATER-W&L	2021-02	02/26/2021	959.23	20131570	.00	0	
63-51930-300	MISC GENERAL EXPENSES	9017	US BANK	CC-USPS-W&L-POSTAGE	1093-011321	02/12/2021	14.95	20131561	.00	0	
63-51930-300	MISC GENERAL EXPENSES	90123	C&M HYDRAULIC TOOL S	20V MAX 1/2" HT WRENCH DETENT	0170685-IN	02/19/2021	375.68	45584	.00	0	
63-51930-300	MISC GENERAL EXPENSES	2630	GENERAL COMMUNICATI	W&L-LIGHTING/4" FASCIA LIGHTS	290157	02/12/2021	1,309.00	45558	.00	0	
63-51930-300	MISC GENERAL EXPENSES	2675	GRAINGER	GAS STRUT	9798326477	02/12/2021	145.20-	45559	.00	0	
63-51930-300	MISC GENERAL EXPENSES	2675	GRAINGER	GAS STRUT	9790406046	02/12/2021	145.20	45559	.00	0	
63-51930-300	MISC GENERAL EXPENSES	3305	MERCY HEALTH SYSTEM	DRUG TEST EMP PH & AB	00010551-20	02/19/2021	92.00	45602	.00	0	

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63-51930-300	MISC GENERAL EXPENSES	3449	MID-AMERICAN RESEARC	SUPPLIES-SALT NEUTRALIZER 05	0722590-IN	02/12/2021	481.50	45564	.00		
63-51930-300	MISC GENERAL EXPENSES	3449	MID-AMERICAN RESEARC	SUPPLIES-WASH N WAX/05	0722590-IN	02/12/2021	560.58	45564	.00	0	
63-51930-300	MISC GENERAL EXPENSES	9389	AMERICAN IND STEEL & S	SUPPLIES-HOT ROLL FLAT	4508	02/05/2021	70.86	45513	.00	0	
63-51930-300	MISC GENERAL EXPENSES	9389	AMERICAN IND STEEL & S	SUPPLIES-3/8" DROP MATERIAL	4508	02/05/2021	10.00	45513	.00	0	
63-51930-300	MISC GENERAL EXPENSES	9389	AMERICAN IND STEEL & S	SUPPLIES-STEEL PLATE	4508	02/05/2021	528.66	45513	.00	0	
63-51930-300	MISC GENERAL EXPENSES	4151	JULIE ROBERTS	REIMB MILEAGE-PICKED UP 1099'S FROM STOUGHTON	2021-02	02/12/2021	7.83	45562	.00	0	
63-51930-300	MISC GENERAL EXPENSES	1234	APT US&C	ANNUAL CONFERENCE	23182	02/12/2021	149.50	45546	.00	0	
Total 6351	930300:						7,295.46		.00		
63-51930-330	PROFESSIONAL DEV/TRAININ	3560	MUNICIPAL ELECTRIC UTI	ELECTRIC UTILITY SAFETY & TRAINING PROGRAM FEES	021021-67	02/26/2021	4,200.00	45661	.00	0	
63-51930-330	PROFESSIONAL DEV/TRAININ	3560	MUNICIPAL ELECTRIC UTI	REGIONAL SAFETY MGMT-ELECTRIC	011521-03	02/05/2021	4,717.50	45530	.00	0	
Total 6351	930330:						8,917.50		.00		
63-51930-340	TOOL AND EQUIPMENT	1570	BROOKS TRACTOR INC	GRAPPLE W/ UNIVERSAL SSL MOUNT	C96176	02/19/2021	2,440.94	45583	.00	0	
	TOOL AND EQUIPMENT	9149	RESCO	CAMERA/FLIR E86-24-14	813211-00	02/26/2021	10,653.00	45668	.00	0	
Total 6351	930340:						13,093.94		.00		
63-51930-343	TRANSPORTATION FUEL	5060	LANDMARK SERVICES CO	W&L MONTHLY FUEL W/DISC	1605800-022	02/19/2021	1,048.85	45601	.00	0	
63-51930-343	TRANSPORTATION FUEL	5060	LANDMARK SERVICES CO	W&L FED GAS/DSL REFUND JAN	1605800-106	02/19/2021	95.04-	45601	.00	0	
Total 6351	930343:						953.81		.00		
63-51930-350	TRANSPORTATION MAINTENA	5690	WISCONSIN DOT	VEHICAL REGISTRATION-2017 BUCKET TRUCK	2021-02 BUC	02/19/2021	169.50	45621	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	90670	SAFELITE FULFILLMENT I	2014 F250 WINDSHIELD REPAIR	05173-18791	02/26/2021	102.97	45669	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	1949	DAVIS CITGO SERVICE IN	TOW FROM JVL TO EVANSVILLE FORD	201499	02/19/2021	45.00	45588	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	2630	GENERAL COMMUNICATI	W&L-ANTENNA INSTALL 2014 FORD F250	290571	02/19/2021	537.58	45595	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	EQUIP MAINT-OIL FILTER	341719-1152	02/12/2021	7.99	45566	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	FUNNEL	341941-1152	02/12/2021	26.49	45566	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	EQUIP MAINT-BATTERY W/CORE DEP	341574-1152	02/12/2021	139.99	45566	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	3600	NAPA OF OREGON	VEH MAINT-WIPER BLADES	342158-1152	02/12/2021	35.98	45566	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	9136	EVANSVILLE FORD LLC	2015 FORD SUPER DUTY-BRAKE REPAIR	6048156/1	02/26/2021	582.87	45641	.00	0	
Total 6351	930350:						1,648.37		.00		
63-51930-392	PUBLIC RELATIONS AND ADV	92159	AMERICAN PUBLIC POWE	RP3 APPLICATION FEE/SMALL UTILITY	362371	02/26/2021	600.00	45624	.00	0	

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Total 6351	930392:						600.00		.00		
63-51932-300	BUILDING AND PLANT MAINTE	4734	STOUGHTON LUMBER CO	GARAGE DOOR REPAIR	975818	02/12/2021	367.95	45572	.00	0	
63-51932-300	BUILDING AND PLANT MAINTE	5070	ULINE	SUPPLIES-STORAGE CABINET/BLACK SHELF BIN	130250520	02/26/2021	551.65	45676	.00	0	
63-51932-300	BUILDING AND PLANT MAINTE	1048	AIRGAS USA LLC	SUPPLIES-RENT CYL-SM & LG ACETYLENE/OXYGEN/CARB DIOX	9976918308	02/19/2021	34.19	45577	.00	0	
63-51932-300	BUILDING AND PLANT MAINTE	4475	SKETCHWORKS ARCHITE	SCHEMATIC DESIGN/DEVELOPMENT	5406	02/19/2021	815.00	45610	.00	0	
Total 6351	932300:						1,768.79		.00		
Grand Tota	als:						4,440,790.46		.00		

# CITY OF EVANSVILLE RESOLUTION #2021-02

## Amending the City of Evansville's Fee Schedule – Operator's License

**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 recommended charges will cover the cost for the background check performed by the police department as required in Sec 6-44(a)(1) for an operator's license.

**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:

Municipal Code	Description	Old Fee	New Fee
6	Fees - Operator's License		
	Operator's License	\$25.00	\$35.00

Passed and adopted this day of, 2021.	
	William C. Hurtley, Mayor
ATTEST:	
	Darnisha Haley, City Clerk

Introduced: 03/09/2021 Adopted: 00/00/2021 Published: 00/00/2021

#### **RESOLUTION #2021-04**

# A Resolution Approving Year-End Amendments to the 2020 Budget

WHEREAS, the Police Department purchased cradle points for squad connectivity that was offset by a trailer sale in 2021;

WHEREAS, less work than was anticipated was done with the DPW Landscape/Sidewalk program;

WHEREAS, DPW equipment costs came in higher than anticipated and had unexpected purchases added for mowers;

WHEREAS, DPW road construction costs came in higher than anticipated;

WHEREAS, costs were incurred for pool repairs/design;

AND, WHEREAS, the Finance Committee has reviewed the year-end budget amendments proposed by the Treasurer and has recommended approval of the budget amendments contained herein.

NOW THEREFORE, be it hereby resolved by the Common Council of the City of Evansville to amend the budget for the year ending December 31, 2020, as follows:

#### 2020 Expenses:

- 1. Increase account 40-52200-840, Police Equipment Purchase, \$5,121 from \$16,150 to \$21,271 for cradle points for squad connectivity (trailer sale in 2021 to cover cost).
- 2. Decrease account 40-53300-802 DPW Landscape/Sidewalk Program \$41,463 from \$75,000 to \$33,537 for less work being done than anticipated.
- 3. Increase account 40-53300-840, DPW Equipment Purchase, \$126,395 from \$84,700 to \$211,095 for leaf vacuum purchase in 2020 vs 2019, two unplanned mower purchases and higher than anticipated cost on a front end loader.
- 4. Increase account 40-53300-860, DPW Road Construction, \$47,869 from \$0 to \$47,869 for unbudgeted expenses related to roadway projects.
- 5. Increase account 40-55730-803, Pool Improvements, \$53,637 from \$0 to \$53,637 for pool repairs/design.

#### 2020 Revenues:

1. Increase account 40-43530-570, Grants, Incentives, and Aid, \$3,295 from \$15,000 to \$18,295 for donation for the shed for the upper ball diamond.

- 2. Increase account 40-48300-570, Sale of City Property, \$9,350 from \$0 to \$9,350 for DPW sale of trencher and crack filler.
- 3. Increase account 40-49200-570, \$29,471 from \$0 to \$29,471 for the budgeted amount in the EMS fund to be transferred to Capital.
- 4. Increase account 40-49999-990, Capital Fund Balance applied, \$129,193 from \$20,250 to \$149,443.

Passed this 9<sup>th</sup> day of March, 2021.

#### CITY OF EVANSVILLE

By:	
William Hurtley, Mayor	
Attest:	
Darnisha Haley, City Clerk	

Introduced: 03/09/2021 Adoption: 0/00/2021 Publication: 0/00/2021

# MUNICIPAL SERVICES MECHANIC POSITION DESCRIPTION

# **Statement of Duties:**

The Municipal Services Mechanic is responsible for: the maintenance and repair of all assigned equipment and vehicles, the keeping of accurate maintenance records and the scheduling of maintenance or repair work. Periodically assists with other Municipal Service Department functions and operations, including on-call duty.

#### **Distinguishing Features of the Position:**

This position requires flexibility in skill sets, job assignment and applied time. This position is appointed by the Municipal Services Director and reports to the Public Works Foreman.

#### **Examples of work (illustrative only):**

#### **Operations**

- Must be able to operate all equipment and vehicles owned by the City.
- Fills out all required paperwork for each task performed, including keeping detailed vehicle maintenance records.
- Must use any and/or all safety equipment required to complete assigned tasks.
- Responsible for maintaining safe and clean working conditions within the truck service area and adjacent areas.

## **Equipment Purchasing**

- Assists in the purchase of new equipment that meets needs of the City and is obtained at a fiscally responsible price.
- Examples of Purchasing tasks include: discuss equipment needs with appropriate foreperson and department heads, research equipment/products through supplier literature, draft specifications, determine cost and whether equipment meets specifications, contact dealers/suppliers, contact references to gather information on other organization's experience with the equipment and test equipment as appropriate.

#### **Equipment Repair & Maintenance**

- Performs all general repairs and maintenance on all City controlled equipment and vehicles.
- Performs preventative and corrective maintenance and repairs on vehicles and equipment.
- Performs brake repairs or complete overhauls of braking systems, and makes all necessary adjustments as needed on both hydraulic and air-operated brakes to provide the utmost in safety and reliability as is humanly possible.
- Uses gas and/or arc welding equipment to heat, cut, braze, or weld as necessary and appropriate.
- Ability to set priorities and schedule repair and preventive maintenance work.
- Troubleshoots mechanical and electrical problems in order to take proper corrective action to repair such problems.

- Repairs or rebuilds mechanical and electrical parts and components whenever warranted
  and possible while considering expenses, time frames, and priorities in doing such versus
  replacing same with new or already rebuilt parts or components.
- Ability to modify or fabricate as needed using various materials in unusual situations to solve a problem that cannot be solved by conventional methods.

#### **Miscellaneous:**

- All tools required for service work of City vehicles and equipment will be provided by the City.
- Maintains a friendly and helpful working relationship with co-workers, citizens, and public officials.
- Performs any and all other tasks as assigned.

### Required Knowledge, Skills, and Abilities:

### **CERTIFICATION/LICENSES**

- Possession of or ability to attain a Class A CDL and all proper endorsements that are
  required to legally operate every type and size vehicle owned by the City of Evansville
  Department of Municipal Services as well as other departmental vehicles within one year
  of hire. Must have and be able to maintain a clean driving record.
- Must be in Possession of or have the ability to attain and maintain the following Certifications through the National Institute for Automotive Service Excellence (A.S.E.)
  - a. A Series (Automobile & Light Truck)
  - b. E Series (Truck Equipment Certification)
  - c. G1 (Auto Maintenance & Light Repair)
  - d. L1 (Advanced Engine Performance Specialist)
  - e. L2 (Electronic Diesel Engine Diagnosis)
  - f. L3 (Hybrid/Electric Vehicle Specialist)\*\*
  - g. T Series (Medium Heavy Truck)
- \*\* Is not required at this time but may be required in the future.
  - Any certifications not held at the time of hire must be obtained in a reasonable period of time.
  - Related training cost to obtain certifications will be covered by the City.

#### **Work Environment:**

Will generally be working inside a shop like environment but at times may be required to work outside in the elements such as heat, cold, rain and sun. Potential for high levels of pollen, dust and other irritants typical with outdoor conditions and large maintenance garages. Potential to work at night running snow plows in blizzard-like conditions. Working in a large maintenance shop with running equipment, loud noise, and hazardous or flammable chemicals. Working on equipment or vehicles that are on stands or hoisted.

## **Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee:

- Is frequently required to use hands and arms.
- Is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.
- Is occasionally required to walk, sit, and talk or hear.
- May be required to lift, pull and/or move 50 pounds for extended periods.
- Must occasionally lift, pull and/or move 100 pounds with mechanical and/or physical assistance.
- Must be capable of periodic heavy stretching and pulling for extended periods of time.

Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

#### **Selection guidelines:**

Formal applications, rating of education and experience, or an interview and reference check. Job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The position description of the Public Works Mechanic does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. No individual City official has authority to enter into an oral or written promise or contract of employment with any individual or group of employees. Any employment contract must be approved by a majority of the Common Council.

Revised April 28, 1989

Revised July 1, 1990

Revised and Approved by Finance & Labor Relations Committee April 3, 2008

Reviewed by Municipal Services Committee 1/27/2015

Approved by Finance & Labor Relations Committee 2/05/2015

Revised and Approved by Finance and Labor Relations Committee March 4, 2021

# City of Evansville Field Rental

The undersigned has requested they be able to use a City of Evansville fields. In exchange for the city's consent to such usage, the undersigned agrees to pay all deposits and fees as set by the City's fee schedule for field rentals.

As a specific condition to being allowed the referenced park use during the COVID-19 pandemic, the undersigned agrees to follow best practices to reduce the spread of viruses. This is a fluid situation with all activities and the fields could be shut down by City, County and State officials at any time. Said practices include but are not limited to:

- Practice social distancing and avoid close contact with others outside your household. The CDC recommends maintaining a physical distance of six feet from others.
- Stay home if you are sick.

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- Bring your own hand sanitizer and disinfecting wipes.
- Wash or sanitize your hands after touching surfaces.
- Avoid touching your face.
- Sneeze or cough into a tissue or the inside of your elbow.
- Limit the number of attendees as prescribed within Rock County WI phased opening for "Organized Sports."
- Dugout use will not be allowed. Player's items should be lined up near the fence at least six feet apart. Players should avoid touching of common structures.
- Players must use their own gloves, helmet and bat or be sanitized between player's use.
- Coaches are responsible for ensuring social distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, changing drills so the players remain spaced out, no congregating of players while waiting to bat.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume. No communal snacks. The concession stand will not be available.
- No spit-able food, i.e. sunflower seeds, peanuts in shells, etc.
- Spectator attendance is limited to household members of players.
- No use of bleachers for spectators. Spectators must bring their own chairs, stand or watch from vehicle. Spectators should keep six feet of social distance between different household units.

The undersigned accepts that the City other surfaces in the parks.	has not and will not sanitize equipment, tables and
Date of Event	
Name	Address
Signature	Today's Date



# City of Evansville Shelter Rental

The undersigned has requested they be able to use a City of Evansville park shelter. In exchange for the city's consent to such usage, the undersigned agrees to pay all deposits and fees as set by the City's fee schedule for shelter rentals.

As a specific condition to being allowed the referenced park use during the COVID-19 pandemic, the undersigned agrees to follow best practices to reduce the spread of viruses. Said practices include but are not limited to:

- Practice social distancing and avoid close contact with others outside your household. The CDC recommends maintaining a physical distance of six feet from others.
- Stay home if you are sick.
- Bring your own hand sanitizer and disinfecting wipes.
- Wash or sanitize your hands after touching surfaces.
- Avoid touching your face.
- Sneeze or cough into a tissue or the inside of your elbow.
- Limit the number of attendees as prescribed within Rock County WI phased opening for "Private Gatherings."

The undersigned accepts that the City has not and will not sanitize equipment, tables and other surfaces in the parks.

Date of Event	
Name	Address
Signature	Today's Date

Please return form no later than 48 hours of your scheduled event to:

City of Evansville
Attn: Parks Dept
31 S Madison St | PO Box 529
Evansville, WI 53536
or email:
leah.hurtley@ci.evansville.wi.gov

#### **North Office**

3328 U.S. Hwy 51 N Janesville, WI 53545-0772 Mailing Address: PO Box 1088 Janesville, WI 53547-1088 Public Health
www.co.rock.wi.us/publichealth

**South Office** 

61 Eclipse Center Beloit, WI 53511

608-757-5440 608-758-8423 (fax) 608-364-2010 608-364-2011 (fax)

Updated March 2, 2021

# **Covid-19 School Sports and Extra Curricular Activity Guidance**

This guidance is prepared by the Rock County Public Health Department to assist local schools in their preparations and planning for potential sports and extra-curricular activities as related to Covid-19 conditions in our community. Sports and extra-curricular activities are viewed as essential to the physical and mental well-being of students, however that benefit must be weighed against the potential for serious Covid-19 health implications to students, staff, family members, and the community in general. This guidance may change as we learn more about the new corona virus and how it relates to our local epidemiological data. It is likely that this guidance is not inclusive of all activities in all schools and therefore schools should consider this as a general framework guidance that can be adjusted to safely fit their individual needs. We encourage utilizing some of the suggested state and national guidance documents listed below along with additional guidance that will likely be forthcoming to prepare your own Covid-19 plan for sports and extra-curricular activities.

The main risk associated with Covid-19 transmission is through exposure to respiratory droplets. These recommendations do not cover every aspect of how transmission can be prevented. These are some of the main mechanisms that prevent transmission and should be considered in all aspects of school activities:

**Physical Distancing** (Are students and staff far enough apart to prevent spread?)

- Face Coverings (reduces respiratory droplet transmission, but not a replacement for physical distancing)
- Stay at Home if sick, exhibiting any symptoms or exposed to a positive Covid-19 case

**Exposure Time** (The longer the time together, the greater the chance of virus transmission) **Cleaning and Disinfection Processes** 

- Clean Equipment and Commonly Touched Surfaces frequently
- Wash Hands frequently

The Rock County Public Health Department has implemented a **Rock County Reopening Phased Plan** (<u>link</u> is below) that is protective of individuals and the community and is based on data driven gating criteria. As we move through these recovery phases, we must keep in mind that we may need to take precautionary actions within each phase to prevent moving backwards. The main metrics that will also guide recommendations within each phase include:

- \* Ability of schools to implement mitigation strategies
- \* New Covid-19 cases in last 2 weeks per 100,000 population
- \* Percent positivity rate in last 2 weeks
- \* Percent change in new cases in last 7 days (increasing or decreasing)
- \* Average number of tests conducted per day
- \* Hospital general bed, intensive care bed and Covid-19 bed availability
- \* Hospital and health care supply and staffing availability
- \* Number of people receiving hospital in-patient care for Covid-19
- \* Student-age Covid-19 trends
- \* School absentee rates
- \* School staffing and PPE supply shortages
- \* Ability to conduct adequate contact tracing in schools and the community

Rock County Covid-19 Data Dashboard for Schools:

https://infogram.com/1pgpgp5dmkjqjri9zyz0jgz3dytwdwmlel1?live

Individual schools and activities within the schools need to build flexibility into their plans moving forward and prepare for potential resurgence of the virus, positive cases or outbreaks. Rock County will move forward in the phases, however each school activity may need to assess which phase is appropriate for their current situation.

#### **General Guidelines**

The following guidelines are recommended by the Rock County Public Health Department and are based on state and national guidance, local health department information, and through consultation with Rock County School Districts. It is recommended that each sport have a written Covid-19 plan to follow that fits their sport and their local system. The plan you prepare should be distributed to all participants and parents in each sport prior to the start of each season.

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#### PHYSICAL DISTANCING

- During Phase 1, it is highly recommended and essential that students and coaches maintain 6 feet of separation to minimize potential for virus spreading.
- During Phase 2, it is recommended that 6 feet of physical distancing be continued.
- During Phase 3, maintaining physical distancing is recommended when possible.
- Stay at home if sick, exhibiting any symptoms, or exposed to a positive Covid-19 case.
- Physical distancing may not be possible when in competition, however it can still be maintained on benches, sidelines, between events, and during many training activities.

#### **ATTENDANCE AT EVENTS**

- Attendance at events, when they resume, may be limited.
  - o Participants and event staff are essential if events occur.
  - o Fans and vendors are non-essential (consider in Phase 3 only).
    - Gathering capacity limits should be followed to maintain physical distancing.

NOTE: Although State or local capacity limits may be in place, it is essential that physical distancing be followed within those capacity limits. Capacity limits are ineffective without physical distancing.

#### **FACE COVERINGS**

Face coverings provide the best protection when everyone is wearing them properly – a well fitted facemask that covers both nose and mouth. Cloth-type face coverings provide protection to both the person wearing the covering as well as those near the person who are also wearing a covering. It should be considered as 'acceptable practice' and highly recommended where possible. Face masks should not be viewed as a replacement for recommended physical distancing.

- Face coverings are not recommended for swimming.
  - Note: State or local face covering orders may limit the ability to conduct certain high aerobic sports where face coverings would not be used.
- If a student/parent prefers to wear a mask it should be allowed (may want to consider a waiver).
- Face coverings are recommended for coaches, event staff, fans (if present), and participants.
  - Coaches/Officials may need alternatives to whistles (air horn/electronic whistles?).
- Consider the potential health effects of heat when wearing face coverings.

#### **CLEANING AND SANITIZING**

- All facilities and common surfaces need to be cleaned before and after use.
- Frequent hand washing by participants, coaches and officials.
  - Use soap and water and wash for 20 seconds.
  - Use hand sanitizer with at least 60% alcohol.
- Equipment should not be shared at all in Phase 1.
- Equipment should be sanitized between every individual use before sharing.
- Do not share water bottles or use common hydration stations (water cows, troughs, fountains).
- Wash sports equipment and clothing after each practice or game.

#### TRAVEL IMPLICATIONS

- In order to maintain physical distancing, larger transport vehicles (bus vs. van) or multiple transport vehicles may be necessary.
  - Face coverings should be worn during transportation.
- Avoid or reschedule long road trips. Minimizing time in a confined space is very important.
- Clean and sanitize transport vehicles between uses.

#### SYMPTOM SCREENING

- Before any daily practices, contests or activities it is recommended that all participants, including coaches, officials and event staff be screened for Covid-19 symptoms and that anyone exhibiting symptoms be prevented from participating and directed to see their primary health care provider. This screening should be documented in writing.
- Competitive atmosphere could lead to players, parents or coaches 'wanting to play through' some minor symptoms that could potentially be Covid-related. All participants need to understand that a single positive could not only have major health implications, but may result in the exclusion of other players, an entire team or even an entire school from future participation.

#### **VULNERABLE PERSONS**

- Players at higher risk of developing serious disease. Parents, staff and coaches should assess level of risk based on individual players or other participants who may be at higher risk for severe illness, such as individuals who may have asthma, diabetes, or other health problems.
  - o <a href="https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html">https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html</a>
- If school sports physicals are conducted, physicians should be monitoring athletes for high-risk conditions as they related to Covid-19.

#### SMALL GROUPS/PODS/VIRTUAL STUDENT ATHLETES

- Contact tracing to determine who may have been exposed to a positive person is critical to
  minimizing community spread. Limiting an individual's 'contacts' to as small of groups as
  possible will allow for less spread, will not overburden school and public health staff, and will
  allow for potential for schools to remain in-person even with positive cases.
  - It is recommended that participants be in small groups or pods and remain in the same small group of individuals from day to day to minimize the number exposed to a positive individual.
  - Consider elimination or modifications to 'team meals' or other special gatherings.
  - Consider that athletes attend school virtually if they participate in moderate or high risk sports during Phase 1 or Phase 2.
  - Those that participate in sports or other organized school activities should go above and beyond to limit exposure to social gathering and activities outside of school.

#### **LOCKER ROOMS**

- Use of locker rooms is not recommended in Phase 1 or Phase 2.
  - o It is recommended that participants shower and wash clothing immediately at home.
    - Showering at home prior to pool use advised if locker rooms are closed.

#### PRE-GAME/POST-GAME SPORTSMANSHIP AND CELEBRATIONS

- No shaking hands or fist bumping (consider other ways to recognize sportsmanship).
- Avoid unnecessary contact at practice and games.

#### **PLAN FOR POSITIVE CASES**

- Consider these possibilities during the athletic seasons and school year:
  - o Potential school closures or reverting to virtual schools due to an outbreak
  - Team isolation or quarantines
  - Cancellation of games or seasons
    - What precautions are your opponents taking?
    - What do you do if there is a positive on an opposing team?

#### **Specific Sport Examples**

The following are some examples of specific sports and potential general recommendations related to Covid-19. Please consider these examples in the context that virus conditions are ever changing and individual sports have many aspects from training to practices to competition that may not fall cleanly into these recommendations. See the *Additional Resources* section below for more specific recommendations. Also keep in mind that further guidance will likely be developed as we progress in this pandemic.

NOTE: During Phase 1 and Phase 2, physical distancing during sports and school activities are recommended. This includes not only competition but also practices, pre-competition activities, and post-competition activities. The ability to physically distance during all forms of activities is important and having facilities with enough capacity is essential.

#### BASEBALL/SOFTBALL (moderate risk)

- Phase 1 Team activity/gathering not recommended.
- Phase 2 Individual skill training, no sharing of equipment.
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- o Phase 3 Competition with special precautions.

#### **BASKETBALL** (moderate risk)

- Phase 1 Team activity/gathering not recommended.
- Phase 2 Individual skills, 1 ball per person (no sharing).
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- Phase 3 Consider competition with frequent cleaning of ball, hand washing and physical distancing where possible.

#### CHEERLEADING/DANCE (low to high risk)

- Phase 1 Not recommended.
- Phase 2 With physical distancing
  - No partner activities/stunts/pyramids.
  - Consider increasing physical distancing much more than 6 feet.
  - Use face coverings consistent with state and local orders or recommendations.
- Phase 3 With physical distancing.
  - No partner activities/stunts/pyramids.

#### FOOTBALL (high risk)

- Phase 1 Team activity/gathering not recommended.
- Phase 2 Individual training, small groups with physical distancing, no sharing of equipment (balls, sleds, dummy's, etc.) unless equipment disinfected after each use.
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- Phase 3 To be determined.

#### **GOLF** (low risk)

- Phase 1 Team activity/gathering not recommended.
- o Phase 2 Practice and competition possible with modifications.
  - No contact flag stick and cup modifications.
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- Phase 3 Competition possible.

#### **GYMNASTICS** (moderate risk)

- Phase 1 Team activity/gathering not recommended.
- Phase 2 "No contact" practicing or events.
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
  - Frequent cleaning of equipment after individual use.
- Phase 3 Competition allowed with modifications.

#### **HOCKEY (moderate risk)**

- Phase 1 Team activity/gathering not recommended.
- Phase 2 Individual skills/practices with physical distancing, small groups.
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- o Phase 3 Consider competition with modifications.

#### SINGING/BAND/PERFORMING ARTS (low to high risk)

- Phase 1 Not recommended.
- Phase 2 With physical distancing.
  - Singing and wind instruments not recommended at 6 feet distancing.
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- Phase 3 With special precautions.

#### **SOCCER** (moderate risk)

- Phase 1 Team activity/gathering not recommended.
- o Phase 2 Individual skills, 1 ball per person (no sharing).
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- Phase 3 Consider competition with frequent cleaning/switching of ball and physical distancing where possible.

#### SWIMMING/DIVING (low to moderate risk)

- Phase 1 Team activity/gathering not recommended.
- o Phase 2 Competition considered, with no contact with others.
  - Per CDC, Covid-19 is not known to spread in pool water.
  - Clean pool deck daily.
  - Check water chemistry before use.
  - Shower at home before swimming (assuming closed locker rooms).
  - Consider available spacing needs for participants in pool deck and waiting areas.
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations when not competing.
- Phase 3 Competition considered.

#### **TENNIS** (low to moderate risk)

- Phase 1 Team activity/gathering not recommended.
- Phase 2 Individual skill training only, maintaining physical distancing.
  - Frequent ball replacement.
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- Phase 3 Competition with precautions.

#### TRACK/CROSS COUNTRY (low to moderate risk)

- Phase 1 Team activity /gathering not recommended.
- Phase 2 Individual running events okay with 6 feet spacing.
  - No sharing of equipment.
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- Phase 3 Clean shared equipment between uses.

#### **VOLLEYBALL** (moderate risk)

- Phase 1 Team activity/gathering not recommended.
- Phase 2 Individual skills, without sharing equipment.
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- Phase 3 Competition with special precautions and frequent cleaning of volleyball and hand washing.
  - Eliminate team gathering/celebrations with contact after points.

#### WEIGHT TRAINING (moderate risk)

- Phase 1 Not recommended.
- Phase 2 & 3 Cleaning before and after all individual equipment use.
  - No use of equipment requiring spotters in Phase 2.
  - Observe physical distancing and capacity limits.
    - Use small work out groups of the same individuals.
    - Require reservations or time slots for each group.
  - Use face coverings consistent with state and local orders or recommendations.

#### WRESTLING (high risk)

- Phase 1 Team activity/gathering not recommended.
- o Phase 2 "No contact" training/practicing, competition not recommended
  - Physical distancing (>6ft) is essential to minimize spread.
  - Use face coverings consistent with state and local orders or recommendations.
- Phase 3 To be determined.

#### **Additional Resources**

#### **ROCK COUNTY REOPENING PHASED PLAN**

• <a href="https://www.co.rock.wi.us/images/web">https://www.co.rock.wi.us/images/web</a> documents/departments/health/Rock County Reopen ing Phased Plan-Phase II 03-02-2021.pdf

#### ADDITIONAL COVID-19 SPORTS GUIDANCE

WIAA Guidelines.

https://www.wiaawi.org/Portals/0/PDF/Health/Covid/WIAA-Return-to-Fall-Sports.pdf

CDC Playing Sports.

https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/playing-sports.html

• CDC Considerations for Youth Sports.

https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html

- Aspen Institute Project Play "Return to Play Covid-19 Risk Assessment Tool".
  - https://www.aspenprojectplay.org/return-to-play
- National Federation of State High Associations.

https://www.nfhs.org/media/3812287/2020-nfhs-guidance-for-opening-up-high-school-athletics-and-activities-nfhs-smac-may-15 2020-final.pdf

- Resocialization of Collegiate Sports: Action Plan Considerations.
  - http://www.ncaa.org/sport-science-institute/resocialization-collegiate-sport-action-plan-considerations
- USA Soccer Recommendations.

https://www.ussoccer.com/playon

USA Volleyball.

https://usavolleyball.org/usa-volleyballs-covid-19-updates

#### **SPORTS EQUIPMENT CLEANING**

• https://www.sportsengine.com/return-to-play/tips-cleaning-and-disinfecting-sports-gear

#### **EXAMPLES: COVID-19 PUBLIC HEALTH MESSAGING SIGNS/POSTERS**

- https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention-H.pdf
- <a href="https://www.cdc.gov/handwashing/posters.html">https://www.cdc.gov/handwashing/posters.html</a>
- https://www.cdc.gov/coronavirus/2019-ncov/downloads/stop-the-spread-of-germs-11x17-en.pdf
- https://www.cdc.gov/coronavirus/2019-ncov/images/face-covering-checklist.jpg
   https://www.cdc.gov/coronavirus/2019-ncov/downloads/CDC-COVID-19-PSA-Everyday-Prevention-Actions.mp3

# LICENSE AGREEMENT FOR WIRELESS ATTACHMENTS TO POLES BETWEEN CITY OF EVANSVILLE

**AND** 

UNITED STATES CELLULAR OPERATING COMPANY, LLC

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## LICENSE AGREEMENT FOR WIRELESS ATTACHMENTS TO POLES BETWEEN CITY OF EVANSVILLE AND

#### UNITED STATES CELLULAR OPERATING COMPANY, LLC

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

#### RECITALS

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

#### **AGREEMENT**

#### UTILITY AND LICENSEE AGREE as follows:

#### **ARTICLE 1: DEFINITIONS**

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

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

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

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

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

#### ARTICLE 2: SCOPE OF AGREEMENT

2.1 <u>Grant of License</u>. Subject to the provisions of this Agreement and to Licensee's application for and receipt of a Permit, Utility hereby grants Licensee a revocable, nonexclusive license

- authorizing Licensee to install and maintain Wireless Attachments to Utility's Poles. This grant of authority applies solely to facilities and equipment that Licensee owns.
- 2.2 <u>Parties Bound by Agreement</u>. Licensee and Utility agree to be bound by all provisions of this Agreement and of the Permits issued pursuant to this Agreement.
- 2.3 <u>Permit Issuance Conditions</u>. Utility will issue a Permit to Licensee only when Utility determines, in its sole judgment, reasonably exercised, that (i) it has sufficient capacity to accommodate the requested Wireless Attachments, (ii) Licensee meets all requirements set forth in this Agreement, and (iii) the affected Poles can safely accommodate the proposed Wireless Attachments consistent with all applicable Engineering Standards and Good Utility Practice.
- 2.4 <u>Reservation of Rights</u>. Utility reserves the right to terminate any Permit it issues as necessary to ensure the safe and reliable operation and maintenance of Utility's electric system. In the event that Utility, in its reasonable discretion, believes that it must terminate any Permit in order to ensure safe and reliable operation and maintenance of Utility's electrical system, the termination provisions of Article 16 shall apply.

#### 2.5 <u>Licensee's Right to Attach</u>.

- 2.5.1 Nothing in this Agreement, other than the issuance of a Permit, shall be construed as granting Licensee any right to attach its Wireless Equipment to any specific Pole or to compel Utility to grant Licensee the right to attach to any specific Pole.
- 2.5.2 Nothing in this Agreement shall be construed to grant any Affiliate of Licensee the right to attach to any Poles without entering into a license agreement with Utility and receiving a Permit pursuant to such agreement.
- 2.5.3 No use by Licensee of Utility's Poles shall create or vest in Licensee any ownership or property rights in those Poles. Notwithstanding anything in this Agreement to the contrary, Licensee is and shall remain a mere licensee.
- 2.6 <u>Necessity of Authorizations</u>. Licensee shall secure all necessary certifications, permits (including for right-of-way use), and franchises from federal, state, and local authorities prior to placing any Wireless Attachments on a Pole.
- 2.7 <u>Necessity of Easements on Private Property</u>. Licensee shall secure all necessary easements or other permissions from the property owner prior to placing any Wireless Attachments on a Pole located on private property.
- 2.8 Reserved Capacity. Access to space on Poles will be made available to Licensee with the understanding that such access is to Utility's Reserved Capacity. On giving Licensee at least 60 days' prior notice ("Reclamation Notice"), Utility may reclaim such Reserved Capacity any time within the five-year period following the installation of Licensee's Wireless Facility. In the Reclamation Notice, Utility shall give Licensee the option to remove its Wireless Facility from the affected Pole or to pay for the cost of any Make-Ready Work for which Utility would otherwise be responsible in order to expand the capacity of the affected Pole so that Licensee can maintain its Wireless Attachment on the affected Pole.

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

#### **ARTICLE 3: FEES**

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

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

#### **ARTICLE 4: PAYMENT OF COSTS**

- 4.1 <u>Work Performed by Utility</u>. Licensee shall be responsible to pay for the cost of services provided by Utility in support of the design, installation, and maintenance of Licensee's Wireless Facilities, including Utility's costs for Make-Ready Surveys (including pole-loading analyses), Make-Ready Work, and Post-Construction Inspection.
- 4.2 <u>Determination of Charges</u>. Unless otherwise provided in this Agreement, wherever this Agreement requires Licensee to pay for work done or contracted for by Utility, the charge for such work shall include all material, labor, engineering, and administrative costs as applicable. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting system used for recording capital and expense activities. Upon Licensee's request, Utility shall provide Licensee with documentation of charges and costs to be paid by Licensee.
- 4.3 <u>Payment of Invoices</u>. All invoices submitted to Licensee pursuant to this Agreement must be paid within 30 days.
- 4.4 <u>Late Fee.</u> Late fees of 1% per month will be applied to all balances due under this Agreement that are not paid within 30 days of the due date. Failure to pay such fees by the specified payment date shall constitute a default under this Agreement.

#### 4.5 Advance Payment.

- 4.5.1 At the discretion of Utility, Licensee shall pay in advance all reasonable costs, including, but not limited to, administrative, construction, inspection, and Make-Ready Work expenses, in connection with Licensee's Wireless Attachments.
- 4.5.2 Wherever Utility requires advance payment of estimated expenses prior to the undertaking of an activity under this Agreement and the actual cost of such activity exceeds the estimated cost, Licensee agrees to pay Utility for the difference in cost if that amount exceeds the amount stated in the latest version of Wis. Admin. Code § PSC

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

#### **ARTICLE 5: PERMIT APPLICATION REQUIREMENTS**

#### 5.1 <u>Permit Required</u>.

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

#### 5.2 Micro Wireless Facilities.

- 5.2.1 Notwithstanding Section 5.1.1, Licensee shall not install or remove a Micro Wireless Facility without first giving Utility at least 15 days' advance notice. Such notice shall describe the proposed work, state the location of the work, and provide a work schedule.
- 5.2.2 If, after installation of the Micro Wireless Facility, Utility determines that a Make-Ready Survey is necessary to determine whether the facility may cause the Utility Poles supporting the facility to fall out of compliance with Engineering Standards, Utility may conduct a Make-Ready Survey at Licensee's expense. If, as a result of the Survey, Utility must modify the affected Poles to bring them into compliance, Licensee shall be responsible for the cost of such modifications.
- 5.3 <u>Licensee's Certification</u>. If Licensee believes that its Wireless Facility may be installed without the need to conduct a Make-Ready Survey, Licensee must certify in its Permit Application that Licensee's Wireless Facility can be installed on the identified Poles in compliance with all applicable Engineering Standards. Such certification must be made by a Wisconsin-licensed professional engineer.

#### 5.4 Review of Permit Application.

- 5.4.1 *Complete Application*. Utility shall review Licensee's Permit Application for completeness before reviewing the application on its merits.
  - 5.4.1.1 A complete Permit Application is an application that provides Utility with all the information listed on the Permit Application form and all information necessary under this Agreement for Utility to begin to Survey the affected Poles.

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

#### 5.4.2 *Issuance of Permit.*

- 5.4.2.1 Upon receipt of a complete Permit Application, Utility will review the Permit Application within 60 days (or within 90 days if Licensee requests access to multiple Poles or involves new or replacement poles) and either grant or deny the Permit.
- 5.4.2.2 During such 60-day (or 90-day) period, Utility will discuss any issues with Licensee, including any unusual engineering and Make-Ready Work requirements associated with the Permit Application. Utility's acceptance of Licensee's submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis.
- 5.4.2.3 If Utility denies the Permit, it shall do so in writing and provide an explanation of the reasons the Permit was denied.
- 5.4.2.4 For the sake of clarity, the make-ready process described in Sections 5.5, 5.6, and 5.7 applies only to Utility Poles and Streetlight Poles. Decorative Streetlight Poles are governed by Article 19.

#### 5.5 Make-Ready Survey.

- 5.5.1 *Survey*. During the Permit Application review period, Utility may perform the Make-Ready Survey, using its own personnel or a contractor, and charge Licensee for the cost of the Survey. Alternately, Utility may require Licensee to conduct and submit to Utility a Make-Ready Survey at Licensee's expense.
- 5.5.2 *Notice of Field Inspection*. The party performing the Make-Ready Survey will use commercially reasonable efforts to provide the other party and any affected third-party attachers with three business days' notice of any field inspection that is part of the Make-Ready Survey and will allow the other party and any affected third-party attachers to be present for the field inspection.
- 5.5.3 *Other Attachers*. If the participation of an existing third-party attacher is required for a Make-Ready Survey, Licensee shall coordinate and be responsible for obtaining the third-party attacher's participation.

#### 5.6 Cost Estimate and Payment of Make-Ready Work.

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

- estimate of charges to perform all necessary Make-Ready Work within 14 days of approving a Permit Application, and Licensee shall pay all such charges before Utility commences the Make-Ready Work.
- 5.6.2 Replacement of Utility Poles and Streetlight Poles. In the event replacement of a Utility Pole or a Streetlight Pole is required to accommodate the installation of Licensee's Wireless Facility, Licensee shall pay all costs related to such pole replacement including, but not limited to, the cost of the new pole, transfer of all existing facilities of Utility and any third-party attachers, and removal and disposal of the old pole. Payment of pole replacement costs does not grant Licensee any ownership interest in the new pole. Licensee shall not be entitled to reimbursement from Utility of any amounts paid to Utility for pole replacements or for rearrangement of attachments on Utility Poles or Streetlight Poles by reason of the use by Utility or other third-party attachers of any additional space resulting from such replacement or rearrangement.

#### 5.7 Performance of Make-Ready Work.

- 5.7.1 Performance of Make-Ready Work. Make-Ready Work shall be performed only by Utility and/or a contractor authorized by Utility to perform such work. If Utility cannot perform the Make-Ready Work to accommodate Licensee's Facilities within time period specified in the work schedule provided pursuant to Section 5.7.2, Licensee may seek permission from Utility for Licensee to perform such work itself or employ a qualified contractor to perform the work. Any person, company, or contractor who performs Make-Ready Work must be preapproved by Utility.
- 5.7.2 Work Schedule. Utility agrees to submit an estimated schedule for the completion of Make-Ready Work within 15 days of Utility's receipt of Licensee's advance payment for the Make-Ready Work. Licensee acknowledges that actual completion of the Make-Ready Work will depend on timely completion of all required Make-Ready Work by Licensee and other third-party attachers that must be completed prior to Utility's performance of its Make-Ready Work. Timely completion of Make-Ready Work may also depend on whether the work is subject to Wisconsin's public bidding law requirements.
- 5.7.3 *Priority Scheduling of Make-Ready Work.* In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's Normal Business Hours and Utility agrees to so perform the work, Licensee agrees to pay any resulting increased costs. Nothing herein shall be construed to require performance of Licensee's work before other scheduled work or Utility's own service restoration.
- 5.7.4 Notice to Third-Party Attachers. If the Make-Ready Work necessary to accommodate Licensee's Wireless Attachments involves third-party attachers, Utility shall provide notice to such attachers (with a copy to Licensee, along with the attacher's contact information) upon Utility's receipt of Licensee's advance payment for Make-Ready Work under Section 5.6.1. The notice shall contain the following information: (i) the identity of the Poles requiring Make-Ready Work; (ii) a description of the Make-Ready Work to

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

#### ARTICLE 6: INSTALLATION OF LICENSEE'S WIRELESS FACILITIES

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

#### ARTICLE 7: WORK IN AND ACCESS TO THE SUPPLY SPACE

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

The caller should provide the following:

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

#### ARTICLE 8: MAINTENANCE OF LICENSEE'S WIRELESS FACILITIES

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

- Space to perform Emergency maintenance without first obtaining Utility's authorization pursuant to Section 7.3 (see Contact Sheet attached as **Appendix B**), which authorization shall not be unreasonably withheld, conditioned, or delayed.
- Removal of Abandoned Facilities. At its sole expense, Licensee shall remove any of its Wireless Equipment that has not operated for a continuous period of 12 months, which shall at that point be deemed abandoned. Licensee shall remove such equipment within 180 days of its abandonment, unless Licensee receives written notice from Utility that removal of the abandoned equipment is necessary to accommodate Utility's or a third-party attacher's use of the affected Poles, in which case Licensee shall remove such abandoned equipment within 60 days of receiving the notice, or within a shorter time period as necessary to accommodate Utility's or a third-party attacher's use. Licensee must obtain a Permit authorizing the removal of the abandoned equipment. If Licensee fails to remove its abandoned equipment within the requisite time period, Section 18.1.2 shall apply.
- 8.5 Annual Reporting Requirements. On each anniversary of the Effective Date, Licensee shall submit a report to Utility at Utility's notice address in Section 20.1 in the form attached as **Appendix C** containing the information listed below. Licensee's failure to timely provide the information within 45 days following issuance of written notice by Utility of the failure to timely comply shall be a material breach of this Agreement and also result in Utility suspending all work on Licensee's pending Permit Applications or on such applications as may be submitted after the suspension date. Within three business days of Utility receiving the updated report, Utility shall resume processing Licensee's Permit Applications in the order that they were initially received by Utility.
  - 8.5.1 *List of New Wireless Attachments*. Licensee shall provide a list of specific Poles (by Utility Pole number, if available) on which Licensee has installed, during the previous 12-month reporting period, new Wireless Attachments, including any Wireless Equipment for which no Permit was required under this Agreement.
  - 8.5.2 *List of Modifications to Wireless Attachments*. Licensee shall provide a list of all Wireless Equipment modified (including equipment replaced by substantially similar equipment) during the previous 12-month reporting period and identify the location of such equipment by Pole (by Utility Pole Number, if available).
  - 8.5.3 List of Nonfunctional Wireless Equipment. Licensee shall provide a list of all Wireless Equipment that has become nonfunctional during the previous 12-month reporting period. The report shall identify the location of such equipment by identifying the specific Pole (by Utility Pole number, if available) on which the nonfunctional equipment is located and provide a description of the nonfunctional equipment.
  - 8.5.4 *Removed Wireless Equipment*. Licensee shall provide a list of all Wireless Equipment removed (and not replaced by substantially similar equipment) from specific Poles (by Utility Pole number, if available) during the previous 12-month reporting period. The report shall identify the Pole from which the equipment was removed, a description of the removed equipment, and indicate the approximate date of removal.

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

#### **ARTICLE 9: SPECIFICATIONS**

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

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

#### **ARTICLE 10: INTERFERENCE**

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

- equipment, Licensee and Utility shall work cooperatively to develop and support access requirements. Such work may require temporarily ceasing wireless operations to comply with such standards.
- Maintenance on Utility's Pole Structures. Utility may, in its sole discretion reasonably exercised, deenergize any pole-mounted Wireless Equipment any time its personnel or contractors are doing maintenance work on such Poles. Utility shall endeavor to provide at least 24 hours' advance notice of planned maintenance work to Licensee's Network Operations Center by voice message or email (see Contact Sheet attached as **Appendix B**). Advance notice of the de-energization of Wireless Equipment need not be provided in Emergency situations.

#### **ARTICLE 11: INSURANCE**

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

11.3 <u>Contractors and Subcontractors</u>. Licensee shall require all of its contractors and their subcontractors performing any work for Licensee under this Agreement to obtain and maintain substantially the same coverage with substantially the same limits as required of Licensee. Prior to any such contractor or its subcontractors performing any work for Licensee under this Agreement, Licensee shall furnish Utility with a Certificate of Insurance for each such contractor or subcontractor.

#### 11.4 Certificate of Insurance; Other Requirements.

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

#### **ARTICLE 12: INDEMNIFICATION AND LIABILITY**

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

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

- 12.1.1 Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents as associated with Licensee's use;
- 12.1.2 Cost of work performed by Utility that was necessitated by Licensee's or another Indemnifying Party's failure to install, maintain, use, transfer, or remove Licensee's Wireless Equipment in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Utility to perform on Licensee's behalf;
- 12.1.3 Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee or other Indemnifying Party pursuant to this Agreement;
- 12.1.4 Liabilities incurred as a result of Licensee's violation, or a violation by an Indemnifying Party of any law, rule, or regulation of the United States, any state, or any other governmental entity or administrative agency.

#### 12.2 Procedure for Indemnification.

- 12.2.1 Utility shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Utility, Utility shall give the notice to Licensee no later than 15 days after Utility receives written notice of the action, suit, or proceeding.
- 12.2.2 Utility's failure to give the required notice will not relieve Licensee from its obligation to indemnify Utility unless, and only to the extent that, Licensee is materially prejudiced by such failure.
- 12.2.3 Licensee will have the right at any time, by notice to Utility, to participate in or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Utility. Utility agrees to cooperate fully with Licensee.
- 12.2.4 If Licensee assumes the defense of a third-party claim as described above, then in no event will Utility admit any liability with respect to, or settle, compromise, or discharge, any third-party claim without Licensee's prior written consent.

#### **ARTICLE 13: LIMITATION OF LIABILITY**

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

#### ARTICLE 14: PERFORMANCE BOND

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

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

#### **ARTICLE 15: TERM**

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

#### **ARTICLE 16: TERMINATION**

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

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

#### ARTICLE 17: DUTIES, RESPONSIBILITIES, AND EXCULPATION

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

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

#### 17.6 Requests to De-Energize.

- 17.6.1 In the event Utility, in its sole discretion, elects to de-energize any equipment or line at Licensee's request and for Licensee's benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in full for all reasonable costs and expenses incurred in order to comply with Licensee's de-energization request. Except during an Emergency, Utility shall provide, upon Licensee's request, an estimate of all costs (including lost revenue) and expenses to be incurred in accommodating Licensee's de-energization request and, upon reviewing such estimate, Licensee shall confirm whether it intends to continue or withdraw such request.
- 17.6.2 Licensee shall not make or break electrical connection at Utility's electric service point at any time without Utility's authorization.
- 17.7 <u>Interruption of Service</u>. In the event that Licensee causes an interruption of service by damaging or interfering with any equipment of Utility's, Licensee at its expense shall immediately do all things reasonable to avoid injury or damages directly resulting therefrom and shall notify Utility immediately.
- 17.8 <u>Duty to Inform</u>. Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations and removals and to engage in operations on Utility's Poles by Licensee's employees, servants, agents, contractors, or subcontractors, and accepts it as its duty and sole responsibility to notify and inform Licensee's employees, servants, agents, contractors, and subcontractors of such dangers, and to keep them informed regarding same.

#### ARTICLE 18: TRANSFERS AND ALLOCATION OF COSTS

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

- its own expense within 40 days after receiving written notice from Utility or within such other time period for the particular type of Transfer as is set out elsewhere in this Agreement ("**Transfer Period**").
- 18.1.2 If Licensee fails to Transfer its Wireless Attachments as required under this Agreement within the requisite Transfer Period, Utility shall have the right to charge Licensee the Failure to Transfer Fee and/or to do the work itself using its own personnel or contractors and charge Licensee 110% of the actual costs incurred. Utility shall not be liable for damage to Licensee's Wireless Equipment except to the extent provided in Article 13.
- 18.2 <u>Allocation of Costs</u>. The costs for any Transfer of Licensee's Wireless Attachments or the modification or replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility, Licensee, or other third-party attacher on the following basis:
  - 18.2.1 If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification or replacement of the Pole, and Licensee shall be responsible for the costs associated with the Transfer of its own Wireless Attachments. Prior to making any such modification or replacement, Utility shall provide Licensee prior written notice in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Wireless Attachments. If Licensee elects to add to or modify its Wireless Attachments within one year after receiving such notice, Licensee shall bear a pro rata share of the costs incurred by Utility in making the space on the Poles accessible to Licensee.
  - 18.2.2 If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for the costs related to the modification or replacement of the Pole and for the costs associated with the Transfer of any third-party attacher's equipment. Licensee must submit to Utility evidence, in writing, that it has made arrangements to reimburse all affected third-party attachers for the cost to Transfer such attacher's equipment. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the Transfer of a third-party attacher's equipment pursuant to this provision.
  - 18.2.3 If the modification or the replacement of a Pole is the result of an additional attachment or the modification of an existing attachment sought by an attacher other than Utility or Licensee, the attacher requesting the additional or modified attachment shall bear the entire cost of the modification or pole replacement as well as the costs associated with the Transfer of Licensee's Wireless Attachments. Licensee shall cooperate with such third-party attacher to determine the costs of the Transfer of Licensee's Wireless Attachments.
  - 18.2.4 If a Pole must be modified or replaced for reasons unrelated to the use of the Pole (e.g., storm, accident, deterioration), Utility shall pay the costs of such modification or replacement; provided however, that Licensee shall be responsible for the costs of the Transfer of its Wireless Attachments.

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

#### 18.4 Emergencies/Advance Notice.

- 18.4.1 The written advance notification requirement of this Article 18 shall not apply in an Emergency. During an Emergency, Utility shall provide such advance notice as is practical, given the urgency of the particular situation including a telephone call to Licensee's emergency number (see Contact Sheet attached as **Appendix B**). Utility shall then provide written notice of any such actions taken within 72 hours following the occurrence.
- 18.4.2 When Utility reasonably determines that a transfer of Licensee's Wireless Facility, or any component thereof, is immediately necessary due to an Emergency, Licensee agrees to allow such Transfer. In such instances, Utility will, at its option, either perform the Transfer using its own personnel and/or contractors or require that Licensee do so immediately. Utility shall not be liable for damage to Licensee's Wireless Equipment except to the extent provided in Section 13.1. Utility shall provide written notice of any such actions taken within 10 days of the occurrence.
- 18.5 <u>Utility Not Required to Relocate</u>. No provision of this Agreement shall be construed to require Utility to relocate its electric facilities on a Pole for Licensee's benefit.

### ARTICLE 19: ATTACHMENT TO AND REPLACEMENT OF DECORATIVE STREETLIGHT POLES

- 19.1 <u>Conditions for Attachment</u>. In the event that no existing Utility Pole or Streetlight Pole is suitable for Licensee's purposes under this Agreement, Licensee may seek a Permit to attach to a Decorative Streetlight Pole or to replace an existing Decorative Streetlight Pole with a "**Replacement Pole**" that would accommodate Licensee's Wireless Attachments. Utility will not issue such a Permit unless all the following conditions are met:
  - 19.1.1 The original equipment manufacturer of the Decorative Streetlight Pole makes hardware specifically for Wireless Facility attachment, and Utility approves such hardware.
  - 19.1.2 The attachment of the Wireless Facility does not change the primary purpose of the Decorative Streetlight Pole, which shall remain the purpose for which the pole was originally installed, or cause the pole to be a "wireless tower or base station," within the meaning of Section 6409(a) of the Spectrum Act, 47 U.S.C. § 1455.
  - 19.1.3 If streetlight fixtures and mast arms are replaced, the replacements shall match the arc and style of the original streetlight fixture and mast arm, unless otherwise approved by Utility. The replacement streetlight fixture and mast arm shall be at the same height above the ground as the existing streetlight fixture and mast arm.

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

    All Replacement Pole heights shall be consistent with those of the poles being replaced or the existing poles in the immediate area and in accordance with any applicable statute or rule of law.
  - 19.2.8 Each Replacement Pole component shall be architecturally compatible to create a cohesive aesthetic.
- 19.3 <u>Cost Responsibility</u>. Licensee shall be solely responsible for the following costs:
  - 19.3.1 The cost of removing the pre-existing Decorative Streetlight Pole in a manner that will allow its reuse and delivering the pole to Utility's storage yard.

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

#### **ARTICLE 20: NOTICES**

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

If to Utility, to: Evansville Water & Light

Attn: Municipal Services Director

31 S Madison St PO Box 529

Evansville, WI 53536]

If to Licensee, to: United States Cellular Operating Company LLC

Attn: Real Estate Lease Administration

8410 W. Bryn Mawr Avenue

Chicago, IL 60631

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

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

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

### **ARTICLE 21: ASSIGNMENT**

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

#### **ARTICLE 22: UNAUTHORIZED WIRELESS ATTACHMENTS**

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

#### **ARTICLE 23: PAYMENT OF TAXES**

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

#### **ARTICLE 24: MISCELLANEOUS PROVISIONS**

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

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

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

[SIGNATURE PAGES FOLLOW]

UTILITY:
City of Evansville, acting in its capacity as a Wisconsin public utility By:
Name:
Title:
Date:

<b>United States Cellular Operating Con</b> By:	npany, LLC
Name:	
Title:	
Date:	

LICENSEE:

# APPENDIX A FEES

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

FEE SCHEDULE		
Permit Application Fee	Initial Application: [\$100] per Pole for collocation on an existing Pole \$1000 per Pole for a new or replacement Pole Modification Application: [\$100] per Pole [2%] annual escalator	
License Fee	[\$250] per Pole per year [2%] annual escalator	
Unauthorized Wireless Attachment Fee	4 times the License Fee amount for each Unauthorized Wireless Attachment	
Failure to Transfer Fee	1/4 of the License Fee amount for each affected Pole for each day, until the Wireless Attachment is transferred, rearranged, or removed	

# ATTACHMENT PERMIT

> Date Application Received by Utility: \_\_\_\_\_

> Date Attachment Permit Issued by Utility: \_\_\_\_\_

oles for Wireless Attachments	Poles for Modifications	Vacated Poles
	_ 1	1
	_ 2	2
	3	3
	_ 4	4
	5	5
E OF UTILITY]		

# APPENDIX B INITIAL CONTACT SHEET

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

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

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

# APPENDIX C ANNUAL REPORT FORM

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

12-Month Reporting Period:	to	
NEW WIRELESS ATTACHMENTS		
Location (by Utility Pole number, if available)	Description	
MODIFICATIONS TO	PRE-EXISTING WIRELESS ATTACHMENTS	
Location (by Utility Pole number, if available)	Description	
NON-FUNO	CTIONAL WIRELESS EQUIPMENT	
Location (by Utility Pole number, if available)	Description	

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

# UPDATED CONTACT SHEET

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

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

# **Darnisha Haley**

**To:** Darnisha Haley

**Subject:** RE: AT&T Contract Ready for Your eSignature

From: ds990y@us.att.com <ds990y@us.att.com>
Sent: Wednesday, March 3, 2021 4:37 PM

To: chad.renly@ci.evansville.wi.gov

Cc: ds990y@us.att.com

Subject: AT&T Contract Ready for Your eSignature

Dear Chad Renly,

The AT&T eSignature process enables you to view and sign this contract with your voice on the phone or through the web.

I, Daniel Smyth, will personally be submitting the credits once this is signed and implemented.

With eSignature, your electronic signature is equivalent to your hand written signature. If you have questions about your contract or eSignature, please contact me at 855-346-2543.

# <u>Contract ID</u> <u>Contract To Sign</u>

7870287 Centrex

## **Choices:**

## To sign via phone:

- 1. Dial 1-866-374-4633 or 1-866-eSigned.
- 2. When prompted, **enter** or **say** the digits of the **Contract ID**(s) above.

# To sign via web:

- 1. To log into eSign, use **esign2297917** as your UserID.
- 2. To obtain your password check your email for Subject: **Your Login to AT&T eSignature is Enabled**.
  - 3. With your login and password open this link and follow the instructions.

Thank you for using AT&T!

Sincerely,

DANIEL SMYTH NON-EMPLOYEE SUPERVISOR AT&T Services, Inc. 855-346-2543 ds990y@us.att.com

# Disclaimer:

This message and any attachments to it contain PRIVILEGED AND CONFIDENTIAL CLIENT INFORMATION AND/OR CONTRACT DOCUMENTATION, solely intended for parties with a need to know. *Any attached contracts may not be altered.* 





Contract Id: 7870287



# AT&T ILEC CENTREX SERVICE

#### **Confirmation of Service Order**

#### **Pursuant to Standard Service Publication Rates and Terms**

Customer	AT&T	
City of Evansville	AT&T ILEC Service-Providing Affiliate	
Street Address: 31 S Madison St		
City: Evansville State/Province: WI		
Zip Code: 53536 Country: USA		
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices  Primary Contact AT&T	
Name: Chad Renly	Name: Daniel Smyth	
Title: Municiapl Services Director	Street Address: 4902 W Sligh Ave	
Street Address: 535 S Madison St	City: Tampa State/Province: FL	
City: Evansville	Zip Code: 33634 Country: USA	
State/Province: WI	Telephone: 8554330400 Fax:	
Zip Code: 53536	Email: ds990y@att.com	
Country: USA	Sales/Branch Manager: Dawn Rodgers SCVP Name: Edward Vazquez	
Telephone: 6084901313	Sales Strata: LED Sales Region: MW	
Fax: 6088822286	With a copy to:	
Email: chad.renly@ci.evansville.wi.gov	AT&T Corp.	
Customer Account Number or Master	One AT&T Way	
Account Number: 6088822281336 & 6088820560842	Bedminster, NJ 07921-0752	
	ATTN: Master Agreement Support Team	
ATOT Calution Duration on Department in Information (if condicable	Email: mast@att.com	
AT&T Solution Provider or Representative Information (if applicable)		
Name: Company Name:		
Agent Street Address: City: State: Zip Code:		
Telephone: Fax: Email: Agent Code		

Customer agrees to purchase Service according to the prices, terms and conditions set forth in this Service Agreement, as well as the AT&T Business Service Agreement ("BSA") <a href="http://www.corp.att.com/agreement/docs/serviceagreement\_2009.pdf">http://www.corp.att.com/agreement/docs/serviceagreement\_2009.pdf</a>, which is incorporated herein by this reference.

The order of priority of the documents is: the applicable Service Publication(s), this Service Agreement, and then the BSA.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed	Printed or Typed
Name:	Name:
Title:	Title:
Date:	Date:

Contract Id: 7870287

#### AT&T ILEC CENTREX SERVICE

# Confirmation of Service Order

# **Pursuant to Standard Service Publication Rates and Terms**

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

Service	Centrex Service
Service Provider	The Wisconsin Bell, Inc. d/b/a AT&T Wisconsin
Service Publications	Tariff WI PSC #20, Part 5, Section 1: http://www.att.com/gen/public-affairs?pid=9700

#### 2. SERVICE TERM, EFFECTIVE DATES AND LINE COMMITMENT

Minimum Payment Period (Service Term)	the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability
Start Date of Minimum Payment Period	Effective Date of this Confirmation of Service Order
Effective Date of Rates	Start Date of the Minimum Payment Period
Rate Stabilization per Service Component	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
Rates Following end of Minimum Payment Period	applicable Service Publication rates then in effect
Line Commitment* and Line Commitment Start	7 following Start Date of Minimum Payment Period
Date	
*Does not apply for 12 and 24 month Service Term	

#### 3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period
All Service components	85%	36 months

<sup>\*</sup>The early termination charge will be equal to the stated percentage of the Monthly Recurring Rates for the terminated Service multiplied by the number of months remaining in the Minimum Payment Period at the date of termination.

#### 4. UNDER UTILIZATION CHARGE

Under Utilization Charge	If th	e numbe	er of	lines	billed	in	а	month	is	fewer	than	the	Line	Commitment,	Customer	shall	pay:
	Unde	r Utilizati	on Ch	arge =	contra	cted	mo	onthly C	entr	ex Line	price	x (Lir	ne Cor	nmitment quan	tity – actual	lines b	illed).

## 5. LOCATION OF SERVICE

Service Location (if different than Customer address):

#### 6. RATES

Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	The Monthly Recurring Rate, and the Optional System Feature/Optional Line Feature rates as shown for 36 month Term Payment Plan in the Service Publication, may vary during the Service Agreement Term, but will not exceed applicable rates on the Effective Date.

For internal use only	1
Billing Telephone Number for Existing service, if applicable:	(608) 882 – 2281
Program Code:	
Order Type:	<ul><li>New Install</li><li>□ Conversion from Month-to-Month</li><li>☑ Renewal</li><li>□ Recast</li></ul>

#### **End of Document**

AT&T and Customer Confidential Information Standard

<sup>\*&</sup>quot;Monthly Recurring Rate" is the sum of network access monthly price and contracted monthly Centrex Line charge.

March 5, 2021

City of Evansville 31 South Madison Street P.O. Box 76 Evansville, WI 53536

Attention: Ms. Darnisha Haley, City Clerk

Subject: Analysis of Bids and Recommendation for Award of Contracts; 2021

Street & Utility Improvements - 1st & 2nd Street, Badger Drive Intersection, Wind Prairie Multi-Use Path and Maple & Main Street

Sidewalk; City of Evansville

Bid Deadline: February 25, 2021 at 2:00 p.m. local time

#### Ladies and Gentlemen:

The purpose of this letter is to analyze the bids received for the 2021 Street & Utility Improvements project and to recommend award of a contract. This project involves complete water main reconstruction, sanitary sewer reconstruction, storm sewer reconstruction, new crushed aggregate base course, new curb & gutter, new sidewalk, new asphalt pavement, and grass restoration along 1st Street from its intersection with Liberty Street to Old Highway 92, and 2nd Street from its intersection with Liberty Street to Old Highway 92. The Wind Prairie multi-use path and Badger Drive intersection involves new crushed aggregate base course and new asphalt pavement. The work on Main Street from 5th Street to Maple Street, and Maple Street from Main Street to Water Street involves spot repair to concrete sidewalk and constructing new sidewalk where none currently exists. Supplemental items include property corner replacement, removal and disposal of unsuitable trench backfill, rock excavation and disposal, supplemental backfill material, styrofoam insulation, corporation stops, curb stops and copper water service laterals, core connection into existing manhole, and remove and replace block retaining wall.

The pre-bid estimate for the base bid was \$2,598,232.50. Twenty-four general contractors, subcontractors, and material suppliers requested sets of the plans, specifications and bidding documents. Three contractors submitted bids.

#### A summary of the bids is as follows:

Contractor	Base Bid	Supplemental Bid Total
Rock Road Companies, Inc.	\$2,349,711.64	\$45,558.30
Maddrell Excavating, LLC	\$2,404,397.68	\$44,605.00
E&N Hughes Co., Inc.	\$2,777,393.12	\$100,155.00

All of the bids were properly submitted. The low bidder, using the base bid and supplemental bid, is Rock Road Companies, Inc. of Janesville, Wisconsin. A utility and street contractor that has satisfactorily completed street and utility projects in several other communities, including pavement improvements for the City. We recommend that Rock Road Companies, Inc. be awarded a contract for the base bid, plus the supplemental bids, for a total of \$2,395,269.94.

This will be a unit price contract. That is, the contractor will be paid for the work actually performed on the basis on the unit prices bid. This means that the final line item costs could be either greater than or less than the bid totals. Also, unexpected conditions are sometimes encountered which result in increased project costs. Therefore, it would be wise to continue to carry the recommended 10% contingency.

If you have any questions with respect to our thoughts on this matter, I am available at your convenience to discuss them with you.

Very truly yours,

TOWN & COUNTRY ENGINEERING, INC.

Nick Bubolz, P.E. Project Engineer

NRB:sai

J:\JOB#S\Evansville\EV-87-M4 2021 Street and Utility Improvements\Bidding\Recommendation Ltr.docx

# CITY OF EVANSVILLE ORDINANCE #2021-02

#### AN ORDINANCE AMENDING ORDINANCE NUMBER 2021-01

The Common Council of the City of Evansville, Rock County, Wisconsin, having enacted ordinance number 2021-01 on February 9, 2021, hereby amends said ordinance as follows:

Evansville Municipal Code, Article IX of Chapter 106 shall be repealed and recreated as follows:

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

#### 106-380: Definitions

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

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

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

<u>Applicant</u> means a person or entity filing an application for a wireless permit under this Article.

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

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

FCC means the Federal Communications Commission.

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

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

<u>Right-of-Way</u> means the surface of, and the space above and below the entire width of an improved or unimproved public roadway, highway, street, bicycle lane, landscape terrace, shoulder, side slope, public sidewalk, or public utility easement over which the

City of Evansville exercises any rights of management and control or in which the City of Evansville has an interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Wireless Provider</u> means a wireless infrastructure provider or a wireless services provider.

<u>Wireless Regulations</u> means those regulations adopted pursuant to Section 106-384(b)(1) to implement the provisions of this Article.

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

<u>Wireless Service Provider</u> means a person or entity that provides wireless services.

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

## 106-381: Purpose

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

#### 106-382: Scope

- (a) **Applicability**. Unless exempted by subsection (b), below, every person who wishes to place a wireless facility in the right-of-way or modify an existing wireless facility in the right-of-way must obtain a wireless permit under this Article.
- (b) **Exempt Facilities**. The provisions of this Article (other than Sections 106-388 thru 106-392) shall not be applied to applications for the following:
  - (1) Installation, maintenance, operation, or replacement of a small wireless facility strung on cables between two existing utility poles in compliance with the National Electrical Safety Code, provided that the small wireless facility does not exceed 24 inches in length, 15 inches in width, and 12 inches in height and has no exterior antenna longer than 11 inches.
  - (2) Installation of a mobile cell facility (commonly referred to as "cell on wheels" or "cell on truck") for a temporary period in connection with an emergency or event, but no longer than required for the emergency or event, provided that

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

- (3) Placement or modification of a wireless facility by City of Evansville staff or any person performing work under contract with the City of Evansville.
- (4) The replacement of an existing small wireless facility with a small wireless facility that is substantially similar to, or the same size or smaller than, the existing small wireless facility, provided that there is no change to the support structure on which the small wireless facility is placed.
- (5) Routine maintenance of a wireless facility.
- (c) Placement on City of Evansville-Owned or –Controlled Support Structures. Any applicant who wishes to place wireless equipment on a support structure owned or controlled by the City of Evansville, including governmental poles and utility poles for designated services, must obtain a wireless permit under this Article and enter into an agreement with the City of Evansville. The agreement shall include provisions regarding make-ready work and specify the compensation to be paid to the City of Evansville for use of the support structure in accordance with the standards set out in Wis. Stat. § 66.0414(4), as amended. Unless prohibited by state or federal law, the person or entity seeking the agreement shall reimburse the City of Evansville for all costs the City of Evansville incurs in connection with its review of and action upon the request for an agreement.

#### 106-383: Nondiscrimination

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

## 106-384: Administration

- (a) **Administrator**. The administrator is responsible for administering this Article.
- (b) **Powers**. As part of the administration of this Article, the administrator may:
  - (1) Recommend for approval wireless regulations governing the placement and modification of wireless facilities in addition to but consistent with the requirements of this Article, including regulations governing collocation, the resolution of conflicting applications for placement of wireless facilities, and aesthetic standards. The regulations must be adopted by Common Council.
  - (2) Interpret the provisions of the Article and the wireless regulations.
  - (3) Develop forms and procedures for submission of applications for wireless permits consistent with this Article.
  - (4) Collect any fee required by this Article.

- (5) Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with state and federal laws and regulations.
- (6) Issue notices of incompleteness or requests for information in connection with any wireless permit application.
- (7) Select and retain an independent consultant or attorney with expertise in telecommunications to review any issue that involves specialized or expert knowledge in connection with any permit application.
- (8) Coordinate and consult with other City of Evansville staff, committees, and governing bodies to ensure timely action on all other required permits under Section 106-385(b)(11) of this Article.
- (9) Negotiate agreements for the placement of wireless equipment on governmental poles or utility poles for designated. Such agreement shall be approved by Common Council.
- (10) Subject to appeal as provided in Section 106-387(e) of this Article, determine whether to grant, grant subject to conditions, or deny an application.
- (11) Take such other steps as may be required to timely act upon wireless permit applications, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

#### 106-385: Application

- (a) **Format.** Unless the wireless regulations provide otherwise, the applicant must submit both a paper copy and an electronic copy (in a searchable format) of any application, as well as any amendments or supplements to the application or responses to requests for information regarding an application, to the Administrator. An application is not complete until both the paper and electronic copies are received by the Administrator.
- (b) **Content.** In order to be considered complete, an application must contain:
  - (1) All information required pursuant to the wireless regulations.
  - (2) A completed application cover sheet signed by an authorized representative of the applicant.
  - (3) The name of the applicant (including any corporate or trade name), and the name, address, email address, and telephone number of a local representative and of all duly authorized representatives and consultants acting on behalf of the applicant with respect to the filing of the application. If the applicant is a wireless infrastructure provider, the name and contact information for the wireless service provider(s) that will be using the wireless facility must also be provided.
  - (4) A statement of which state or federal deadline(s) apply to the application.

- (5) A separate and complete description of each proposed wireless facility and the work that will be required to install or modify it, including but not limited to detail regarding proposed excavations, if any; detailed site plans showing the location of the facility and technical specifications for each element of the facility, clearly describing the site and all structures and equipment at the site before and after installation or modification and identifying the owners of such preexisting structures and equipment; and describing the distance to the nearest residential dwelling unit. Before and after 360-degree photo simulations must be provided for each facility.
- (6) A certification by the applicant that the wireless facility will not materially interfere with the safe operation of traffic control equipment or sight lines or clear zones for transportation of pedestrians, and will fully comply with the federal Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
- (7) A certification by the applicant that the wireless facility will comply with relevant FCC regulations concerning radio frequency emissions from radio transmitters and unacceptable interference with public safety spectrum, including compliance with the abatement and resolution procedures for interference with public safety spectrum established by the FCC set forth in 47 C.F.R. §§ 22.97 to 22.973 and 47 C.F.R. §§ 90.672 to 90.675.
- (8) A statement that the wireless facility will comply with the state electrical wiring code, as defined in Wis. Stat. § 101.80(4), as amended; the state plumbing code specified in Wis. Stat. § 145.13, as amended; the fire prevention code under Wis. Admin. Code § SPS 314, as amended; the Wisconsin commercial building code under Wis. Admin. Code §§ SPS 361 to 366, as amended; the Wisconsin uniform dwelling code under Wis. Admin. Code §§ SPS 320 to 325, as amended; and all local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons.
- (9) A structural report performed by a professional engineer registered in the State of Wisconsin evidencing that the support structure on which the wireless equipment will be mounted will structurally support the equipment, or that the structure may and will be modified to meet structural requirements, in accordance with applicable codes, including the National Electric Safety Code and the National Electric Code.
- (10) If the support structure on which the wireless equipment will be mounted is owned by a third party, a certification that the applicant has permission from the owner to mount its equipment on the structure. This is not required if the support structure is a governmental pole or a utility pole for designated services, as permission will be evidenced by the executed attachment agreement referenced in Section 106-382(c).

- (11) To the extent that filing of the wireless permit application establishes a deadline for action on any other permit that may be required in connection with the wireless facility, the application must include complete copies of applications for every required permit (including without limitation electrical permits, building permits, traffic control permits, and excavation permits), with all engineering completed.
- (12) Payment of all required fees.
- (c) **Waivers**. Requests for waivers from any requirement of this Section 106-385 shall be made in writing to the Administrator. The Administrator may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of the waiver, the City of Evansville will be provided with all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the wireless permit sought.
- (d) **Eligible Facilities Requests**. If the applicant asserts in writing that its application is an eligible facilities request, the City of Evansville will only require the applicant to provide that information set forth in subsection (b) above to the extent reasonably related to determining whether the request meets the definition of "eligible facilities request" under 47 C.F.R. § 1.6100(b)(3). The applicant will be required to submit evidence that the application relates to an existing tower or base station that has been approved by the City of Evansville. Before and after 360-degree photo simulations must be provided with detailed specifications demonstration that the modification does not substantially change the physical dimensions of the existing approved tower or base station.
- (e) **Fees**. Applicant must pay an application fee in an amount set by the common council to allow recovery of the City of Evansville's direct costs of processing the application, subject to the limits contained in state and federal law, including Wis. Stat. § 66.0414(3)(d), as amended.
- (f) **Public Records**. Applications are public records that may be made publicly available pursuant to state and federal public records law. Notwithstanding the foregoing, the applicant may designate portions of the application materials that it reasonably believes contain proprietary or confidential information by clearly marking each portion of such materials accordingly, and the City of Evansville shall endeavor to treat the information as proprietary and confidential, subject to applicable state and federal public records laws and the Administrator's determination that the applicant's request for confidential or proprietary treatment of the application materials is reasonable. The City of Evansville shall not be required to incur any costs to protect the application from disclosure.

#### 106-386: General Standards

- (a) **Generally**. Wireless facilities shall meet the minimum requirements set forth in this Article and the wireless regulations, in addition to the requirements of any other applicable law or regulation.
- (b) **Regulations**. The wireless regulations and decisions on wireless permits shall, at a minimum, ensure that the requirements of this Article are satisfied, unless it is

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

### (c) Standards.

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

- (2) In no event may ground-mounted equipment interfere with pedestrian or vehicular traffic and at all times must comply with the requirements of the Americans with Disabilities Act of 1990.
- (3) Wireless facilities and equipment shall minimize visual impacts, and ensure compliance with all standards for noise emissions. Unless it is determined that another design is less intrusive, or placement is required under applicable law:
  - (A) A new wireless facility must be constructed with materials and colors that match or blend with the surrounding natural or built environment, to the maximum extent practicable. Unless otherwise required, dark greens, dark browns, or other muted colors, earth tones, and subdued hues shall be used
  - (B) wireless equipment placed elsewhere on a support structure shall be integrated into the structure, or be designed and placed to minimize visual impacts.
  - (D) Wiring and cabling shall blend with the support structure or and concealed to the greatest extent possible.
- (d) **Standard Permit Conditions**. All wireless permits, whether granted under this Article or deemed granted by operation of state or federal law, are issued subject to the following minimum conditions:
  - (1) **Compliance**. The permit holder shall at all times maintain compliance with all applicable Federal, State, and local laws, regulations, and other rules.
  - (2) **Construction Deadline**. The permit holder shall commence the activity authorized by the permit no later than 365 days after the permit is granted and shall pursue work on the activity until completion.
  - (3) **Contact Information**. The permit holder shall at all times maintain with the City of Evansville accurate contact information for the permit holder and all wireless service providers making use of the facility, which shall include a phone number, mailing address, and email address for at least one natural person.
  - (4) **Emergencies**. The City of Evansville shall have the right to support, repair, disable, or remove any elements of the facilities in emergencies or when the facility threatens imminent harm to persons or property.
  - (5) **Indemnification**. The permit holder, by accepting a permit under this Article, agrees to indemnify and hold harmless the City of Evansville, its elected and appointed officials, officers, employees, agents, representatives, and volunteers (collectively, the "Indemnified Parties") from and against any and all liability and loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of rights-of-way by the permit holder or anyone acting under its direction or control or on its behalf arising out of the rights and privileges granted under this Article, even if liability is also sought to be imposed on one or more of the Indemnified Parties. The obligation to indemnify, and hold harmless the Indemnified Parties shall be applicable even if

- the liability results in part from an act or failure to act on the part of one or more of the Indemnified Parties. However, the obligation does not apply if the liability results from the sole negligence or willful misconduct of an Indemnified Party.
- (6) Adverse Impacts on Adjacent Properties. The permit holder shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the facility.
- (7) **General Maintenance**. The wireless facility and any associated structures shall be maintained in a neat and clean manner and in accordance with all approved plans and conditions of approval.
- (8) **Graffiti Removal**. All graffiti on facilities shall be removed at the sole expense of the permit holder within 48 hours after notification from the City of Evansville.
- (9) **Relocation**. At the request of the City of Evansville pursuant to Section 106-389 of this Article, the permit holder shall promptly and at its own expense permanently remove and relocate its wireless facility in the right-of-way.
- (10) **Abandonment**. The permit holder shall promptly notify the City of Evansville whenever a facility has not been in use for a continuous period of 60 days or longer and must comply with Section 106-390 of this Article.
- (11) **Restoration**. A permit holder who removes or relocates a facility from the right-of-way or otherwise causes any damage to the right-of-way in connection with its activities under this Article must restore the right-of-way in accordance with Section 106-391 of this Article.
- (12) **Record Retention**. The permit holder shall retain full and complete copies of all permits and other regulatory approvals issued in connection with the facility, which includes without limitation all conditions of approval, approved plans, resolutions, and other documentation associated with the permit or regulatory approval. In the event the City of Evansville cannot locate any such full and complete permits or other regulatory approvals in its official records, and the permit holder fails to retain full and complete records in the permit holder's files, any ambiguities or uncertainties that would be resolved through an examination of the missing documents will be conclusively resolved against the permit holder.
- (13) **Radio Frequency Emissions**. Every wireless facility shall at all times comply with applicable FCC regulations governing radio frequency emissions, and failure to comply with such regulations shall be treated as a material violation of the terms of the permit.
- (14) **Certificate of Insurance**. A certificate of insurance sufficient to demonstrate to the satisfaction of the Administrator that the applicant has the

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

# 106-387: Application Processing and Appeal

- (a) **Rejection for Incompleteness**. Notices of incompleteness shall be provided in conformity with state, local, and federal law, including 47 C.F.R. § 1.6003(d) and Wis. Stat. § 66.0414(3)(c), as amended.
- (b) **Processing Timeline**. Wireless permit applications (including applications for other permits under Section 106-385(b)(11) necessary to place or modify the facility) and appeals will be processed in conformity with the deadlines set forth in state, local, and federal law, as amended, unless the applicant and the City of Evansville agree to an extension.
- (c) **Public Hearing.** Prior to the approval or denial of an application, a public hearing shall be held for public comment. The public hearing will be held at a City of Evansville Plan Commission meeting that allows for the issuing of a timely decision on the application pursuant to the terms of this article and pursuant to Wisconsin Statutes. The Administrator shall give public notice at least seven days prior to public hearing by publication of a class 1 notice under Wis. Stat. § ch. 985. In addition, at least ten days before the public hearing, the public notice shall be mailed to all property owners within 250 feet.
- (d) **Written Decision**. In the event that an application is denied (or approved with conditions beyond the standard permit conditions set forth in Section 106-386(d), the Administrator shall issue a written decision with the reasons therefor, supported by substantial evidence contained in a written record. If the permit is for a small wireless facility, the applicant may cure the deficiencies identified in the written decision denying the permit and re-submit the application no later than 30 days after receipt without being required to pay an additional application fee.
- (e) **Appeal to City Council**. Any person adversely affected by the decision of the Administrator may appeal that decision to the City Council, which may decide the issues *de novo*, and whose written decision will be the final decision of the City. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the wireless facility. If an applicant contends that denial of the application would prohibit or effectively prohibit the provision of service in violation of federal law, or otherwise violate applicable law, the documentation accompanying the appeal must include that contention and provide all evidence on which the applicant relies in support of that claim.

#### (f) **Deadline to Appeal**.

- (1) Appeals that involve eligible facilities requests must be filed within three business days of the written decision of the Administrator.
- (2) All other appeals not governed by Subsection(f)(1), above, must be filed within seven business days of the written decision of the Administrator, unless the

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

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

#### **106-388: Revocation**

- (a) **Revocation for Breach**. A wireless permit may be revoked for failure to comply with the conditions of the permit or applicable federal, state, or local laws, rules, or regulations. Upon revocation, the facilities for which the permit has been revoked must be removed within 30 days of receipt of written notice from the City of Evansville. All costs incurred by the City of Evansville in connection with the revocation, removal, and right-of-way restoration shall be paid by the permit holder.
- (b) **Failure to Obtain Permit**. Unless exempted from permitting by Section 106-382(b) of this Article, a wireless facility installed without a wireless permit must be removed within 30 days of receipt of written notice from the City of Evansville. All costs incurred by the City of Evansville in connection with the notice, removal, and right-of-way restoration shall be paid by the entities who own or control any part of the wireless facility.

#### **106-389: Relocation**

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

#### 106-390: Abandonment

- (a) **Cessation of Use**. In the event that a permitted facility within the right-of-way is not in use for a continuous period of 60 days or longer, the permit holder must promptly notify the City of Evansville and do one of the following:
  - (1) Provide information satisfactory to the Administrator that the permit holder's obligations for its facilities under this Article have been lawfully assumed by another permit holder.

- (2) Submit to the Administrator a proposal and instruments for dedication of the facilities to the City of Evansville. If a permit holder proceeds under this section, the City of Evansville may, at its option:
  - (A) Accept the dedication for all or a portion of the facilities;
  - (B) Require the permit holder, at its own expense, to remove the facilities and perform the required restoration under Section 106-391; or
  - (C) Require the permit holder to post a bond or provide payment sufficient to reimburse the City of Evansville for reasonably anticipated costs to be incurred in removing the facilities and undertaking restoration under Section 106-391.
- (3) Remove its facilities from the right-of-way within one year and perform the required restoration under Section 106-391, unless the Administrator waives this requirement or provides a later deadline.
- (b) **Abandoned Facilities**. Facilities of a permit holder who fails to comply with Section 106-390 and which, for one year, remain unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. In addition to any remedies or rights it has at law or in equity, the City of Evansville may, at its option:
  - (1) abate the nuisance and recover the cost from the permit holder or the permit holder's successor in interest;
  - (2) take possession of the facilities; and/or
  - (3) require removal of the facilities by the permit holder or the permit holder's successor in interest.

### **106-391: Restoration**

In the event that a permit holder removes or is required to remove a wireless facility from the right-of-way under this Article (or relocate it pursuant to Section 106-389), or otherwise causes any damage to the right-of-way in connection with its activities under this Article, the permit holder must restore the right-of-way to its prior condition in accordance with City of Evansville specifications. However, a support structure owned by another entity authorized to maintain that support structure in the right-of-way need not be removed but must instead be restored to its prior condition. If the permit holder fails to make the restorations required by this section, the City of Evansville at its option may do such work after providing 15 days' written notice to the permit holder. In that event, the permit holder shall pay to the City of Evansville, within 30 days of billing therefor, the cost of restoring the right-of-way.

## 106-392: Severability

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

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

This Ordinanc	ee shall be in full force and effect	et upon passage and publication
Passed and ad	opted this day of	, 2021.
William C. Hu	urtley, Mayor	
Darnisha Hale	ey, City Clerk	
Introduced: Adoption: Publication:	0/00/2021 0/00/2021 0/00/2021	

# Chapter 6

## ALCOHOL BEVERAGES<sup>1</sup>

#### **Article I. In General**

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Sec. 6-44.	Operator's license.
Secs. 6-456-60.	Reserved.

Division 2. Permit for Consumption in Public Parks

<sup>&</sup>lt;sup>1</sup> **Cross references:** Businesses, Ch. 22; alcohol beverage or refreshments at cemeteries, § 26-12.

Secs. 6-61--6-62. Reserved.

Sec. 6-63. Eligibility; application; issuance.

Sec. 6-64. Reserved

#### ARTICLE I. IN GENERAL

#### Division 1 – Generally

#### Sec. 6-1. Adoption of state law.

The provisions of Wis. Stats. Ch. 125 defining, describing and regulating the sale, procurement, dispensing, consumption and transfer of alcohol beverages, including provisions relating to underage persons, are adopted and made a part of this section by reference. Violation of any such provisions shall constitute a violation of this section. Penalties for violations by or relating to sale, procurement, dispensing or transfer to underage persons shall strictly conform to the penalties imposed for violations of identical offenses defined and described in Wis. Stats. Ch. 125, adopted in this section.

(Code 1986, § 12.04(1))

#### Sec. 6-2. Regulations pertaining to licensed premises.

(a) —Unlawful or disorderly conduct prohibited. Premises licensed under this chapter shall, at all times, be conducted in an orderly manner, and no unlawful conduct, either under municipal ordinance or state law, shall be allowed at any time on any licensed premises.

(b) **Sales by clubs**. No club shall sell intoxicating liquors or fermented malt beverages except to members and guests invited by members.

(c) —Payment of state liquor taxes. No licensee shall possess or sell or offer for sale any intoxicating liquor upon which the state tax established by Wis. Stats. Ch. 139 has not been paid.

(d) **–Dancing**. No dancing by patrons or entertainers shall be permitted on premises for which a class "A" license has been granted.

#### (e) Sale of commodities other than alcohol beverages.

(1) —No holder of a class "B" liquor license shall sell any commodity other than such commodities as such "class B" liquor and class "B" fermented malt beverages license permits; provided the holder of such license may also sell tobacco for retail use and smoking accessories. No holder of a "class B" liquor license shall conduct any other business except pool, billiards or a bowling alley in the premises for which such license is granted.

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(2) –This subsection shall not apply to restaurants or hotels, which may sell or dispose of food under their restaurant or hotel licenses.

(f) —Closing hours. No premises for which a retail liquor or fermented malt beverage license has been issued shall remain open nor shall any intoxicating liquor or fermented malt beverages be sold or dispensed:

(1) —Class A license. If a class A license, between 9:00 p.m. Saturday evening and 6:00 a.m. on Sunday, and on weekdays between 9:00 p.m. and 6:00 a.m. the next day, provided this subsection shall not prohibit drugstores holding such class A license from remaining open on Sundays and beyond the hours set forth in this subsection for the conduct of business other than that provided for by such class A license.

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(2) -Class B license.

a. –If a class B license, on Saturdays and Sundays between 2:30 a.m. and 6:00 a.m., and on weekdays between 2:00 a.m. and 6:00 a.m. On January 1, premises operating under a class B license are not required to close. No package, container or bottle sales may be made after midnight.

b. –This subsection shall not prohibit restaurants, bowling alleys or similar establishments holding class B licenses from remaining open beyond the hours set forth for the conduct of business other than that provided for by such class B license.

(3) — Christmas Eve. No person having a class A license shall sell or dispense liquor or fermented malt beverages after 6:00 p.m. on Christmas Eve.

(g) – Violations by agents or employees. A violation of this section, section 6-1, or article II, division 1 of this chapter by an authorized agent or employee of a licensee shall constitute a violation by the licensee.

(Code 1986, § 12.04(12)(a), (c), (e)--(g), (13), (18), Ord 2012-23)

#### Sec. 6-3. Consumption in public place.

No person shall drink or carry for the purpose of immediate consumption in any container an alcohol beverage upon the streets, sidewalks, parks, public parking lots, public buildings or public school property within the city.

(Code 1986, § 9.17(1), (2)(a))

Division 2 – Hosting Gatherings Involving Underage Possession and Consumption of Alcohol

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#### Sec 6-4 Purpose and Finding.

The City Council of the City of Evansville, Wisconsin intends to discourage underage possession and consumption of alcohol, even if done within the confines of a private residence, and intends to hold persons civilly responsible who host events or gatherings where persons under 21 years of age possess or consume alcohol or consume alcohol regardless of whether the person hosting the event or gathering supplied the alcohol. The City Council of Evansville finds:

Events and gatherings held on private or public property where alcohol is possessed or consumed by persons under the age of twenty-one are harmful to those persons and constitute a potential threat to public health requiring prevention or abatement.

Prohibiting hosting underage consumption acts to protect underage persons, as well as the general public, from injuries related to alcohol consumption, such as alcohol overdose or alcohol-related traffic collisions.

Alcohol is an addictive drug which, when used irresponsibly, does have drastic effects on those who use it as well as those who are affected by the actions of an irresponsible user.

Often, events or gatherings involving underage possession and consumption occur outside the presence of parents. However, there are times when the parent(s) is/are present and condone the activity, and in some circumstances, provide the alcohol.

A deterrent effect is created by holding a person responsible for hosting an event or gathering where underage possession or consumption occurs.

[Ord. 2012-17]

#### Sec 6-5 Definitions.

For purposes of this division, the following terms have the following meanings:

- (a) Alcohol. "Alcohol" means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.
- (b) Alcoholic Beverage. "Alcoholic Beverage" means alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.
- (c) <u>Event or Gathering.</u> "Event or Gathering" means any group of two or more persons who have assembled or gathered together for a social occasion or other activity.

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(d) Host or Allow. "Host" or "Allow" means to aid, conduct, entertain, organize, Formatted: Font: Italic, Underline supervise, control or permit a gathering or event. Formatted: Font: Italic, Underline Formatted: Font: Italic, Underline (e) Parent. "Parent" means any person having legal custody of a juvenile: Formatted: Font: Italic, Underline As natural, adoptive parent or step-parent As a legal guardian; or As a person to whom legal custody has been given by order of the Court (f) Residence, Premises or Public or Private Property. "Residence", "Premises", Formatted: Font: Italic, Underline or "Public or Private Property" means any home, yard, farm, field, land, apartment, condominium, hotel or motel room or other dwelling unit, or a hall or meeting room, park or any other place of assembly, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented or used with or without permission or compensation. (g) Underage Person. "Underage Person" means a person who has not attained the Formatted: Font: Italic, Underline legal drinking age. (h) Present. "Present" means being at hand or in attendance. Formatted: Font: Italic, Underline (i) In Control. "In control" means the power to direct, manage, oversee and/or Formatted: Font: Italic, Underline restrict the affairs, business or assets of a person or entity. Option 1 Formatted: Highlight Class A- means sale for consumption off the premises. Examples: Liquor stores, Formatted: Font: Italic, Underline grocery stores or convenience stores. See (Sec. 125.25, Wis. Stats.) & (Sec. 125.51(2), Wis. Stats.) for more details. Class B- means for consumption on or off premises. Examples: Restaurants, bars Formatted: Font: Italic, Underline or taverns. See (Sec. 125.26, Wis. Stats.) & (Secs. 125.51(3), 125.51(3r), Wis. Stats.) for more details Or Option 2 Formatted: Highlight Class "A" - Class "A" fermented malt beverage licenses allow retail sale of Formatted: Font: Italic, Underline fermented malt beverages (beer) for consumption off the premises. Examples: grocery or Formatted: Underline convenience stores. (Sec. 125.25, Wis. Stats.) Formatted: Font: Italic, Underline "Class A" – "Class A" liquor licenses allow retail sale of intoxicating liquor Formatted: Font: Italic, Underline (including wine) for consumption off the premises. Examples: liquor stores or grocery stores with full liquor sales sections. (Sec. 125.51(2), Wis. Stats.) <u>Class "B"- Class "B" fermented malt beverage licenses allow retail sale of</u> Formatted: Underline fermented malt beverages (beer) for consumption on or off the premises. Examples: Formatted: Font: Not Italic restaurants, "beer bars." (Sec. 125.26, Wis. Stats.)

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(m) \_\_"Class B"- "Class B" liquor licenses allow retail sale of intoxicating liquor (including wine) for consumption on the premises, and wine in original sealed containers for consumption off the premises. If the municipality elects to, it may also permit sale of intoxicating liquor in any quantity, in the original sealed container, for consumption off the premises. Check local ordinances for the allowance. State law also allows carryout of a single, opened (resealed) bottle of wine if sold with a meal at either a "Class B" or "Class C" licensed premises. Examples: taverns and restaurants with alcohol beverage service. (Secs. 125.51(3), 125.51(3r), Wis. Stats.)

{(Ord. 2012-17, Ord. 2021-03)}

#### Sec 6-6 Prohibited Acts.

It is unlawful for any person(s) to: host or allow an event or gathering at any residence, premises or on any other private or public property where alcohol or alcoholic beverages are present when the person knows that an underage person will or does (i) consume any alcohol or alcoholic beverage; or (ii) possess any alcohol or alcoholic beverage with the intent to consume it; and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).

- (a)—\_A person is in violation of this section if the person intentionally aids, advises, hires, counsels or conspires with or otherwise procures another to commit the prohibited act.
- **(b)**—\_A person who hosts an event or gathering does not have to be present at the event or gathering to be responsible.

[Ord. 2012-17]

# Sec 6-7 Exceptions.

- (a)—\_\_This division does not apply in cases where a person procures for, sells, dispenses of or gives away alcohol beverage to an underage person in the direct company of his or her parent, guardian or spouse who has attained the legal drinking age, who has consented to the underage person acquiring or consuming the alcohol beverages and is in a position to observe and control the underage person.
- **(b)**—\_This division does not apply to legally protected religious observances.
- (c)—\_This division does not apply to situations where underage persons are lawfully in possession of alcohol or alcoholic beverages during the course and scope of employment.

[Ord. 2012-17]

#### Sec 6-8 Penalties.

An adult who violates any provision of this section must appear in municipal court and is subject to the following penalties:

- (a) A forfeiture of not more than \$500 if the adult has not committed a previous violation within 30 months of the violation.
- (b) Fined not more than \$500 if the adult has committed a previous violation within 30 months of the violation.
- (c) Fined not more than \$1,000 if the adult has committed two previous violations within 30 months of the violation.
- (d) Fined not more than \$10,000 if the adult has committed three or more previous violations within 30 months of the violation.

(Ord. 2012-17, Ord. 2018-01)

Secs. 6-9--6-30. Reserved.

#### **ARTICLE II. LICENSES AND PERMITS**

#### **DIVISION 1. GENERALLY**

Secs. 6-31--6-32. Reserved

Sec. 6-33. Filing of list of licensees with state department of revenue.

By July 15 of each year, the Clerk—Treasurer shall forward to the State Department of Revenue a list containing the name, address and trade name of each person holding a license issued under this division, except a picnic, manager's or operator's license.

(Code 1986, § 12.04(5)(d), Ord. 2020-04)

Sec. 6-34. Consent of applicant to future regulations and amendments.

By filing the application for a class A, B or C license under this division, the applicant consents that the council may make any rule or regulation or alteration or amendment to this chapter at any time during the period for which such license is granted.

(Code 1986, § 12.04(5)(e)(1)

Sec. 6-35. Restrictions on issuance of class A licenses.

(a) –The number of "Class A" intoxicating liquor licenses which may be issued to persons or premises in the city is limited to one (1) for each seven-hundred (700) population in the city as defined by Wis. Stats. § 125.51(4). An application for a "Class A" liquor license shall not be favored or disfavored because the applicant already has been granted a Class "A" fermented malt beverage license.

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(b) -A Class "A" fermented malt beverage license may be granted separately from or in conjunction with a granting of a "Class A" intoxicating liquor license. The number of Class "A" fermented malt beverage licenses the city may issue is subject only to the applicable limit under state law, if any.

(Code 1986, § 12.04(5)(e)2, 3, Ord. 2006-7, Ord. 2012-11, Ord. 2020-04)

#### Sec. 6-36. Standards for issuance; license quota for class B licenses.

# (a) -Location of premises.

(1) -No retail Class A or B license shall be issued for premises the main entrance of which is less than three hundred (300) feet from the main entrance of any established public school, parochial school, hospital or church, except that this prohibition may be waived by a majority vote of the Common Council. Such distance shall be measured by the shortest route along the <a href="https://highway.roadway">highway.roadway</a> from the closest point of the main entrance of such school, church or hospital to the main entrance of such premises.

(2) –This subsection shall not apply to premises licensed as such on June 30, 1947, nor shall it apply to any premises licensed as such prior to the occupation of real property within three hundred (300) feet thereof by any school, hospital or church building.

- (3) –This subsection shall not apply to a restaurant located within three hundred (300) feet of a church or school. This paragraph applies only to restaurants in which the sale of alcohol beverages accounts for less than fifty (50%) percent of their gross receipts.
- (b) —**Issuance to violators of liquor, beer or wine laws or ordinances**. No retail class A, B or C license shall be issued to any person who has been convicted of a violation of any federal or state liquor or fermented malt beverage law or wine law or the provisions of this division, section 6-1 or section 6-2 during one year prior to such application. A conviction of a member of a partnership or the partnership itself shall make the partnership or any member thereof ineligible for such license for one year.

(c)—Health, safety and sanitation requirements. No retail Class A, B or C license shall be issued for any premises which do not conform to the sanitary, safety and health requirements of the state department of industry, labor and human relations pertaining to buildings and plumbing, to the rules and regulations of the State Department of Health and Family Services applicable to restaurants, and all such ordinances and regulations adopted by the city.

#### (d) -License quota.

(1) -Class "B" fermented malt beverages license.

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a. –The number of persons and places that may be granted a Class "B"-fermented malt beverage license under this division is limited to one (1) for each four hundred (400) population in the city, as defined by Wis. Stats. § 125.51(4).

b. –The City Council may grant a Class "B" fermented malt beverage license, as defined in Wis. Stats. Ch. 125, to any restaurant that will agree in writing to the following conditions:

- 1. —Fermented malt beverages will only be served for consumption on the premises (no carryouts).
- 2. –Fermented malt beverages will not be served in the original containers.
- 3. -Fermented malt beverages will only be served in open containers.
- 4. –Fermented malt beverages will only be served with food.

The Council may at any time add conditions to this agreement as it deems necessary for the health, welfare or safety of the community. The council may waive any of these requirements.

(2) - "Class B" liquor license.- Only one (1) "Class B" liquor license shall begranted for each 500 population in the city as defined by Wis. Stats. § 125.51(4).

(3) **Exceptions.** Nothing contained in this subsection shall prevent a license being granted to any person or the assignee of any person holding a "Class B" liquor license on May 10, 1977; nor shall anything contained in this subsection prevent the council, in its discretion, from granting a license to any person who otherwise qualifies therefor according to Wis. Stats. § 125.51(4)(g), or from granting a Class "B" fermented malt beverage license to a bona fide club, as defined in Wis. Stats. § 125.02(4), which has existed in the city for not less than six (6) years and has been incorporated in the state for not less than 30 years, if sale or service of fermented malt beverages is restricted to club members, members of affiliated clubs and guests of either in a separate room which is locked during closing hours and no carryout sales are made.

(4) —"Class C" wine license, —The City Council may grant a "Class C" wine license, as defined in Wis. Stats. § 125.51(3m), without quota, to any restaurant that will agree in writing to the following conditions:

- a. -Sale of wine shall only be by the glass or in an open original container for consumption on the premises where sold.
- b. -The person shall be qualified under Wis. Stats. § 125.04(5) for a restaurant in which the sale of alcohol beverages accounts for less than

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fifty (50%) percent of gross receipts and which does not have a barroom if the city's quota under subsection (d)(2) of this section and Wis. Stats. \$125.51(4) prohibits the city from issuing a "Class B" liquor license to that person.

- c.—The license may not be issued to a foreign corporation, a foreign limited liability company or a person acting as an agent for or in the employ of another.
- d. -The license shall particularly describe the premises for which it is issued.

The council may not waive at any time any of these requirements as they are by state statute, and the requirements may be amended by state statute from time to time.

- (e) —Payment of delinquent taxes, assessments and claims, —No license shall be initially granted or renewed to any person or applicant who, or premises for which, municipal taxes, assessments, or overdue ordinance violation forfeitures due the City are delinquent and unpaid. When this section applies to an initial application for a license, the person or applicant shall be given notice of the intent to not issue the license and an opportunity to rebut the assertion of unpaid obligations. If this section is invoked upon a person or applicant request for renewal, the notice and opportunity for hearing provisions of Section 125.12(3) of the Wisconsin Statutes shall apply.
- (f) —Residences not to be licensed.—No license shall be issued for the purpose of possessing, selling or offering for sale any intoxicating liquor or fermented malt beverage in any dwelling house, flat or residential apartment.

(Code 1986, § 12.04(6); Ord. No. 2003-13, § 1, 11-11-2003, Ord. 2006-39, Ord. 2021-03)

## Sec. 6-37. Investigation and inspection.

- (a) –The City Clerk—Treasurer shall notify the Chief of Police, Fire Chief and Building Inspector of each application for a license under this division, and those officials shall inspect or cause to be inspected each application and the premises, together with any other investigations, accompanied by a recommendation as to whether a license should be granted or refused.
- (b) —In determining the suitability of any applicant, consideration shall be given to the financial responsibility of the applicant, the appropriateness of the location and the premises proposed and, generally, the applicant's fitness for the trust to be reposed.
- (c) -No license shall be renewed without a reinspection of the premises and reports as originally required.

(Code 1986, § 12.04(7))

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#### Sec. 6-38. Procedure for issuance.

(a) —Generally. Opportunity shall be given by the Council to any person to be heard for or against the granting of any license under this division. Upon approval of the application by the Council, the City Clerk-Treasurer shall file a receipt showing the payment of the required license fee and issue a license to the applicant.

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(b) **Operator's license.** For provisions pertaining to operator's licenses, see section 6-454.

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(c) **-Picnic license**. For provisions pertaining to picnic licenses, see section 6-44<u>3</u>.

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(Code 1986, § 12.04(8), Ord. 2021-03)

Sec. 6-39. Contents.

All licenses issued under this division shall be numbered in the order in which they are issued and shall state clearly the specific premises for which granted, the date of issuance, the fee paid and the name of the licensee.

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(Code 1986, § 12.04(9)(a))

Sec. 6-40. Loss of rights on abandonment of business.

Any person holding a Class B license under this division who abandons such business-shall forfeit any right or preference he may have had to the holding and renewal of such license. The closing of such premises for fifteen (15) days or more shall be prima facie an abandonment.

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(Code 1986, § 12.04(9)(b), Ord. 2020-04)

Sec. 6-41. Unlawful use of license; defacing, destroying or removing license.

No person shall post a license issued under this division or permit any other person too post it upon premises other than those mentioned in the application, or knowingly deface or destroy such license, or remove such license without the consent of the holder thereof.

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(Code 1986, § 12.04(11)(a))

Sec. 6-42. Duplicate license.

Whenever a license issued under this division is lost or destroyed without fault on the part of the holder or his agent or employee, a duplicate in lieu thereof under the original application shall be issued by the City Clerk—Treasurer on satisfaction given as to the facts and upon payment of a fee as established by the council from time to time by resolution and as set forth in appendix A.

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(Code 1986, § 12.04(11)(b))

# Sec. 6-43. Temporary Class "B" (picnic) beer license or temporary "Class B" (picnic) wine license.

Picnic licenses may be issued by the Council or the Public Safety Committee under Wis. Stats. § 125.26(6). Application therefor shall be filed at least thirty (30) days prior to the date such license is intended to be used, but applications may be accepted within such thirty (30) day period if the applicant agrees in writing to pay the cost of any special meeting of the Council or the Committee called for the purpose of acting upon such application.

(Code 1986, § 12.04(14))

#### Sec. 6-44. Operator's license.

- (a) **Regular**. -Application for an operator's license under § 125.17, Wis. Stats., shall state the name, residence, age, birthdate, and sex of the applicant, together with such other pertinent information as the City Clerk requires, and shall be issued by the Clerk for a period of no longer than two years to the renewal date of June 30, upon approval <u>as detailed below</u>. by the public safety committee.
  - (1) Submitted applications shall be referred by the City Clerk to the Police-Department for review and recommendation. The Police Chief shall review each submitted application, perform a background check and recommend issuance or denial of the license.
  - (2) The City Clerk shall issue a regular operator license to an applicant if the Police Chief recommends issuance and the applicant is in compliance with all other requirements. The City Clerk shall deny issuance of a regular operator license to an applicant when the Police Chief notes non-recommendation and the reason. If an applicant is a not recommended, the City Clerk will contact the applicant by phone and/or written letter to notify them of the non-recommendation and they must appear before the Public Safety Committee. If the applicant does not appear or make arrangements to appear within 30 days of the notification date the application will automatically be denied.
  - (3) The Public Safety Committee will review the application and any recommendations from the Police Chief. The Public Safety Committee shall decide by majority of those voting whether to grant or deny a license to the applicant. The Public Safety Committee may attach any conditions and/or limitations to a granted operator license as they deem necessary.
  - (4) If an application is denied the applicant must wait at least six (6) months before they can apply for another operator license.

### (b) **Provisional license.**

(1) –Application for a provisional operator's license under Wis. Stats. § 125.17(5) shall be made to the City Clerk—Treasurer and shall state the name, residence, age,

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birthdate and sex of the applicant, together with such other pertinent information as the City Clerk—Treasurer requires. The provisional license shall be issued by the City Clerk—Treasurer following a background check and an approval recommendation by the Chief of Police—or the chairperson of the Public Safety Committee.

- (2) —A provisional license may be issued only to a person who has applied for an operator's license under this section. The provisional license shall expire sixty (60) days after its issuance or when the operator's license is issued, whichever is sooner.
- (3) –The <u>City Clerk or the Public Safety Committee</u> may revoke the provisional license if it discovers that the holder of the provisional license made a false statement on the application for a provisional license or a regular operator's license.
- (4) –The provisions of Wis. Stats. § 125.17(5) are hereby adopted in their entirety, and any conflict between this section and that statute as it may exist from time to time shall be resolved in favor of the statutory provision.
- (c) **Violations-** The City has generally found convictions for the following offenses are substantially related to the duties and responsibilities associated with an operator's licenses. For purposes of these guidelines, any pending prosecution may be treated as a conviction.
- (1) OWI (all collectively referred to herein as "OWI"): Operating Under the Influence of an Intoxicant or Other Drugs, under Wis. Stat. § 346.63, local ordinances in conformity therewith, or other similar laws from other states, (commonly referred to as OWI, OWPBAC, PBAC, DWI, or DUI); or driving any vehicle while under the influence of alcohol or drugs; or injuring any person or damaging any property while driving under the influence or alcohol or other drugs.

i. The City has generally found OWI convictions within one (1) year of application for a License are grounds for denial of a License.

ii. The City has also generally found two or more OWI convictions within five (5) years of application for a license can be grounds for denial of a License.

(2) Underage Drinking: Any underage drinking conviction which is the same as orsimilar to Wis. Stat. § 125.07(3) or (4) is substantially related to the duties and responsibilities associated with alcohol beverage licenses.

i. Any such underage drinking conviction within one (1) year of application for a license is typically grounds for denial.

ii. Two or more such underage drinking convictions within five (5) year of application for a license are typically grounds for denial.

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(3) Service to Underage Persons. Any service to underage persons conviction Formatted: Indent: First line: 0.5" which is the same as or similar to Wis. Stat. § 125.07(1)(a) is substantially related to the duties and responsibilities associated with alcohol beverage licenses. i. Two (2) or more service to underage persons within one (1) year of Formatted: Indent: Left: 1" application for a License is typically grounds for denial. (4) Drug Offense. The City has generally found that the following convictions are Formatted: Indent: First line: 0.5" substantially related to the duties and responsibilities associated with alcohol beverage licenses: manufacturing, distributing or delivering a controlled substance or controlled substance analog under Wis. Stat. § 961.41(1); possessing with intent to manufacture, distribute or deliver, a controlled substance or controlled substance analog under Wis. Stat. § 961.41(1m); possessing, with intent to manufacture, distribute or deliver, or manufacturing, distributing or delivering a controlled substance or controlled substance analog under a federal law or law of another state that is substantially similar to Wis. Stat. § 961.41(1) or (Im); possessing any of the materials listed in Wis. Stat. § 961.65 with intent to manufacture methamphetamine under that section or under federal law or a law of another state that is substantially similar to Wis. Stat. § 961.65; or possessing controlled substances as regulated by Chapter 961, Wis. Stats. i. The City has generally found such convictions within one (1) year of Formatted: Indent: Left: 1" application for a License are grounds for denial. ii. The City has generally found two or more such convictions within five (5) years of application for License can be grounds for denial of a License. (5) Overall Conviction Record, Felons, or Other Offenses. No operator's licenses Formatted: Indent: Left: 0.5" may be issued under this guideline to any person who has: i. Been convicted of a felony that substantially relates to the circumstances Formatted: Indent: Left: 1" of the licensed activity unless the person has been duly pardoned; ii. Been deemed a habitual law offender; iii. Convictions not specifically listed above may also be grounds for denial of a License, as reasonably determined in the sound discretion of the City; or Intentionally or accidently omitted any violation it will be considered a false application, resulting in the delay and or possible denial of the application. (Code 1986, § 12.04(15); Ord. No. 1999-10, § 1, 7-13-1999; Ord. No. 2000-21, § 2, 1-9-2001, Ord. 2021-03) Secs. 6-45--6-60. Reserved. Formatted: Font: Bold

#### DIVISION 2. PERMIT FOR CONSUMPTION IN PUBLIC PARKS<sup>2</sup>

#### Sec. 6-63. Eligibility; application; issuance.

- (a) —Eligibility. Eligible permit holders under this division are limited to residents of the city or the Evansville School District; persons who own real estate in the city or school district; recognized organizations, including sport leagues, the majority of whose members are residents of the city or school district; or companies having the city or school district as the company's principal place of business.
- (b) **Form of application.** Applications shall be in a form determined and provided by the City Clerk-Treasurer, to include the name, address, telephone number and date of birth of the applicant, the date for which the permit is desired, and the approximate number of persons in the party. The Clerk-Treasurer may require such additional information about the applicant as the Clerk-Treasurer deems necessary. The permit form shall be as provided by the Clerk-Treasurer.
- (c) —Filing of application; scope of permit. Applications shall be made in person by the applicant at least forty-eight (48) hours in advance of the date for which the permit is requested. Organizations may in one application obtain a permit for each event date or league play date, paying the permit fee required for each date. The permit shall extend to all members of the applicant's immediate party of legal drinking age. The permit shall be valid for only one calendar date, which date will be specified thereon.
- (d) -Fee. -The fee for each permit shall be as established by the council from time to time by resolution and as set forth in appendix A. The fee shall be payable at the time of application, and is not refundable.
- (e) —Issuance. —The Clerk—Treasurer or the Deputy shall issue permits according to the requirements of this division, and may refuse to grant a permit if the applicant incompletely or falsely prepares the application or the applicant has violated terms of a permit or alcohol law at any prior time. An organization may have permits for remaining unused dates revoked if there is violation of a prior permit date or any federal, state, county or city alcohol law.

(Ord. No. 1999-5, § 3, 5-11-1999, Ord. 2014-02, Ord. 2020-04)

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

Passed and adopted this day of , 2021

William C. Hurtley, Mayor

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<sup>&</sup>lt;sup>2</sup> Cross references: Parks and recreation, Ch. 86.

ATTEST:

Darnisha Haley, City Clerk

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Introduced: 03/09/2021
Second Reading (b/13/2021
Adoption: 09/09/2021
Publication: 09/09/2021

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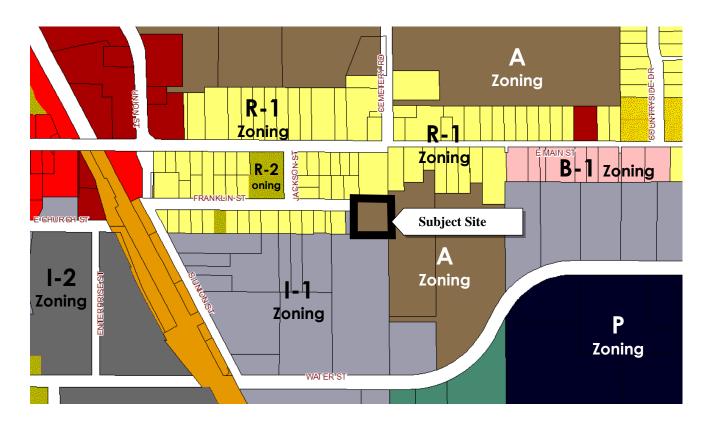
# CITY OF EVANSVILLE ORDINANCE # 2021-05

# An Ordinance Rezoning Territory from Agricultural District (A) to Residential District Two (R-2)

(On Parcel 6-27-683 with Tax ID 222059076, at 339 E Franklin)

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

**SECTION 1.** Zoning Classification. In accordance with Section 130-171 to 130-176, Evansville Municipal Code, Section 62.23(7)(d)2 of the Wisconsin State Statutes and upon recommendation of the Plan Commission and the findings of the Common Council that such zoning district change is in the best interest of the City, and all necessary notices having been given, and the required public hearing having been held, and the Plan Commission having made its recommendation of approval in writing to the Common Council, the zoning classification of parcel 6-27-683 with Tax ID 222059076, at 339 E Franklin is changed from Agricultural District (A) to Residential District Two (R-2). The area to be rezoned is indicated on the maps below:



**SECTION 2.** Zoning Map Amendment. The official zoning map, City of Evansville, Wisconsin, is hereby amended to show the territory described in Section 1 as Residential District Two (R-2).

**SECTION 3.** Severability. If any provision of this Ordinance is invalid or unconstitutional, or

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

**SECTION 4.** <u>Effective Date.</u> This Ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this day of, 2021			
			William Hurtley, Mayor
		ATTEST:	Darnisha Haley, Clerk
Introduced: Notices published: Public hearing held: Adopted: Published:	//2021 /2021		021 ays of adoption)
Sponsors: This is a city-initiated ordinance.			

Drafted on March 1, 2021 by Jason Sergeant, Community Development Director