

## NOTICE

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

**City of Evansville Common Council**  
**Regular Meeting**  
City Hall, 31 S Madison St, Evansville WI 53536  
Tuesday, September 13<sup>th</sup>, 2022, 6:00 p.m.

### AGENDA -REVISED

1. Call to order
2. Roll call
3. Motion to approve the agenda
4. Motion to waive the reading of the minutes of the August 3<sup>rd</sup>, 2022 regular meeting and August 15<sup>th</sup>, 2022 Special Meeting and approve as presented.
5. Civility reminder
6. Citizen appearances other than agenda items listed.
  - A. Discussion with Mosher Insurance regarding current policies.
7. Reports of Committees
  - A. Library Board Report
  - B. Parks and Recreation Board Report
    - 1) Updates from Baker Street Consulting Group regarding Capital Campaign for Park Improvements and discussion regarding naming opportunities.
  - C. Plan Commission Report
    - 1) Motion to approve a certified survey map to divide parcel 6-27-533.524 into two lots for a two-family twin residence, located at 555 and 557 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the conditions 1) the 8-foot access easement is added to the west border on Lot 1 of this CSM and 2) the final CSM, joint cross access and maintenance agreements are recorded for both lots with Rock County Register of Deeds.
    - 2) Motion to approve a certified survey map to divide parcel 6-27-533.525 into two lots for a two-family twin residence, located at 562 and 564 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.
    - 3) Motion to approve a certified survey map to divide parcel 6-27-533.523 into two lots for a two-family twin residence, located at 563 and 565 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the conditions: 1) the 8-foot access easement is added to the east border on Lot 2 of this CSM and 2) the final CSM, joint cross access and maintenance agreement, and access easement agreement is recorded for both lots with Rock County Register of Deeds.

- 4) Motion to approve a certified survey map to divide parcel 6-27-533.522 into two lots for a two-family twin residence, located at 571 and 573 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.
  - 5) Motion to approve a certified survey map to divide parcel 6-27-533.528 into two lots for a two-family twin residence, located at 586 and 588 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.
  - 6) Motion to approve a certified survey map to divide parcel 6-27-533.526 into two lots for a two-family twin residence, located at 570 and 572 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the conditions: 1) the 8-foot access easement is added to the west border on Lot 2 of this CSM and 2) the final CSM, joint cross access and maintenance agreement, and access easement agreement is recorded for both lots with Rock County Register of Deeds.
  - 7) Motion to approve a certified survey map to divide parcel 6-27-533.527 into two lots for a two-family twin residence, located at 578 and 580 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the conditions: 1) the 8-foot access easement is added to the east border on Lot 1 of this CSM and 2) the final CSM, joint cross access and maintenance agreement, and access easement agreement is recorded for both lots with Rock County Register of Deeds.
  - 8) Motion to approve a certified survey map to divide parcel 6-27-533.519 into two lots for a two-family twin residence, located at 643 and 645 Locust Lane, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition: the CSM and joint cross access and maintenance agreement are recorded for both lots with Rock County Register of Deeds.
  - 9) Motion to Adopt Resolution 2022-26, a Resolution Authorizing Relief from Public Dedication and the Transfer of Real Estate.
  - 10) Second Reading of Ordinance 2022-12, Smart Growth Comprehensive Plan. (*Plan is available on the city's website at: [www.ci.evansville.wi.gov/smartgrowth](http://www.ci.evansville.wi.gov/smartgrowth)*).
    - i) Public Hearing
    - ii) Motion to Adopt Ordinance 2022-12, Smart Growth Comprehensive Plan.
- D. Finance and Labor Relations Committee Report
- 1) Motion to accept the August 2022 City bills as presented in the amount of \$1,332,467.61.
  - 2) Motion to approve the contract with Ehlers Public Finance Advisors for 2023 Financial Management Plan in the amount of \$17,000.
  - 3) Motion to approve Resolution 2022-24 Approval to Maintain Custodial Account(s) with Pershing Advisor Solutions LLC, and Engage Ehlers Investment Partners as Investment Advisor.
  - 4) Motion to approve a Non-Appropriation Addendum to the agreement with Great American Financial Services Corporation.
- E. Public Safety Committee Report

- 1) Motion to approve the Original Alcohol Beverage License applications for Class B Beer/Class B Liquor License for:
  - i) Ceili, LLC, Shannon R. Arndt, Agent, 414 Meadow Lane, Evansville, WI 53536, d/b/a Ceili Coffee and Wine, 16 W. Main Street, Evansville, WI 53536.
  - ii) Slice Golf LLC, Andrew Tomlin, Agent, 300 S 1<sup>st</sup> Street, Evansville, WI 53536, d/b/a Slice Golf, 1 E. Main Street, Evansville, WI 53536.
- F. Municipal Services Report
  - 1) Discussion and possible motion regarding the north and south Lake Leota spillways.
  - 2) Discussion and possible motion to submit the proposed Electric Rate Case to the PSC.
  - 3) Motion to accept the Overhead to Underground Electric Project bid to MJ Electric.
- G. Economic Development Committee
- H. Youth Center Advisory Board Report
- I. Historic Preservation Commission
- J. Fire District Report
- K. Police Commission Report
- L. Energy Independence Team Report
- M. Board of Appeals Report
8. Unfinished Business
  - A. Second Reading and Motion to Adopt Ordinance 2022-11, Rezoning Territory from Special Use Business District (B-5) to Central Business District (B-2).
  - B. Second Reading and Motion to Adopt Ordinance 2022-10, Creating Section 126-191 of the Municipal Code for the City of Evansville.
9. Communications and Recommendations of the Administrator
10. Communications and Recommendations of the Mayor
11. New Business
12. Introduction of New Ordinances
13. Upcoming Meeting Reminder: Special Budget Meeting, Thursday September 22<sup>nd</sup>, 2022 5:00 p.m. and the Regular Meeting October 11<sup>th</sup>, 2022 6:00 p.m.
14. Motion to Adjourn

*Dianne C. Duggan, Mayor*



**City of Evansville Common Council**  
**Regular Meeting**  
 City Hall, 31 S Madison St, Evansville WI 53536  
 Tuesday, August 9th, 2022, 6:00 p.m.

**MINUTES**

1. **Call to Order at 6:00 p.m.**, by Mayor Duggan.
2. **Roll call:**

Members	Present/Absent	Others Present
Aldersperson, Jim Brooks	P	City Administrator, Jason Sergeant
Aldersperson, Cory Neeley	P	Deputy Clerk, Leah Hurtley
Aldersperson, Ben Corridon	P	Library Director, Megan Kloeckner
Mayor, Dianne Duggan	P	Treasurer/City Accountant, Julie Roberts
Aldersperson, Ben Ladick	P	Attorney, Mark Kopp
Aldersperson, Susan Becker	P	Evansville Today, Bill Lathrop
Aldersperson, Gene Lewis	P	Evansville Today, Reilly March
Aldersperson, Joy Morrison	P	Citizen, Shannon Arndt
Aldersperson, Erika Stuart	P	Evansville Review, Kelly Gildner
		Johnson Block, Kevin
		Citizen, Andrea Hance
		Citizen, Seth Schulz

3. **Motion to approve the agenda**, by Brooks, seconded by Becker. **Motion carried 8-0.**
4. **Motion to waive the reading of the minutes from the July 12th, 2022 regular meeting and approve as presented**, by Brooks, seconded by Corridon. *Becker brings up a couple changes to the minutes in regards to the 4<sup>th</sup> of July parade and ambulances along with the Park Board not meeting due to quorum.* **Motion carried with changes 8-0.**
5. **Civility reminder** - Duggan noted the City’s commitment to conducting meetings with cordiality.
6. **Citizen appearances other than agenda items listed.** *Shannon Arndt Ceili Coffee owner and Andrea Hance appeared at the recommendation of Public Safety Committee to appeal the denial of Ms. Hance’s Operator’s License. Sergeant and Attorney Kopp will review Ordinances for next Public Safety Meeting.*
7. **Reports of Committees**
  - A. **Library Board Report** – *Megan Kloeckner gave report of 162 children and 70 teens registered for the Summer Library Club. Upcoming programming includes Duke Otherwise Kids Concert August 13<sup>th</sup> and Teen Outdoor Games Finale & Scavenger Hunt on Friday, August 19<sup>th</sup>.*
  - B. **Youth Center Advisory Board Report** – *Ben Corridon discussed the inventory day on July 30<sup>th</sup>. It took a little over 3 hours to do what was needed. Director Angie Olson will be asking for donations for the Youth Center to assist with the needs in order to operate for the kids.*
  - C. **Plan Commission Report** – *Sergeant reports the approval of Certified Survey Map for the Porter was missed for the agenda. Conditional Use Permit approved for outdoor display for the Dollar General. Discussion items were Doggie Day Care on Main St and a Rezone permit on Main St.*

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

- i. **Motion to accept the July 2022 City bills as presented in the amount of \$2,211,686.87, by Brooks, seconded by Corridon. Motion carried 8-0 by roll call vote.**
- ii. **2021 Audit Review with Johnson Block.** Kevin from Johnson Block presents an overview of the Audit/Financial report. Report is included in the packet.
- iii. **Motion to approve Resolution 2022-23 Authorizing the Issuance and Sale of \$14,000,000 General Obligation Promissory Notes and the Issuance and Sale of a \$14,000,000 Taxable Note Anticipation Note, Series 2022D in Anticipation Thereof.** Motion made by Brooks, seconded by Morrison. **Motion carried 8-0 by roll call vote.**
- iv. **Motion to approve a Commercial Storage Lease with Sheila J. Nelson for 170 E Church Street, Evansville, WI 53536** Motion made by Brooks, seconded by Morrison. **Motion carried 8-0 by roll call vote.**

**E. Public Safety Committee Report**

- i. **Recommendation and motion to approve an Intergovernmental agreement between the Village of Footville and the City of Evansville.** Motion made by Becker, seconded by Lewis. Footville has a squad car on order but it is waiting on parts. This agreement allows them to use Evansville's unmarked squad car in the interim. Attorney Kopp asked about dollar amounts for the contract. Becker makes a motion to amend the recommendation by adding the authority to the Administrator to designate amounts and information given in paragraphs 1, 2, 5 and 6, seconded by Lewis. **Motion carried as amended 8-0 by roll call vote.**

*Gene Lewis provides the report from the Public Safety meeting regarding Alcohol Licenses, Ladies Night Out licenses, police calls for service, and ambulance calls. Presentation by high school student regarding senior project was given.*

**F. Municipal Services Report**

- ii. **Motion to approve the Pole Attachment Agreement with TDS Metrocom LLC.** Motion made by Brooks, seconded by Morrison. **Motion carried 7-1 by roll call vote.**

*Brooks discussed meeting the new Energy Services Representative from WPPI. Lead Service was discussed and a series of construction updates.*

**G. Economic Development Committee – Did not meet.**

**H. Parks and Recreation Board Report –** Lewis discussed the meeting in regards to EUM and the event in the fall they are hoping to hold in the park. Clean up from 4<sup>th</sup> of July has been completed. Dam repairs updates were provided at the meeting.

**I. Historic Preservation Commission –** Lewis gave report on HPC meeting which included lifting a house for foundation replacement, concrete patio installation, roofing and fascia repair.

**J. Fire District Report –** Brooks discussed the brush truck and the repairs made at Symdon's. Reviewed billable calls.

**K. Police Commission Report –** Report included the approval of two new part time officers.

**L. Energy Independence Team Report –** Will meet in November

**M. Board of Appeals Report –** Did not meet.

8. Unfinished Business

- A. **Second Reading and motion to adopt Ordinance 2022-09 Amending the Local Vehicle Registration Fee.** Motion made by Brooks, seconded by Morrison. Brooks states that it's the best way to get to the projects that could be undertaken with the revenue from the increase in the Fee. Ordinance was provided in the packet. **Motion carried 8-0 by roll call vote.**

9. Communications and Recommendations of the Administrator

A. **League of Municipalities Government 101.**

Sergeant reports that he and the City Treasurer spent time at Water & Light assisting with inventory errors. Work has been transpiring on the Comprehensive Plan. New Temp in the Clerk's Office assisting with Bank Reconciliation. EMS Chief posting is about midway through the process. Due diligence call with Quarles and Brady. Ground breaking for new park project is set for August 24<sup>th</sup>. New phone systems to be installed. Budgets have been sent out to Department Heads for review. City wide revaluation has concluded. Local Government 101 training details is in the packet.

10. Communications and Recommendations of the Mayor

- A. **Motion to approve the Citizen Tourism Commission Appointment of Ben Corridon, 213 S Madison St #3, replacing Dianne Duggan's unexpired term ending January 2023.** Motion made by Brooks, seconded by Stuart. **Motion carried 8-0 by roll call vote.**
- B. **Motion to approve the Citizen Library Board Appointment of Greg Lipes, 336 S First St, replacing Sharon Cybart's open seat to expire April 2025.** Motion made by Brooks, seconded by Morrison. **Motion carried 8-0 by roll call vote.**

11. New Business –None.

12. Introduction of New Ordinances.

- A. **Discussion and First Reading of Ordinance 2022-10 Creating Section 126-191 of the Municipal Code for the City of Evansville.** Nick Bubolz from Town & Country discussed the details of the new Ordinance. Overview is shared regarding the specifics in the verbiage provided. Grants are discussed. Citizen Seth Schultz addressed the Council with various letters he previously sent to City Administrator Jason Sergeant and City Engineer Brian Berquist. Mr. Schulz asked for Council consideration of retro pay on the services he has recently done and is in the process of completing. Nick was going to look into this. Brooks does first reading.
- B. **Discussion and First Reading of Ordinance 2022-11 Rezoning Territory from Special Use Business District (B-5) to Central Business District (B-2) (On Parcel 6-27-344).** No discussion takes place. Brooks does first reading.
- C. **Discussion and First Reading of Ordinance 2022-12 to Adopt a Ten-Year Update to the Smart Growth Comprehensive Plan of the City of Evansville, Wisconsin.** No discussion takes place. Brooks does first reading.

13. Upcoming Meeting Reminder: September 13th, 2022 6:00 p.m.

14. **Motion to adjourn at 7:24pm** made by Corridon, seconded by Becker. **Motion passed 8-0.**

Kim Dienberg, Accounts Payable





**City of Evansville Common Council**  
**Special Meeting**  
City Hall, 31 S Madison St, Evansville WI 53536  
Monday, August 15<sup>th</sup>, 2022, 5:00 p.m.

**MINUTES**

1. **Call to Order at 5:00 p.m.**, by Mayor Duggan.
2. **Roll call:**

Members	Present/Absent	Others Present
Aldersperson, Gene Lewis	P	City Administrator, Jason Sergeant Evansville Today, Bill Lathrop
Aldersperson, Erika Stuart	P	
Aldersperson, Joy Morrison	P	
Aldersperson, Jim Brooks	P	
Mayor, Dianne Duggan	P	
Aldersperson, Susan Becker	P	
Aldersperson, Cory Neeley	P	
Aldersperson, Ben Ladick	A	
Aldersperson, Ben Corridon	A	

3. **Motion to approve the agenda**, by Becker, seconded by Morrison. **Motion carried 6-0.**
4. **Motion to Approve the Final Certified Survey Map to combine and divide parcels 6-27-595 and 6-27-595.1 into two lots located at 515 E Main Street, finding that the application is in the public interest and meets the objectives contained within section 110-102(g) of City ordinances, with the following condition: The Final CSM and Cross Access Agreement is recorded with Rock County Register of Deeds**, by Neeley, seconded by Becker. **Motion carries 6-0 by roll call.** Sergeant was in attendance to provide details of the application.
5. Upcoming Meeting Reminder: September 13<sup>th</sup>, 2022 6:00 p.m.
6. Motion to Adjourn, by Brooks, seconded by Neeley at 5:04 p.m.

*Leah Hurtley, Deputy Clerk*





**APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT**

**Application:** LD-2022-0198 **Applicant:** Grove Homes LLC

Parcel 6-27-533.524

**September 13, 2022**

Prepared by: Colette Spranger, Community Development Director

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

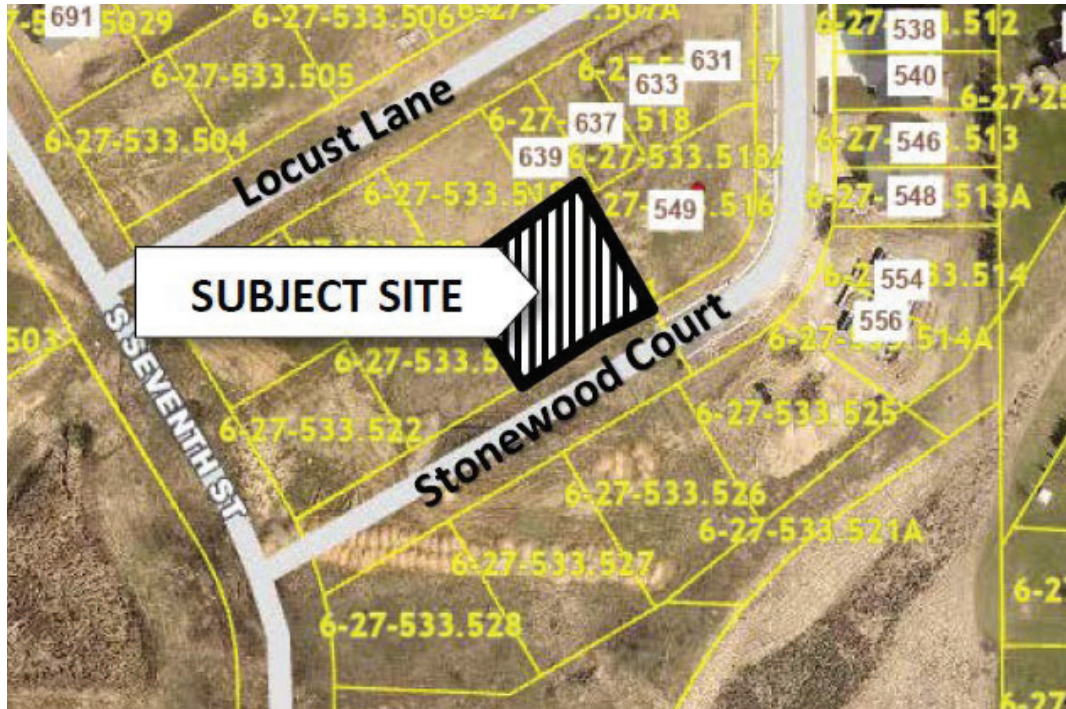


Figure 1 Approximate Location Map

**Location:** 555/557 Stonewood Court

**Description of request:** A preliminary and final land division application to divide tax parcel 6-27-533.524 in two through a Certified Survey Map.

**Existing Uses:** The existing 0.3 acre parcel is under construction with a two-family residence with two separate dwelling units. In order for the owner to sell each unit separately upon completion, the units must be legally divided. The two units will not share a driveway but do have yard spaces in common in addition to the common wall adjoining the building.

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

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.13 acres and will include the dwelling unit with the address of 557 Stonewood Court. Lot 2 will contain the remaining 0.17 acres with the dwelling unit addressed at 555 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code. Additionally, an access easement agreement has been submitted for Lot 1 of this CSM, which will share a driveway with 563 Stonewood Court.

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

**Plan Commission Action:** The Plan Commission recommended approval of this application at its regular meeting on September 6, 2022.

**Common Council Motion:**

***Motion to approve a certified survey map to divide parcel 6-27-533.524 into two lots for a two-family twin residence, located at 555 and 557 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with following conditions:***

- 1) The 8-foot access easement is added to the west border on Lot 1 of this CSM***
- 2) The final CSM, joint cross access and maintenance agreement, and access easement agreement is recorded for both lots with Rock County Register of Deeds.***



## APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

**Application:** LD-2022-0199 **Applicant:** Grove Homes LLC

Parcel 6-27-533.525

**September 13, 2022**

Prepared by: Colette Spranger, Community Development Director

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

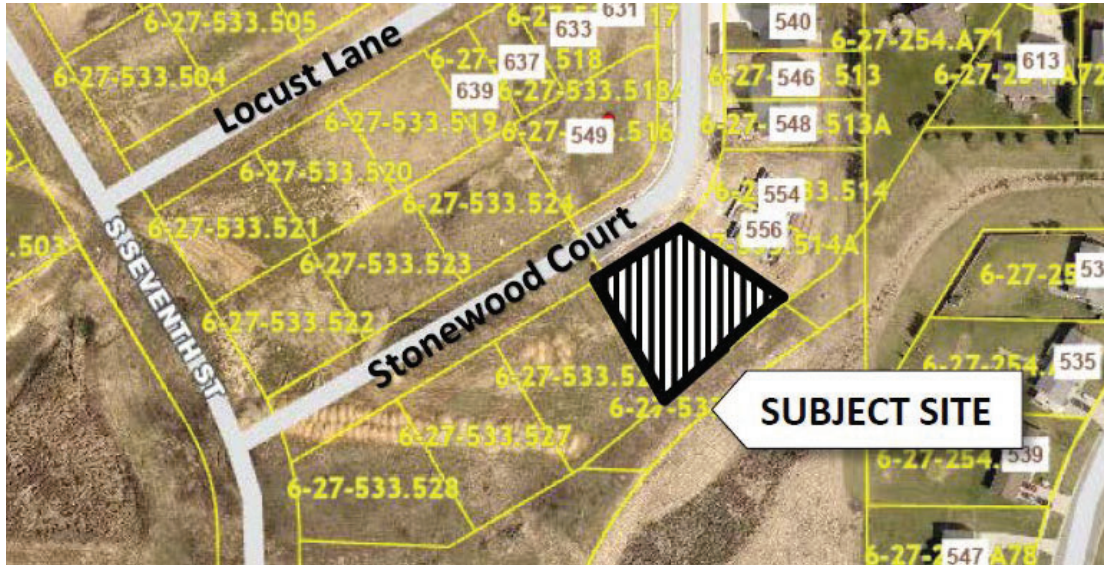


Figure 1 Approximate Location Map

**Location:** 562/564 Stonewood Court

**Description of request:** A preliminary and final land division application to divide tax parcel 6-27-533.525 in two through a Certified Survey Map.

**Existing Uses:** The existing 0.37 acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will share a driveway and have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

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

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.22 acres and will include the dwelling unit with the address of 562 Stonewood Court. Lot 2 will contain the remaining 0.15 acres with the dwelling unit addressed at 564 Stonewood Court. A joint cross access and

maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.

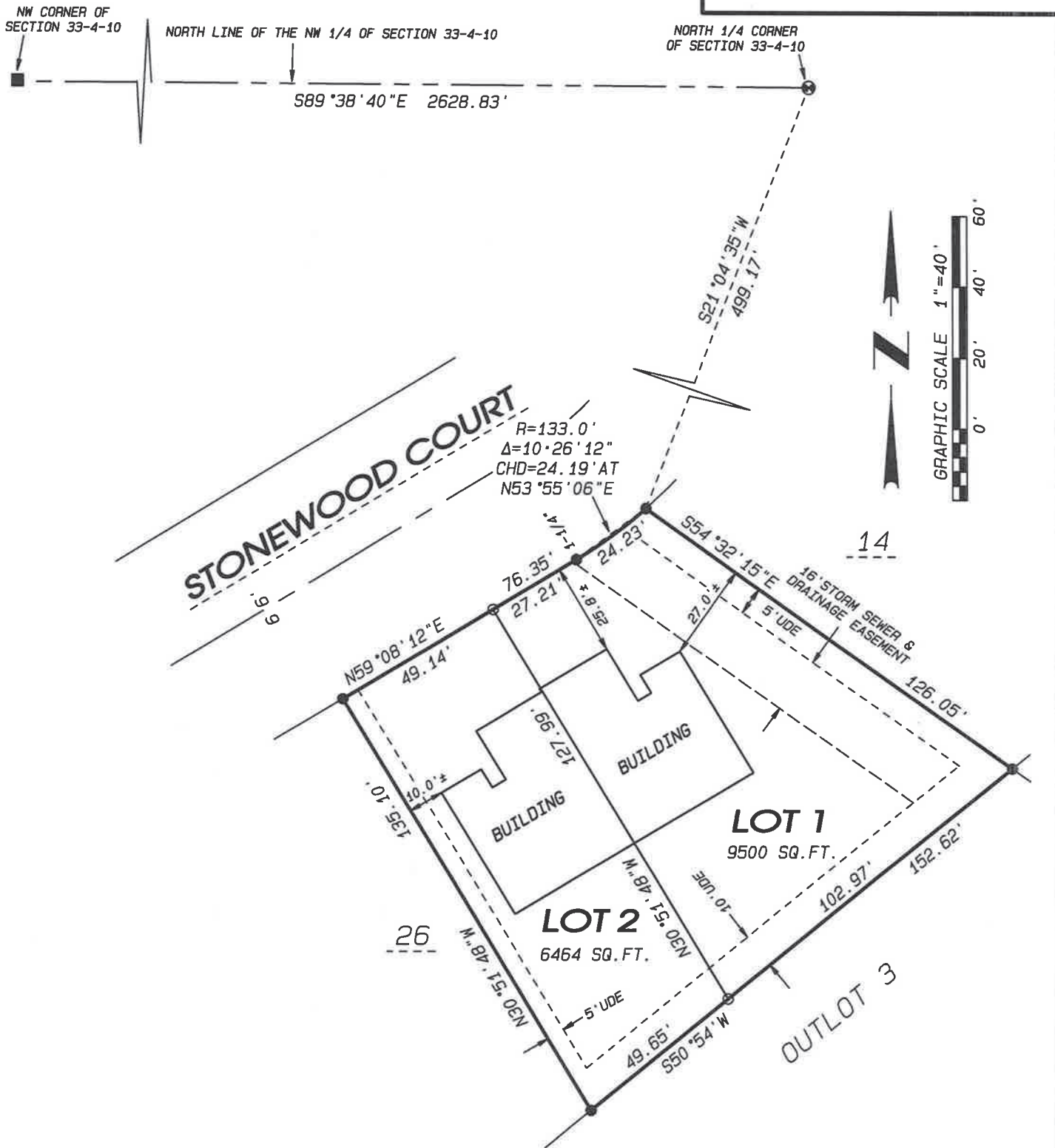
**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in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

**Plan Commission Action:** The Plan Commission held a public hearing and recommended approval of this application at its regular meeting on September 6, 2022.

***Motion to approve a certified survey map to divide parcel 6-27-533.525 into two lots for a two-family twin residence, located at 562 and 564 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.***

# CERTIFIED SURVEY MAP

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



### LEGEND:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>○ SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN.FT.</li> <li>● FOUND IRON PIN - 3/4" DIA. UNLESS OTHERWISE SHOWN</li> </ul> | <ul style="list-style-type: none"> <li>⊙ FOUND ALUMINUM MONUMENT</li> <li>■ FOUND CUT STONE MONUMENT</li> <li>UDE UTILITY AND DRAINAGE EASEMENT PER DOC. NO. 2206529</li> </ul> |
|---|---|

NOTE: FIELDWORK COMPLETED AUGUST 17 2022

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

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

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,  
FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,  
LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE  
4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

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

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock      SS.      Personally, came before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well  
known to be the persons who executed the owner's certificate hereon shown and  
acknowledged the same.

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

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

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

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

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

SHEET TWO OF THREE SHEETS  
Project No. 122-362D For: GROVE HOMES LLC



**CERTIFIED SURVEY MAP**

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land

Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,

FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,

LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE

4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing

15964 Sq. Ft. That such map is a correct representation of all exterior boundaries

of the land surveyed and the division of that land. That I have made such survey,

division, and map by the direction of Roger M. Berg and that I have fully complied

with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying,

dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.M., and recorded as \_\_\_\_\_,

of Certified Survey Maps of Rock County, Wisconsin.

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

SHEET THREE OF THREE SHEETS

Project No. 122-362D For: GROVE HOMES LLC

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

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

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

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

WRDA Rev. 12/22/2010

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**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_\_\_ day of July, 2022 by GROVE HOMES, LLC, ("Owner").

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 562 and 564 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 25 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

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

EXECUTED as set forth below.

7/26/22

Grove Homes, LLC, by:

Roger M. Berg  
Roger M. Berg, Member

David A. Olsen  
David A. Olsen, Member

STATE OF WISCONSIN)  
COUNTY OF ROCK )ss

Personally came before me this 26 day of July, 2022 the above named Roger M. Berg and David A. Olsen, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Grove Homes, LLC.

Jensena M Vogel  
Notary Public, Rock County, Wis.  
My Commission expires 1/6/26



This Instrument was drafted by  
Attorney Walter Shannon  
State Bar No. 1055751  
104 West Main St.  
Evansville, WI 53536  
608-882-5944



## APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

**Application:** LD-2022-0199 **Applicant:** Grove Homes LLC

Parcel 6-27-533.525

**September 13, 2022**

Prepared by: Colette Spranger, Community Development Director

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

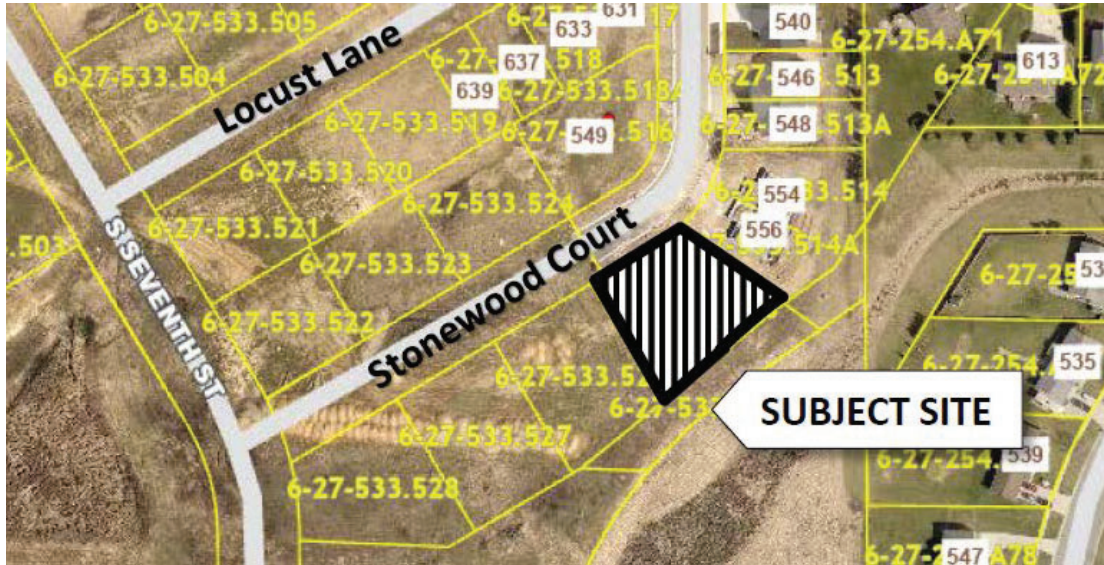


Figure 1 Approximate Location Map

**Location:** 562/564 Stonewood Court

**Description of request:** A preliminary and final land division application to divide tax parcel 6-27-533.525 in two through a Certified Survey Map.

**Existing Uses:** The existing 0.37 acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will share a driveway and have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

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

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.22 acres and will include the dwelling unit with the address of 562 Stonewood Court. Lot 2 will contain the remaining 0.15 acres with the dwelling unit addressed at 564 Stonewood Court. A joint cross access and

maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.

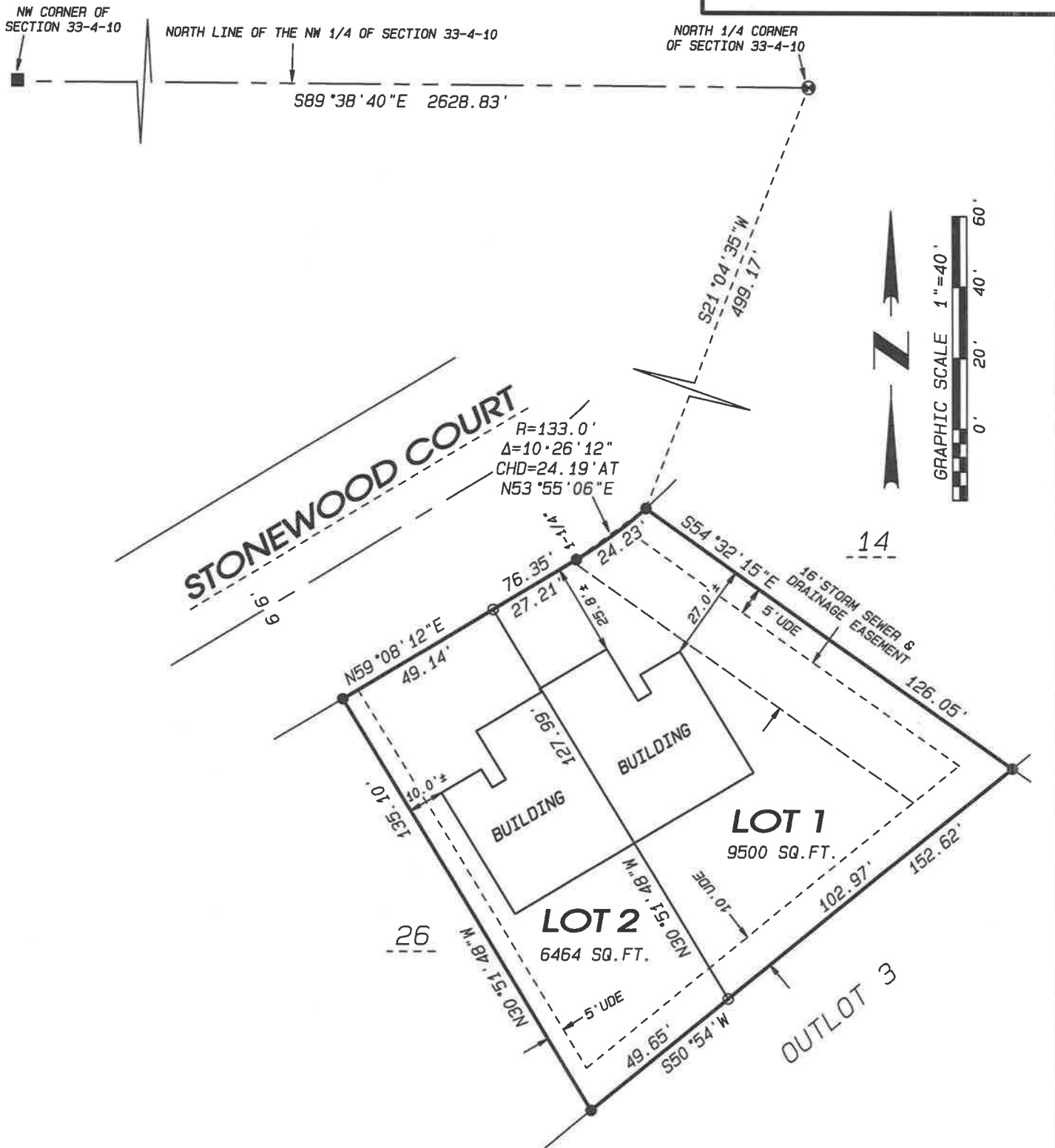
**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in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

**Plan Commission Action:** The Plan Commission held a public hearing and recommended approval of this application at its regular meeting on September 6, 2022.

***Motion to approve a certified survey map to divide parcel 6-27-533.525 into two lots for a two-family twin residence, located at 562 and 564 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.***

# CERTIFIED SURVEY MAP

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



### LEGEND:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>○ SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN.FT.</li> <li>● FOUND IRON PIN - 3/4" DIA. UNLESS OTHERWISE SHOWN</li> </ul> | <ul style="list-style-type: none"> <li>⊙ FOUND ALUMINUM MONUMENT</li> <li>■ FOUND CUT STONE MONUMENT</li> <li>UDE UTILITY AND DRAINAGE EASEMENT PER DOC.NO.2206529</li> </ul> |
|---|---|

NOTE: FIELDWORK COMPLETED AUGUST 17 2022

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

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

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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



**CERTIFIED SURVEY MAP**

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,  
FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,  
LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE  
4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

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

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock      SS.      Personally, came before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well  
known to be the persons who executed the owner's certificate hereon shown and  
acknowledged the same.

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

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

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

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

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

SHEET TWO OF THREE SHEETS  
Project No. 122-362D For: GROVE HOMES LLC

**CERTIFIED SURVEY MAP**

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land

Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped

LOT 25 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,

FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,

LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE

4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing

15964 Sq. Ft. That such map is a correct representation of all exterior boundaries

of the land surveyed and the division of that land. That I have made such survey,

division, and map by the direction of Roger M. Berg and that I have fully complied

with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying,

dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.M., and recorded as \_\_\_\_\_,

of Certified Survey Maps of Rock County, Wisconsin.

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

SHEET THREE OF THREE SHEETS

Project No. 122-362D For: GROVE HOMES LLC

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

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

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

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

WRDA Rev. 12/22/2010

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**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_\_\_ day of July, 2022 by GROVE HOMES, LLC, ("Owner").

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 562 and 564 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 25 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

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

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

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

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit ("Unit Owners"), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. The Unit Owners are equally responsible to maintain the joint driveway from Stonewood Court to the garage for their respective unit and agree that they will not block or park in front of the adjoining owner's unit. The cost of maintaining the joint driveway shall be borne equally between the Unit Owners. Neither Unit Owner shall alter or change the joint driveway in any manner, and it shall remain in the same location as when originally erected
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6. The Unit Owners agree that there shall be a perpetual eight-foot maintenance easement, four-feet on each side of the zero-lot line side property line dividing the property. The easement shall allow access for normal maintenance and repair of the Unit Owner's respective unit, the common wall, roof where the common wall attaches, and joint driveway.

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

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

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

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

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

14. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

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

EXECUTED as set forth below.

7/26/22

Grove Homes, LLC, by:

Roger M. Berg  
Roger M. Berg, Member

David A. Olsen  
David A. Olsen, Member

STATE OF WISCONSIN)  
COUNTY OF ROCK )ss

Personally came before me this 26 day of July, 2022 the above named Roger M. Berg and David A. Olsen, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Grove Homes, LLC.

Jensena M Vogel  
Notary Public, Rock County, Wis.  
My Commission expires 1/6/26

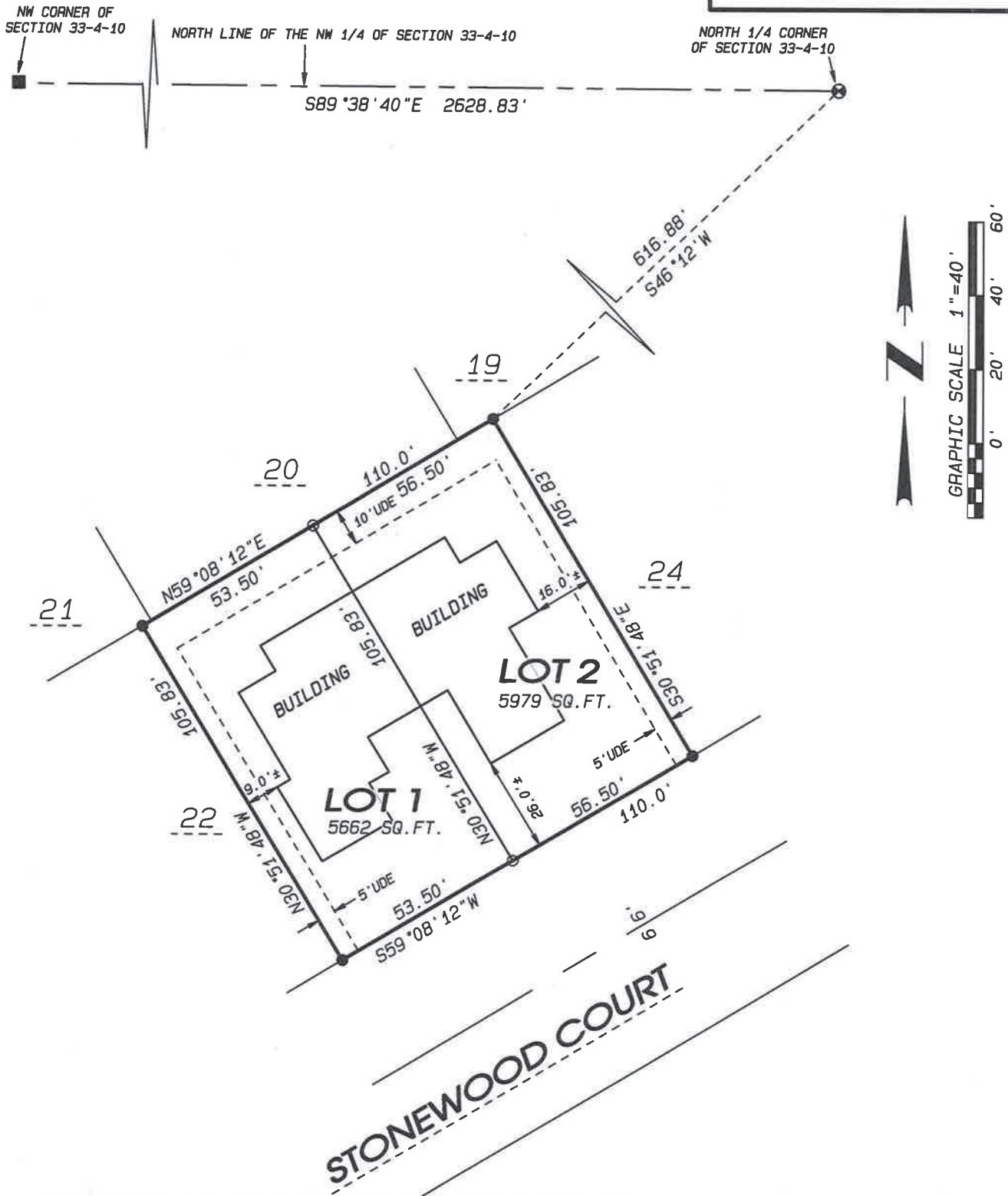


This Instrument was drafted by  
Attorney Walter Shannon  
State Bar No. 1055751  
104 West Main St.  
Evansville, WI 53536  
608-882-5944



# CERTIFIED SURVEY MAP

LOT 23 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



## LEGEND:

- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT.
- FOUND IRON PIN - 3/4" DIA.
- ⊕ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE MONUMENT
- UDE UTILITY AND DRAINAGE EASEMENT PER DOC. NO. 2206529

NOTE: FIELDWORK COMPLETED AUGUST 17 2022.  
 NOTE: ASSUMED S89°38'40"E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 33-4-10.

Project No. 122 - 362B For: BERG SHEET 1 OF 3 SHEETS

**Combs & Associates**

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

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



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4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

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

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock      SS.      Personally, came before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well  
known to be the persons who executed the owner's certificate hereon shown and  
acknowledged the same.

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

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

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

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

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

SHEET TWO OF THREE SHEETS

Project No. 122-362B For: GROVE HOMES LLC

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

**CERTIFIED SURVEY MAP**

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**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped LOT 23 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing 11641 Sq. Ft. That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division, and map by the direction of Roger M. Berg and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

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

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

SHEET THREE OF THREE SHEETS

Project No. 122-362B For: GROVE HOMES LLC

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

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

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

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

WRDA Rev. 12/22/2010

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JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT

THIS AGREEMENT, is made this \_\_\_ day of July, 2022 by GROVE HOMES, LLC, (“Owner”).

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 563 and 565 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

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

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

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

1. There is a joint wall separating the zero lot line duplexes located on the property described above.

2. The owners of each unit (“Unit Owners”), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.

3. In the event of damage or destruction to the common wall, roof where the common wall attaches, from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.

4. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of

the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

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

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

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

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

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

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

13. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel

A and Parcel B.

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

EXECUTED as set forth below.

Dated: 7/26/22

GROVE HOMES, LLC

By: *Roger M. Berg*  
Roger M. Berg, Member

*David A. Olsen*  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this 26 day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Jensena M Vogel*  
Name: Jensena M Vogel  
Notary Public, State of Wisconsin  
My commission 1/6/26

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

## ACCESS EASEMENT AGREEMENT

THIS AGREEMENT (the *Agreement*) is between GROVE HOMES, LLC (*Parcel A Owner*) and GROVE HOMES, LLC, (*Parcel B Owner*).

### RECITALS:

A. Parcel A Owner is the owner of certain real property located at 557 Stonewood Court, Evansville, Rock County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.

B. Parcel B Owner is the owner of certain real property located at 563 Stonewood Court, Evansville, Rock County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. There is an existing driveway, a portion of which is located on Parcel A and a portion of which is located on Parcel B and more particularly described on the attached Exhibit C, shown on attached Exhibit D, and referred to on the exhibits and in this Agreement as the *Easement Area*.

D. The parties wish to create an easement (the *Access Easement*) over their respective portions of the Easement Area for ingress and egress purposes to Stonewood Court, and related use of the Easement Area.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant.** Parcel A and Parcel B Owners grant to each other, their successors and assigns, a nonexclusive perpetual easement and right-of-way over the Easement Area as a joint driveway for ingress and egress to Stonewood Court.

2. **Permitted Users.** The Access Easement granted in Section 1, above, may be used by both Parcel A and Parcel B Owners, their respective tenants, employees, customers, and invitees.

3. **Maintenance Costs.** The parties shall be equally responsible for the costs of repairing and maintaining the Easement Area, and for the removal of snow and ice therefrom. In the event the Driveway is damaged by the actions of either party, their guests or invitees, then the damage shall be repaired and the repairs paid for by the party who caused the damage or allowed their guests or invitees to cause the damage.

4. **Indemnity.** Parcel A Owner and Parcel B Owner shall indemnify and defend each other, and their respective officers, agents, and employees from all liability, suits, actions, claims,

costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Easement Area.

**5. Insurance.** Parcel A Owner and Parcel B Owner shall both maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming each other as the insured, to insure against injury to property, person, or loss of life arising out of the use, occupancy, or maintenance of the Easement Area with limits of coverage that are at levels customarily maintained by other individuals/entities in the community in which the Easement Area is located.

**6. Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's enjoyment of such rights. The Driveway shall be kept free and clear of all vehicles and obstructions at all times so as to permit both parties free and unobstructed access to Stonewood Court.

**7. Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns.

**8. Non-Use.** Non-use or limited use of the easement rights granted in this Agreement by either party shall not prevent the other party from later use of the easement rights to the fullest extent authorized in this Agreement.

**9. Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

**10. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Rock County, Wisconsin.

**11. No Merger.** There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

**12. Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.



**13. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

**14. Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

**15. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

**16. No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner and Parcel B Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of Private Drive or No Trespassing signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated: \_\_\_\_\_

GROVE HOMES, LLC (Parcel A Owner)

By:

\_\_\_\_\_  
Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

GROVE HOMES, LLC (Parcel B Owner)

By:

\_\_\_\_\_  
Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this \_\_\_\_ day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

**DRAFT**

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against Parcels A and B, consents to the above Agreement and agrees that its interest in Parcel A and B shall be subject to the terms of the Agreement.

\_\_\_\_\_ BANK  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK \_\_\_\_\_ )ss

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_ (name of office) of \_\_\_\_\_ Bank.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

**EXHIBIT A**

(Legal Description of Parcel A – 557 Stonewood Court)

557 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 1, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 24 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT B**

(Legal Description of Parcel B – 563 Stonewood Court)

563 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 25 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT C**

(Legal description of Easement Area)

To be supplied by Combs & Associates, at a future date.

A and Parcel B.

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

EXECUTED as set forth below.

Dated: 7/26/22

GROVE HOMES, LLC

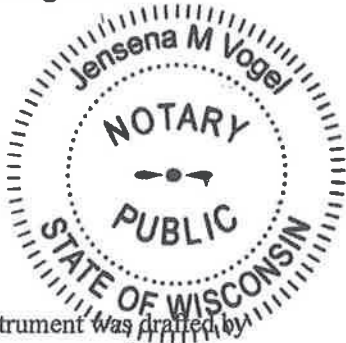
By: *Roger M. Berg*  
Roger M. Berg, Member

*David A. Olsen*  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this 26 day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Jensena M Vogel*  
Name: Jensena M Vogel  
Notary Public, State of Wisconsin  
My commission 1/6/26

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.13 acres and will include the dwelling unit with the address of 565 Stonewood Court. Lot 2 will contain the remaining 0.14 acres with the dwelling unit addressed at 563 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code. Additionally, an access easement agreement has been submitted for Lot 2 of this CSM, which will share a driveway with 557 Stonewood Court.

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

**Plan Commission Action:** The Plan Commission held a public hearing and recommended approval of this application at its regular meeting on September 6, 2022.

***Motion to approve a certified survey map to divide parcel 6-27-533.523 into two lots for a two-family twin residence, located at 563 and 565 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the following conditions:***

- 1) The 8-foot access easement is added to the east border on Lot 2 of this CSM.***
- 2) The final CSM, joint cross access and maintenance agreement, and access easement agreement is recorded for both lots with Rock County Register of Deeds.***



**APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT**

**Application:** LD-2022-0201 **Applicant:** Grove Homes LLC

Parcel 6-27-533.522

**September 13, 2022**

Prepared by: Colette Spranger, Community Development Director

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



*Figure 1 Approximate Location Map*

**Location:** 571/573 Stonewood Court

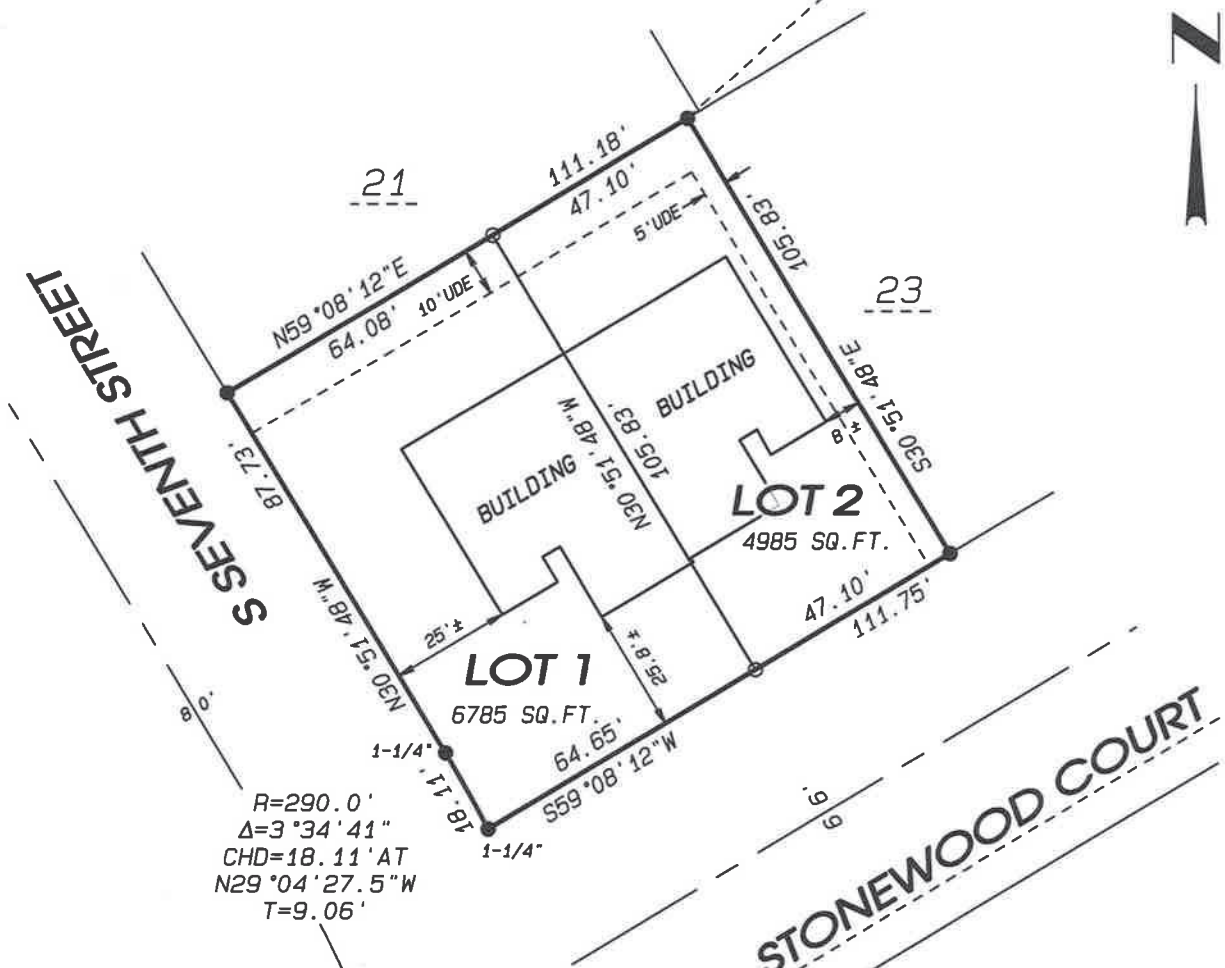
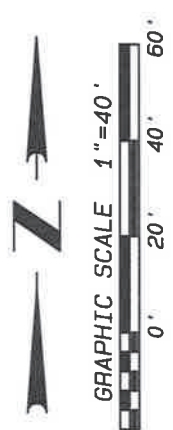
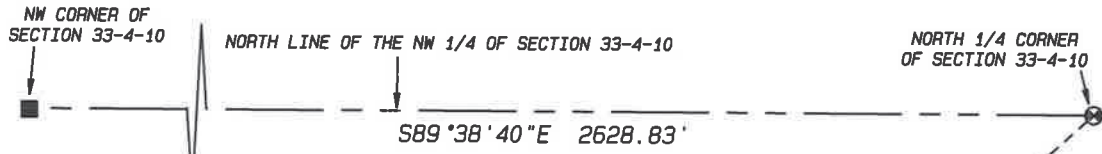
**Description of request:** A preliminary and final land division application to divide tax parcel 6-27-533.522 in two through a Certified Survey Map.

**Existing Uses:** The existing 0.27acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will share a driveway but have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

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

# CERTIFIED SURVEY MAP

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



## LEGEND:

- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT.
- FOUND IRON PIN - 3/4" DIA. UNLESS OTHERWISE SHOWN
- ⊙ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE MONUMENT
- UDE UTILITY AND DRAINAGE EASEMENT PER DOC.NO.2206529

NOTE: FIELDWORK COMPLETED AUGUST 17 2022.

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

Project No. 122 - 362A For: BERG

SHEET 1 OF 3 SHEETS



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

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



**CERTIFIED SURVEY MAP**

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,  
FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,  
LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE  
4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

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

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock            SS.            Personally, came before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well  
known to be the persons who executed the owner's certificate hereon shown and  
acknowledged the same.

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

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

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

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

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

SHEET TWO OF THREE SHEETS  
Project No. 122-362A For: GROVE HOMES LLC

**CERTIFIED SURVEY MAP**

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land

Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped

LOT 22 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,

FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION,

LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE

4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing

11770 Sq. Ft. That such map is a correct representation of all exterior boundaries

of the land surveyed and the division of that land. That I have made such survey,

division, and map by the direction of Roger M. Berg and that I have fully complied

with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying,

dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M., and recorded as \_\_\_\_\_,

of Certified Survey Maps of Rock County, Wisconsin.

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

SHEET THREE OF THREE SHEETS

Project No. 122-362A For: GROVE HOMES LLC

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

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

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

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

WRDA Rev. 12/22/2010

INFO-PRO® [www.infoproforms.com](http://www.infoproforms.com)

**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_\_\_\_ day of July, 2022 by GROVE HOMES, LLC, ("Owner").

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 571 and 573 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 22 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

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

EXECUTED as set forth below.

7/26/22

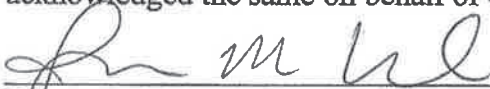
Grove Homes, LLC, by:

  
\_\_\_\_\_  
Roger M. Berg, Member

  
\_\_\_\_\_  
David A. Olsen, Member

STATE OF WISCONSIN)  
COUNTY OF ROCK )ss

Personally came before me this 26 day of July, 2022 the above named Roger M. Berg and David A. Olsen, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Grove Homes, LLC

  
\_\_\_\_\_  
Notary Public, Rock County, Wis.  
My Commission expires 1/06/24



This Instrument was drafted by  
Attorney Walter Shannon  
State Bar No. 1055751  
104 West Main St.  
Evansville, WI 53536  
608-882-5944

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.16 acres and will include the dwelling unit with the address of 573 Stonewood Court. Lot 2 will contain the remaining 0.11 acres with the dwelling unit addressed at 571 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.

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

**Plan Commission Action:** The Plan Commission held a public hearing and recommended approval of this application at its regular meeting on September 6, 2022.

***Motion to approve a certified survey map to divide parcel 6-27-533.522 into two lots for a two-family twin residence, located at 571 and 573 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.***



## APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

**Application:** LD-2022-0202 **Applicant:** Grove Homes LLC

Parcel 6-27-533.528

**September 13, 2022**

Prepared by: Colette Spranger, Community Development Director

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



*Figure 1 Approximate Location Map*

**Location:** 586/588 Stonewood Court

**Description of request:** A preliminary and final land division application to divide tax parcel 6-27-533.528 in two through a Certified Survey Map.

**Existing Uses:** The existing 0.38 acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will share a driveway but have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

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

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.20 acres and will include the dwelling unit with the address of 586 Stonewood Court. Lot 2 will contain the remaining 0.18 acres with the dwelling unit addressed at 588 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.



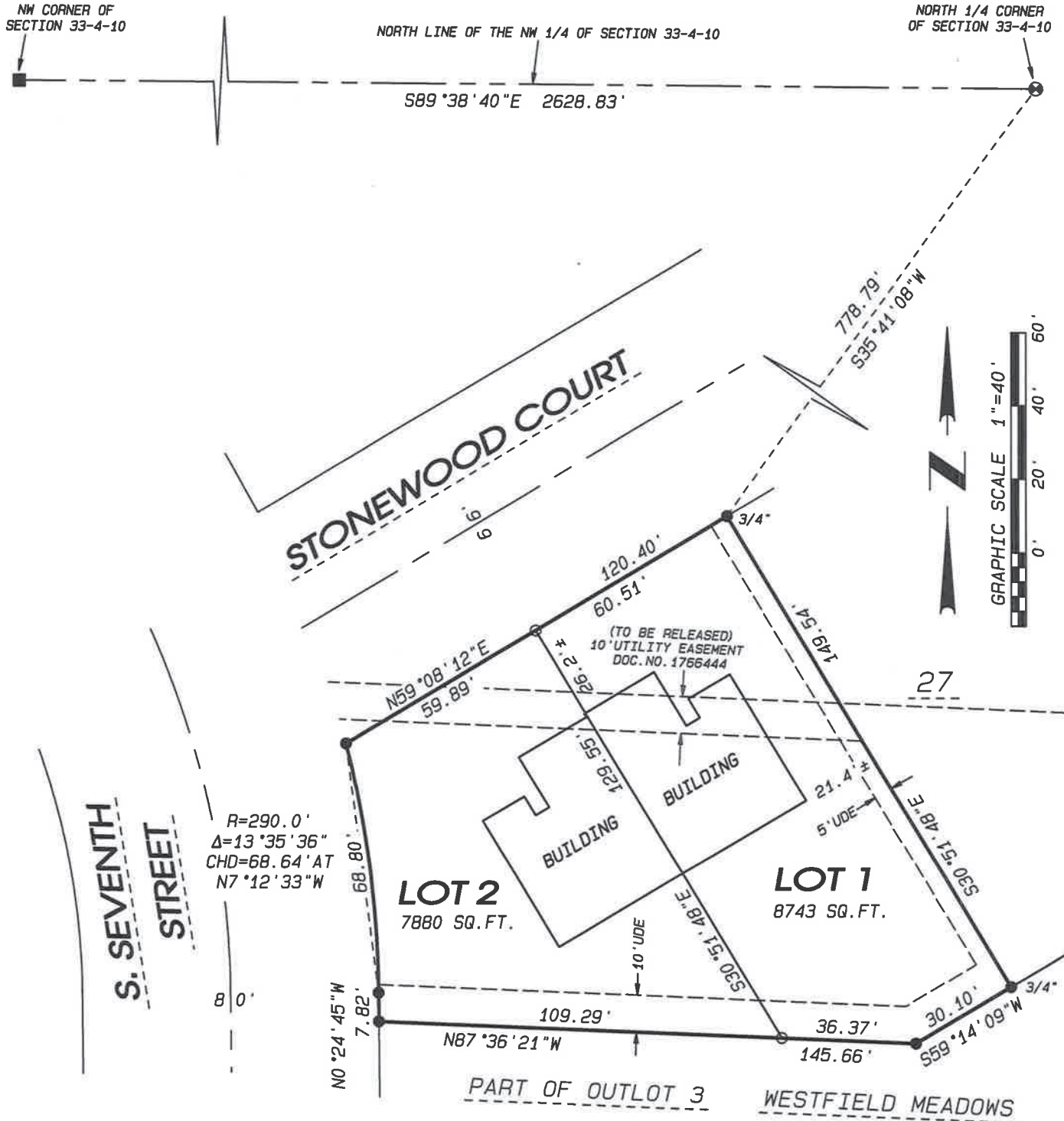
**Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** The proposed land division and land uses are thoroughly consistent with the Future Land Use Map of the Comprehensive Plan. The proposal complies with the design standards and environmental considerations as set forth in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

**Plan Commission Action:** The Plan Commission held a public hearing and recommended approval of this application at its regular meeting on September 6, 2022.

***Motion to approve a certified survey map to divide parcel 6-27-533.528 into two lots for a two-family twin residence, located at 586 and 588 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the final CSM and joint cross access and maintenance agreement is recorded with Rock County Register of Deeds.***

# CERTIFIED SURVEY MAP

LOT 28 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUT-LOT 3, WESTFIELD MEADOWS, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



## LEGEND:

- |  |   |
|--|---|
| ○ SET IRON PIN, 3/4"x 24",<br>1.5 LBS./LIN. FT.        | ● FOUND ALUMINUM MONUMENT                             |
| ● FOUND IRON PIN 1-1/4" DIA.<br>UNLESS OTHERWISE SHOWN | ■ FOUND CUT STONE MONUMENT                            |
| UDE  | UTILITY AND DRAINAGE EASEMENT<br>PER DOC. NO. 2206529 |

NOTE: FIELDWORK COMPLETED AUGUST 17 2022

NOTE: ASSUMED 589°38'40"E ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 33-4-10.

Project No. 122 - 362G For: BERG

SHEET 1 OF 3 SHEETS



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

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

**CERTIFIED SURVEY MAP**

LOT 28 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

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

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock            SS.            Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well known to be the persons who executed the owner's certificate hereon shown and acknowledged the same.

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

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

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

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

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

SHEET TWO OF THREE SHEETS  
Project No. 122-362G For: GROVE HOMES LLC

**CERTIFIED SURVEY MAP**

LOT 28 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land

Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped

LOT 28 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION,

FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION

AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF

THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF

EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing 16623 Sq. Ft. That

such map is a correct representation of all exterior boundaries of the land

surveyed and the division of that land. That I have made such survey, division,

and map by the direction of Roger M. Berg and that I have fully complied with the

provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing,

and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

No. \_\_\_\_\_ received for record this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.M., and recorded as \_\_\_\_\_,

of Certified Survey Maps of Rock County, Wisconsin.

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

SHEET THREE OF THREE SHEETS

Project No. 122-362G For: GROVE HOMES LLC

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

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

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

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

WRDA Rev. 12/22/2010

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**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_\_\_ day of July, 2022 by GROVE HOMES, LLC, ("Owner").

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 586 and 588 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 28 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

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

EXECUTED as set forth below.

7/26/22

Grove Homes, LLC, by:

Roger M. Berg  
Roger M. Berg, Member

David A. Olsen  
David A. Olsen, Member

STATE OF WISCONSIN)  
COUNTY OF ROCK )ss

Personally came before me this 26 day of July, 2022 the above named Roger M. Berg and David A. Olsen, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Grove Homes, LLC

Jensena M Vogel  
Notary Public, Rock County, Wis.  
My Commission expires 1/6/26



This Instrument was drafted by  
Attorney Walter Shannon  
State Bar No. 1055751  
104 West Main St.  
Evansville, WI 53536  
608-882-5944





## APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

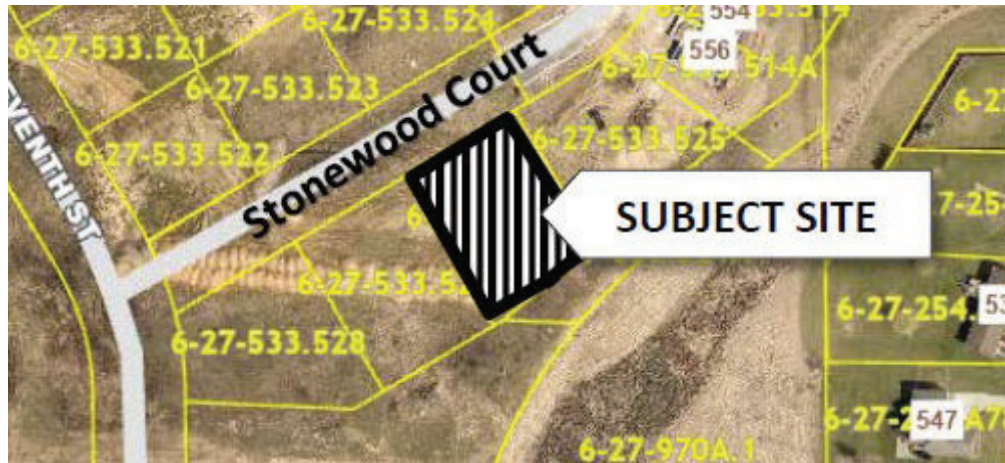
**Application:** LD-2022-0203 **Applicant:** Grove Homes LLC

Parcel 6-27-533.526

**September 13, 2022**

Prepared by: Colette Spranger, Community Development Director

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



*Figure 1 Approximate Location Map*

**Location:** 570/572 Stonewood Court

**Description of request:** A preliminary and final land division application to divide tax parcel 6-27-533.526 in two through a Certified Survey Map.

**Existing Uses:** The existing 0.36 acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will not share a driveway but have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

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

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.17 acres and will include the dwelling unit with the address of 570 Stonewood Court. Lot 2 will contain the remaining 0.19 acres with the dwelling unit addressed at 572 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code. Additionally, an access

easement agreement has been submitted for Lot 2 of this CSM, which will share a driveway with 578 Stonewood Court.

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

**Plan Commission Action:** The Plan Commission held a public hearing and recommended approval of this application at its regular meeting on September 6, 2022.

***Motion to approve a certified survey map to divide parcel 6-27-533.526 into two lots for a two-family twin residence, located at 570 and 572 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the following conditions:***

- 1) The 8-foot access easement is added to the west border on Lot 2 of this CSM.***
- 2) The final CSM, joint cross access and maintenance agreement, and access easement agreement is recorded for both lots with Rock County Register of Deeds.***



**CERTIFIED SURVEY MAP**

LOT 26 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

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

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock            SS.            Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well known to be the persons who executed the owner's certificate hereon shown and acknowledged the same.

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

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

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

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

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

SHEET TWO OF THREE SHEETS

Project No. 122-362E For: GROVE HOMES LLC

**CERTIFIED SURVEY MAP**

LOT 26 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land

Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped LOT 26 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing 15882 Sq. Ft. That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division, and map by the direction of Roger M. Berg and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

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

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

**SHEET THREE OF THREE SHEETS**

Project No. 122-362E For: GROVE HOMES LLC

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

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

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

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

WRDA Rev. 12/22/2010

INFO-PRO® [www.infoproforms.com](http://www.infoproforms.com)

JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT

THIS AGREEMENT, is made this \_\_\_ day of July, 2022 by GROVE HOMES, LLC, (“Owner”).

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 570 and 572 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 26 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

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

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

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

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit (“Unit Owners”), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. In the event of damage or destruction to the common wall, roof where the common wall attaches, from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.
4. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of

the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

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

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

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

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

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

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

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

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

13. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel



A and Parcel B.

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

EXECUTED as set forth below.

Dated: 7/26/22

GROVE HOMES, LLC

By: *Roger M. Berg*  
Roger M. Berg, Member

*David A. Olsen*  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this 26 day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Jensena M Vogel*  
Name: Jensena M Vogel  
Notary Public, State of Wisconsin  
My commission 1/6/26

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

## ACCESS EASEMENT AGREEMENT

THIS AGREEMENT (the *Agreement*) is between GROVE HOMES, LLC (*Parcel A Owner*) and GROVE HOMES, LLC, (*Parcel B Owner*).

### RECITALS:

A. Parcel A Owner is the owner of certain real property located at 572 Stonewood Court, Evansville, Rock County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.

B. Parcel B Owner is the owner of certain real property located at 578 Stonewood Court, Evansville, Rock County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. There is an existing driveway, a portion of which is located on Parcel A and a portion of which is located on Parcel B and more particularly described on the attached Exhibit C, shown on attached Exhibit D, and referred to on the exhibits and in this Agreement as the *Easement Area*.

D. The parties wish to create an easement (the *Access Easement*) over their respective portions of the Easement Area for ingress and egress purposes to Stonewood Court, and related use of the Easement Area.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant.** Parcel A and Parcel B Owners grant to each other, their successors and assigns, a nonexclusive perpetual easement and right-of-way over the Easement Area as a joint driveway for ingress and egress to Stonewood Court.

2. **Permitted Users.** The Access Easement granted in Section 1, above, may be used by both Parcel A and Parcel B Owners, their respective tenants, employees, customers, and invitees.

3. **Maintenance Costs.** The parties shall be equally responsible for the costs of repairing and maintaining the Easement Area, and for the removal of snow and ice therefrom. In the event the Driveway is damaged by the actions of either party, their guests or invitees, then the damage shall be repaired and the repairs paid for by the party who caused the damage or allowed their guests or invitees to cause the damage.

4. **Indemnity.** Parcel A Owner and Parcel B Owner shall indemnify and defend each other, and their respective officers, agents, and employees from all liability, suits, actions, claims,

costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Easement Area.

**5. Insurance.** Parcel A Owner and Parcel B Owner shall both maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming each other as the insured, to insure against injury to property, person, or loss of life arising out of the use, occupancy, or maintenance of the Easement Area with limits of coverage that are at levels customarily maintained by other individuals/entities in the community in which the Easement Area is located.

**6. Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's enjoyment of such rights. The Driveway shall be kept free and clear of all vehicles and obstructions at all times so as to permit both parties free and unencumbered access to Stonewood Court.

**7. Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns.

**8. Non-Use.** Non-use or limited use of the easement rights granted in this Agreement by either party shall not prevent the other party from later use of the easement rights to the fullest extent authorized in this Agreement.

**9. Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

**10. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Rock County, Wisconsin.

**11. No Merger.** There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

**12. Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

**13. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

**14. Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

**15. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

**16. No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner and Parcel B Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of Private Drive or No Trespassing signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated: \_\_\_\_\_

GROVE HOMES, LLC (Parcel A Owner)

By:

\_\_\_\_\_  
Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

GROVE HOMES, LLC (Parcel B Owner)

By:

\_\_\_\_\_  
Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this \_\_\_\_ day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

**DRAFT**

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against Parcels A and B, consents to the above Agreement and agrees that its interest in Parcel A and B shall be subject to the terms of the Agreement.

\_\_\_\_\_  
BANK  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF ROCK

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_ (name of office) of \_\_\_\_\_ Bank.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

**EXHIBIT A**

(Legal Description of Parcel A – 572 Stonewood Court)

572 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 26 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT B**

(Legal Description of Parcel B – 578 Stonewood Court)

578 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 1, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 27 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT C**

(Legal description of Easement Area)

To be supplied by Combs & Associates, at a future date.



## APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT

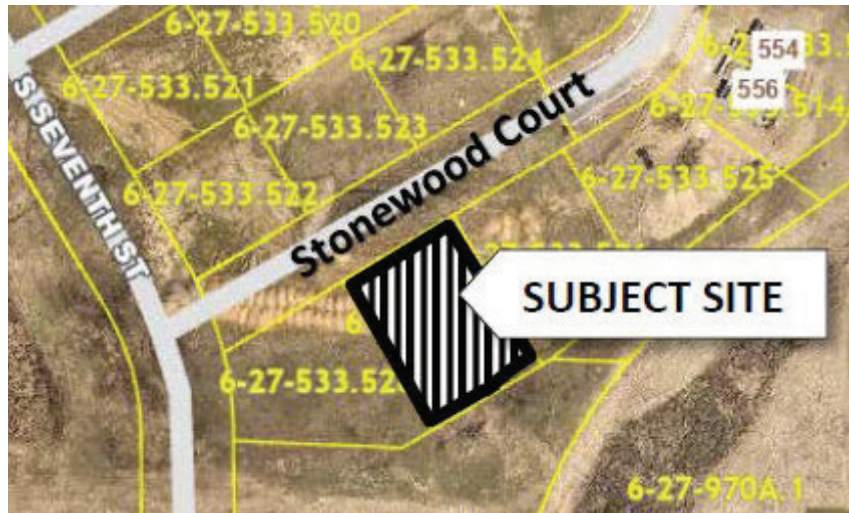
**Application:** LD-2022-0204 **Applicant:** Grove Homes LLC

Parcel 6-27-533.527

**September 13, 2022**

Prepared by: Colette Spranger, Community Development Director

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



*Figure 1 Approximate Location Map*

**Location:** 578/580 Stonewood Court

**Description of request:** A preliminary and final land division application to divide tax parcel 6-27-533.527 in two through a Certified Survey Map.

**Existing Uses:** The existing 0.38 acre parcel is under construction with a two-family residence with two separate dwelling units. The two units will not share a driveway but have yard spaces in common in addition to the common wall adjoining the building. In order for the owner to sell each unit separately upon completion, the units must be legally divided.

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

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.19 acres and will include the dwelling unit with the address of 578 Stonewood Court. Lot 2 will contain the remaining 0.19 acres with the dwelling unit addressed at 580 Stonewood Court. A joint cross access and maintenance agreement has been submitted along with the land division application,



as is required by Sec. 130-323(5) of the Municipal Code. Additionally, an access easement agreement has been submitted for Lot 1 of this CSM, which will share a driveway with 572 Stonewood Court.

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

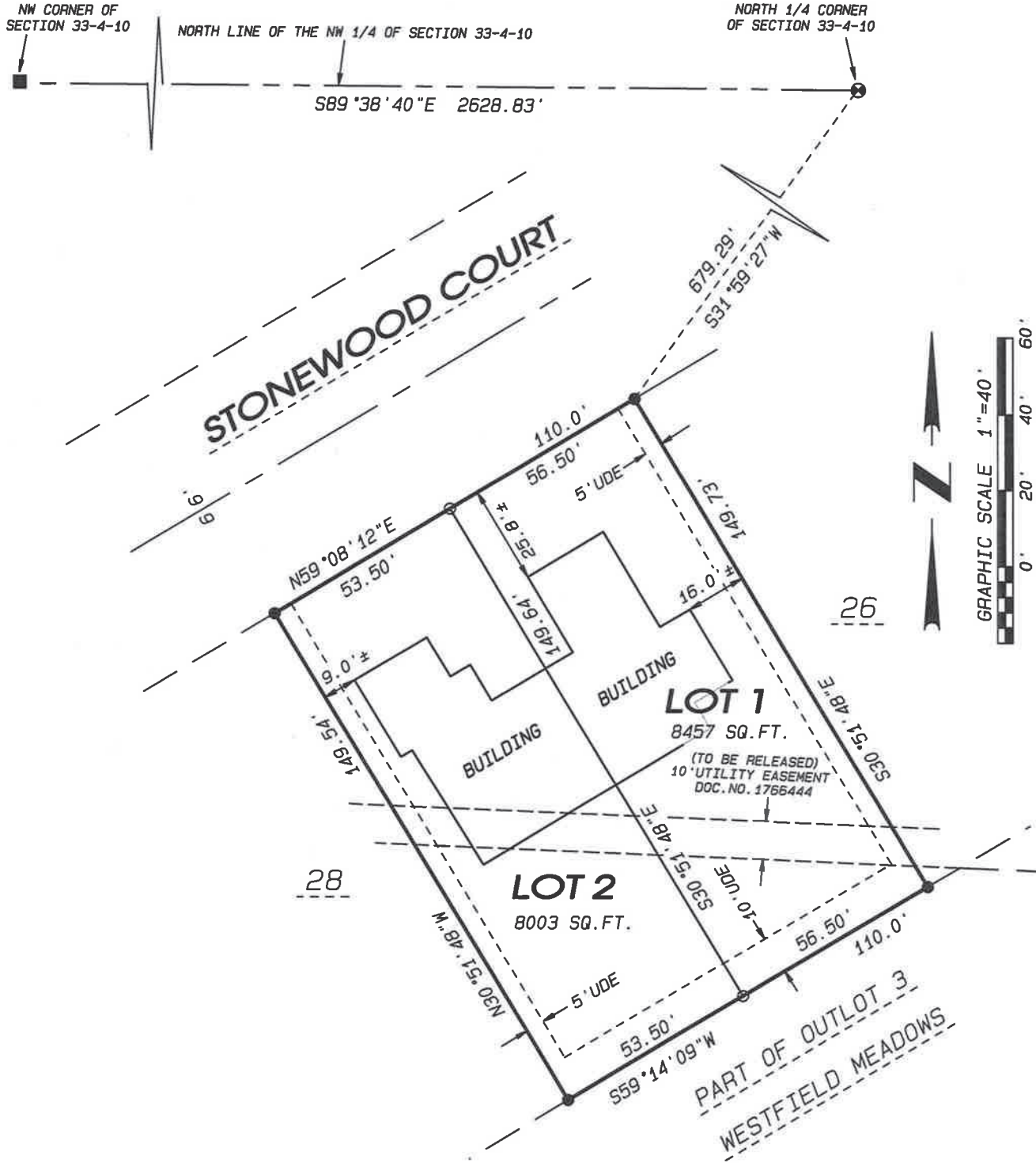
**Plan Commission Action:** The Plan Commission held a public hearing and recommended approval of this application at its regular meeting on September 6, 2022.

***Motion to approve a certified survey map to divide parcel 6-27-533.527 into two lots for a two-family twin residence, located at 578 and 580 Stonewood Court, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the following conditions:***

- 1) The 8-foot access easement is added to the east border on Lot 1 of this CSM.***
- 2) The final CSM, joint cross access and maintenance agreement, and access easement agreement is recorded for both lots with Rock County Register of Deeds.***

# CERTIFIED SURVEY MAP

LOT 27 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUT-LOT 3, WESTFIELD MEADOWS, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH PM., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.



## LEGEND:

- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT.
- FOUND 3/4" IRON PIN
- ⊙ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE MONUMENT
- UDE UTILITY AND DRAINAGE EASEMENT PER DOC. NO. 2206529

NOTE: FIELDWORK COMPLETED AUGUST 17 2022

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

Project No. 122 - 362F For: BERG

SHEET 1 OF 3 SHEETS



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

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

**CERTIFIED SURVEY MAP**

LOT 27 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE-GROVE HOMES, LLC**

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

x \_\_\_\_\_  
Roger M. Berg

x \_\_\_\_\_  
David A. Olsen

State of Wisconsin  
County of Rock      SS.      Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Roger M. Berg and David A. Olsen to me well known to be the persons who executed the owner's certificate hereon shown and acknowledged the same.

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

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

**CITY OF EVANSVILLE APPROVAL**

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Clerk \_\_\_\_\_

**ROCK COUNTY TREASURER'S CERTIFICATE**

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

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

SHEET TWO OF THREE SHEETS

Project No. 122-362F For: GROVE HOMES LLC

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

**CERTIFIED SURVEY MAP**

LOT 27 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

State of Wisconsin

County of Rock

SS.

I, Ryan M. Combs, a Professional Land Surveyor No. 2677, do hereby certify that I have surveyed, divided, and mapped LOT 27 OF FIRST ADDITION TO STONEWOOD GROVE SUBDIVISION, FORMERLY BEING PART OF LOT 15, STONEWOOD GROVE SUBDIVISION AND PART OF OUTLOT 3, WESTFIELD MEADOWS, LOCATED IN NE 1/4 OF THE NW 1/4 OF SECTION 33, T.4N., R.10E. OF THE 4TH P.M., CITY OF EVANSVILLE, ROCK COUNTY, WISCONSIN. Containing 16460 Sq. Ft. That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey, division, and map by the direction of Roger M. Berg and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in surveying, dividing, and mapping the same.

Given under my hand and seal this 15th day of August 2022, at Janesville, Wisconsin.

**RECORDING DATA**

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

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

**SHEET THREE OF THREE SHEETS**

Project No. 122-362F For: GROVE HOMES LLC

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

**Joint Cross Access and  
Maintenance Agreement**

Document Number

Document Title

Recording Area

Name and Return Address

**Shannon Law Office, LLC  
104 W. Main Street  
Evansville, WI 53536**

Parcel Identification Number (PIN)

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

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

WRDA Rev. 12/22/2010

INFO-PRO® [www.infoproforms.com](http://www.infoproforms.com)

**JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, is made this \_\_ day of July, 2022 by GROVE HOMES, LLC, (“Owner”).

WHEREAS, Grove Homes, LLC is the owner of the real estate located at 578 and 580 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 27 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

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

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

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

1. There is a joint wall separating the zero lot line duplexes located on the property described above.
2. The owners of each unit (“Unit Owners”), are equally responsible for the maintenance of the common wall and roof area where the common wall attaches. The cost of maintaining the common wall and roof area where the common wall attaches shall be borne equally by the Unit Owners on either side of said shared wall.
3. In the event of damage or destruction to the common wall, roof where the common wall attaches, from any cause, other than the negligence or intentional act of either party hereto, the Unit Owners shall repair or rebuild said items. The cost of such repair or rebuilding shall be borne equally by the Unit Owners.
4. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of

the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

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

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

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

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

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

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

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

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

13. There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel

A and Parcel B.

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

EXECUTED as set forth below.

Dated: 7/26/22

GROVE HOMES, LLC

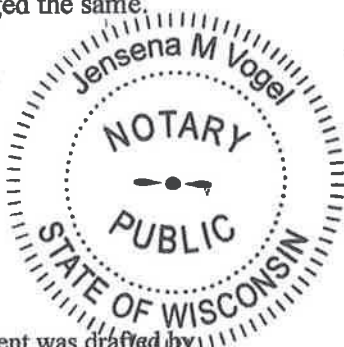
By: *Roger M. Berg*  
Roger M. Berg, Member

*David A. Olsen*  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this 26 day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Jensena M Vogel*  
Name: Jensena M Vogel  
Notary Public, State of Wisconsin  
My commission 1/26/26

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944



## ACCESS EASEMENT AGREEMENT

THIS AGREEMENT (the *Agreement*) is between GROVE HOMES, LLC (*Parcel A Owner*) and GROVE HOMES, LLC, (*Parcel B Owner*).

### RECITALS:

A. Parcel A Owner is the owner of certain real property located at 572 Stonewood Court, Evansville, Rock County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.

B. Parcel B Owner is the owner of certain real property located at 578 Stonewood Court, Evansville, Rock County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. There is an existing driveway, a portion of which is located on Parcel A and a portion of which is located on Parcel B and more particularly described on the attached Exhibit C, shown on attached Exhibit D, and referred to on the Exhibits and in this Agreement as the *Easement Area*.

D. The parties wish to create an easement (the *Access Easement*) over their respective portions of the Easement Area for ingress and egress to Stonewood Court, and related use of the Easement Area.

### AGREEMENT

For and in valuable consideration received and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant.** Parcel A and Parcel B Owners grant to each other, their successors and assigns, a non-exclusive perpetual easement and right-of-way over the Easement Area as a joint driveway for ingress and egress to Stonewood Court.

2. **Permitted Use.** The Access Easement granted in Section 1, above, may be used by both Parcel A and Parcel B Owners, their respective tenants, employees, customers, and invitees.

3. **Maintenance Costs.** The parties shall be equally responsible for the costs of repairing and maintaining the Easement Area, and for the removal of snow and ice therefrom. In the event the Driveway is damaged by the actions of either party, their guests or invitees, then the damage shall be repaired and the repairs paid for by the party who caused the damage or allowed their guests or invitees to cause the damage.

4. **Indemnity.** Parcel A Owner and Parcel B Owner shall indemnify and defend each other, and their respective officers, agents, and employees from all liability, suits, actions, claims,

costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of Easement Area.

**5. Insurance.** Parcel A Owner and Parcel B Owner shall both maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming each other as the insured, to insure against injury to property, person, or loss of life arising out of the use, occupancy, or maintenance of the Easement Area with limits of coverage that are at levels customarily maintained by other individuals/entities in the community in which the Easement Area is located.

**6. Equal Rights of Use.** Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's enjoyment of such rights. The Driveway shall be kept free and clear of all vehicles and obstructions at all times so as to permit both parties free and unobstructed access to Stone Road Court.

**7. Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns.

**8. Non-use.** Non-use or limited use of the easement rights granted in this Agreement by either party shall not prevent the other party from their use of the easement rights to the fullest extent authorized in this Agreement.

**Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

**10. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Rock County, Wisconsin.

**11. No Merger.** There shall be no merger of the Parties' individual rights and obligations under this Agreement if the same person acquires or holds, directly or indirectly, the ownership of both Parcel A and Parcel B.

**12. Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

**13. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

**14. Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of its obligations of the other party shall not be construed to be a waiver of any breach of any other term or conditions of this Agreement.

**15. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating, attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

**16. No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel A Owner and Parcel B Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of Private Driveway or No Trespassing signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated: \_\_\_\_\_

GROVE HOMES, LLC (Parcel A Owner)

By: \_\_\_\_\_

Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

GROVE HOMES, LLC (Parcel B Owner)

By: \_\_\_\_\_

\_\_\_\_\_  
Roger M. Berg, Member

\_\_\_\_\_  
David A. Olsen, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK )

Personally came before me this \_\_\_\_ day of July, 2022, the above named Roger M. Berg and David A. Olsen to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_

**DRAFT**

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against Parcels A and B, consents to the above Agreement and agrees that its interest in Parcel A and B shall be subject to the terms of the Agreement.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN)  
COUNTY OF ROCK

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_ (name of office) of \_\_\_\_\_ Bank.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This Instrument was drafted by  
Attorney Walter E. Shannon  
State Bar No. 1055751  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
608-882-5944

**EXHIBIT A**

(Legal Description of Parcel A – 572 Stonewood Court)

572 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 26 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT B**

(Legal Description of Parcel B – 578 Stonewood Court)

578 Stonewood Court, Evansville, Wisconsin, and legally described as follows:

Lot 1, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 26 of First Addition to Stonewood Grove Subdivision, formerly being part of Lot 15, Stonewood Grove Subdivision and Part of Outlot 3, Westfield Meadows, located in the NE 1/4 of the NW 1/4 of Section 33, T.4N., R.10E of the 4th P.M., City of Evansville, Rock County, Wisconsin.

**EXHIBIT C**

(Legal description of Easement Area)

To be supplied by Combs & Associates, at a future date.



**APPLICATION FOR PRELIMINARY AND FINAL LAND DIVISION – STAFF REPORT**

**Application:** LD-2022-0205 **Applicant:** Hurley Homes LLC

Parcel 6-27-533.519

**September 13, 2022**

Prepared by: Colette Spranger, Community Development Director

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

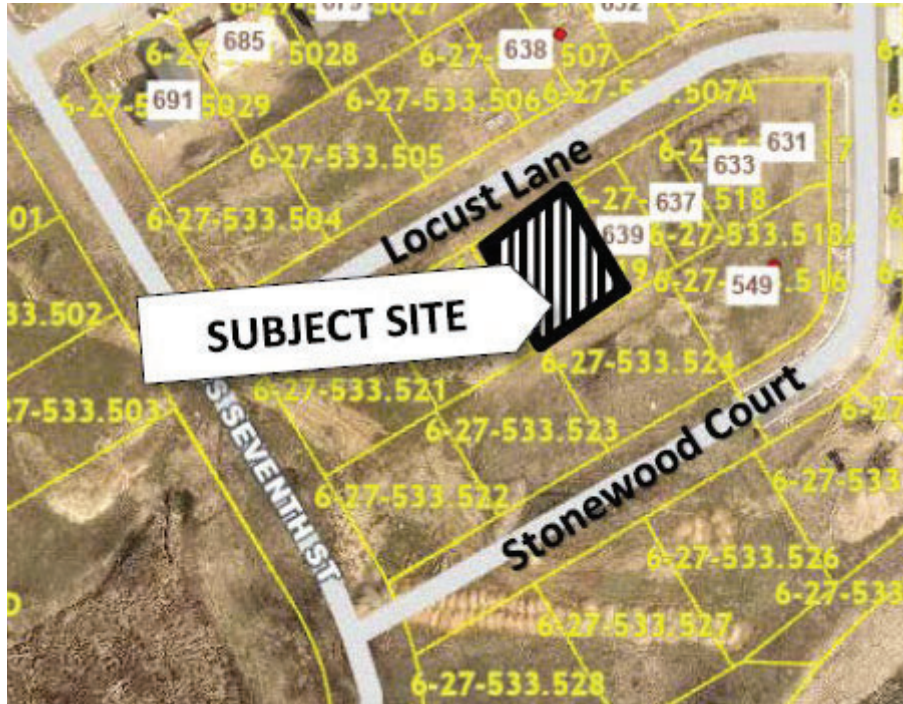


Figure 1 Approximate Location Map

**Location:** 643/645 Locust Lane

**Description of request:** A preliminary and final land division application to divide tax parcel 6-27-533.519 in two through a Certified Survey Map.

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

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

**Proposed Land Division:** The CSM will divide the parcel into two lots, using the common wall of the building as a lot line. This kind of land division is commonly referred to as a zero lot line CSM. Lot 1 is proposed to be 0.12 acres and will include the dwelling unit with the address of 643 Locust Lane. Lot 2 will contain the remaining 0.12 acres with the dwelling unit addressed at 645 Locust Lane. A joint cross access and maintenance agreement has been submitted along with the land division application, as is required by Sec. 130-323(5) of the Municipal Code.

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

**Plan Commission Action:** The Plan Commission held a public hearing and recommended approval of this application at its regular meeting on September 6, 2022.

***Motion to approve a certified survey map to divide parcel 6-27-533.519 into two lots for a two-family twin residence, located at 643 and 645 Locust Lane, finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the condition that the CSM and joint cross access and maintenance agreement are recorded for both lots with Rock County Register of Deeds.***





**JOINT CROSS-ACCESS AND  
MAINTENANCE AGREEMENT**

Document Number

Document Title

In re:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_,  
2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps,  
on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County,  
Wisconsin, being part of Lot 19, Stonewood Grove Subdivision, Section 33,  
T.4N., R.10E., of the 4th P.M., City of Evansville, Rock County, Wisconsin.

Recording Area

Name and Return Address

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

Parcel Identification Number (PIN)

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

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

JOINT CROSS ACCESS  
AND MAINTENANCE AGREEMENT

THIS AGREEMENT, is made this 1st day of August, 2022 by HURLEY HOMES, LLC, (“Owner”).

WHEREAS, Hurley Homes, LLC is the owner of the real estate located at 643 and 645 Locust Lane, Evansville, Wisconsin, and legally described as follows:

Lots 1 and 2, of a Certified Survey Map No. \_\_\_\_\_ recorded \_\_\_\_\_, 2022, as Document No. \_\_\_\_\_, in Volume \_\_\_\_ of Certified Survey Maps, on pages \_\_\_\_\_, in the office of the Register of Deeds for Rock County, Wisconsin, being part of Lot 19, Stonewood Grove Subdivision, Section 33, T.4N., R.10E., of the 4th P.M., City of Evansville, Rock County, Wisconsin.

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

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

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

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

5. If either Unit Owner's negligence or intentional act shall cause damage to or destruction of the common wall or joint driveway, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence or intentional act, the other party may have such item repaired or restored and shall be entitled to have a contractor lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable.

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

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

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

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

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

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


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

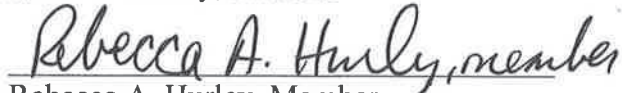
13. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

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

EXECUTED as set forth below.

Hurley Homes, LLC, by:

  
\_\_\_\_\_  
Noah A. Hurley, Member

  
\_\_\_\_\_  
Rebecca A. Hurley, Member

STATE OF WISCONSIN)  
COUNTY OF ROCK )ss

Personally came before me this 1st day of August, 2022, the above named Noah A. Hurley and Rebecca A. Hurley, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of Hurley Homes, LLC.

  
\_\_\_\_\_  
Notary Public, Rock County, Wis.

My Commission expires: 

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



**CITY OF EVANSVILLE**  
**Resolution 2022 - 26**

*A Resolution Authorizing Relief from Public Dedication and the Transfer of Real Estate*

**WHEREAS**, the City entered into a development agreement, plus addendum, with BWP & F LLC, on January 9<sup>th</sup>, 2015, for a subdivision project known as “Windmill Ridge;” and

**WHEREAS**, the final plat for Westfield Meadows First Addition was reviewed and approved by the Common Council of the City of Evansville, on October 12, 2021; and

**WHEREAS**, the prior dedication of Outlot 1 of the Windmill Ridge Subdivision to the City was vacated and removed from its public dedication by City of Evansville Resolution 2022-02, passed on January 11, 2022; and

**WHEREAS**, Outlot 1 of the Windmill Ridge subdivision needs to be transferred to the developers in an appropriate exchange of property to allow access to the West Side Park; and

**WHEREAS**, Outlot 2 of the Windmill Ridge subdivision has been dedicated to the public for recreation access and use; and

**WHEREAS**, a portion of Outlot 2 of the Windmill Ridge subdivision needs to be released from its dedication and transferred to the developers in an appropriate exchange of property to allow access to the West Side Park; and

**WHEREAS**, Outlots 6, 7, and 8 in the Westfield Meadows First Addition final plat are to be transferred by the developers to the City in an appropriate exchange of property to allow access to the West Side Park;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Evansville, in order to allow for public access to public property, as follows:

Outlot 1 of the Windmill Ridge Subdivision shall be deeded by the City to the developers. Further, a portion of Outlot 2 of the Windmill Ridge subdivision is relieved from its public dedication and shall be deeded by the City to the developers. Finally, Outlots 6, 7, and 8 in the Westfield Meadows First Addition subdivision will be deeded from the developers to the City.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Dianne Duggan, Mayor

ATTEST:

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

Introduced: 9/13/2022  
Adopted: 9/13/2022  
Published: \_\_\_/\_\_\_/2022

SECOND READING  
CITY OF EVANSVILLE  
ORDINANCE #2022-12

AN ORDINANCE TO ADOPT A TEN-YEAR UPDATE TO THE SMART GROWTH  
COMPREHENSIVE PLAN OF THE CITY OF EVANSVILLE, WISCONSIN.

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

WHEREAS, Pursuant to §62.23(2) and (3) of Wisconsin Statutes, the City of Evansville is authorized to prepare and adopt a comprehensive plan as in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes: and

WHEREAS, The City of Evansville, Wisconsin, adopted the *City of Evansville, WI Smart Growth Comprehensive Plan* in June, 2005 and plan amendments in May, 2011 and November 2015; and

WHEREAS, City of Evansville staff, working under the direction of the Plan Commission and Common Council, have prepared a comprehensive plan amendment entitled *City of Evansville, WI Smart Growth Comprehensive Plan, updated September 2022*.

WHEREAS, The document entitled *City of Evansville, WI Smart Growth Comprehensive Plan, updated September 2022* supersedes all previous comprehensive plans and amendments.

WHEREAS, As part of the City's original adoption of the smart growth comprehensive plan, The Common Council of the City of Evansville, Wisconsin, adopted and has since followed written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required under §66.1001(4)(a); and

WHEREAS, The Plan Commission of the City of Evansville, Wisconsin by a majority vote on October 5<sup>th</sup>, 2015 of the entire Plan Commission has recommended to the Common Council the adoption of the document entitled, *City of Evansville, WI Smart Growth Comprehensive Plan, updated September 2022*: which contains all of the elements specified in §66.1001(2); and

WHEREAS, The City of Evansville, Wisconsin, has held a public hearing September 13, 2022 on this ordinance, in compliance with the requirements of §66.1001(d)(4); and

WHEREAS, The Common Council of the City of Evansville, Wisconsin, does, by enacting this ordinance formally adopt the document entitled, *City of Evansville, WI Smart Growth Comprehensive Plan, updated September 2022*, together with any modifications noted in the minutes of the meeting of the Common Council on September 13, 2022, pursuant to §66.1001(4)(c); and

WHEREAS, This ordinance shall take effect upon its passage by a majority of the members elect of the Common Council of the City of Evansville, Wisconsin, and publication as provided by law;

NOW THEREFORE, The Common Council for the City of Evansville, Rock County, Wisconsin, ordain that the document entitled *City of Evansville, WI Smart Growth Comprehensive Plan, updated September 2022* is hereby adopted.

Passed and adopted this 13<sup>th</sup> day of September, 2022

\_\_\_\_\_(SEAL)  
Dianne C. Duggan, Mayor

ATTEST: \_\_\_\_\_(SEAL)  
Leah Hurtley, Deputy City Clerk

Introduced: August 9, 2022  
Notices published: 08/10/2022 & 08/17/2022  
Public hearing held: 09/13/2022  
Adopted: 09/13/2022  
Published: 09/---/2022 (within 10 days of adoption)

*Sponsored by Alderperson ----- and ----- Cole*

*First reading draft prepared on 08/05/22 by Jason Sergeant, City Administrator*



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	921743	DOLLINC LLC	REFUND W&L OVERPAYMENT	16120522-20	08/26/2022	41.80	48676	.00	0	
01-1000130	UTILITY CASH CLEARING	922430	HURLEY HOMES LLC	REFUND W&L OVER PAYMENT	2022-08	08/10/2022	24.30	48619	.00	0	
01-1000130	UTILITY CASH CLEARING	922512	RYAN & JULIA EGAN	REFUND SOLAR CREDIT	23224002-08	08/10/2022	775.17	48621	.00	0	
01-1000130	UTILITY CASH CLEARING	922744	WILLIAMS, SCOTT & JENNI	REFUND W&L OVERPAYMENT	2022-07	08/10/2022	5.01	48630	.00	0	
01-1000130	UTILITY CASH CLEARING	922745	ANYTHING FOR HOMES	REFUND W&L OVERPAYMENT	2022-08	08/10/2022	7.60	48611	.00	0	
01-1000130	UTILITY CASH CLEARING	922747	FLORES, LINDA	REFUND - W&L	REFUND	08/26/2022	138.32	48679	.00	0	
01-1000130	UTILITY CASH CLEARING	922748	SCANLON, DANIEL & KIMB	REFUND-OVERPAYMENT W&L	REFUND 07	08/26/2022	9.24	48692	.00	0	
Total 011000130:							1,001.44		.00		
10-1650000	PREPAYMENTS	1850	COMPUTER KNOW HOW L	20 PRE PAID SERVICE HOURS	37561	08/05/2022	2,000.00	48580	.00	0	
Total 101650000:							2,000.00		.00		
10-1650020	PREPAID POSTAGE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-PREPAID POSTAGE	5090-0822	08/18/2022	98.20-	48657	.00	0	
Total 101650020:							98.20-		.00		
10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 7/29/2022	PR0729221	08/30/2022	10,951.19	20131883	.00	0	
10-2131100	FEDERAL W/H TAX DEDUCTIO	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT FEDERAL WITHHOLDING TAX Pay Period: 8/12/2022	PR0812221	08/30/2022	10,697.18	20131883	.00	0	
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10-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 7/29/2022	PR0729221	08/30/2022	4,695.25	20131887	.00	0	
10-2131200	STATE W/H TAX DEDUCTION	5550	WI DEPT OF REVENUE-EF	SWT STATE WITHHOLDING TAX Pay Period: 8/12/2022	PR0812221	08/30/2022	4,589.59	20131887	.00	0	
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10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 7/15/2022	PR0715221	08/30/2022	183.83	20131888	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 7/15/2022	PR0715221	08/30/2022	183.83	20131888	.00	0	
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10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS -							

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
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10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP RETIREE HEALTH CARE PAYMENTS Pay Period: 7/29/2022	PR0729221	08/30/2022	1,861.38	20131888	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 7/29/2022	PR0729221	08/30/2022	650.52	20131888	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - SINGLE (PRE TAX) Pay Period: 7/29/2022	PR0729221	08/30/2022	4,154.51	20131888	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 7/29/2022	PR0729221	08/30/2022	3,083.64	20131888	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS DED/EXP HEALTH INS - FAMILY (PRE TAX) Pay Period: 7/29/2022	PR0729221	08/30/2022	21,094.84	20131888	.00	0	
10-2132110	HEALTH INSURANCE	1997	WI DEPT-EMPLOYEE TRU	HEALTH INS ADDITION-CS ADJUST	PR080122 A	08/30/2022	875.92	20131888	.00	0	
Total 102132110:							59,828.64		.00		
10-2132120	DENTAL INSURANCE	1998	DELTA DENTAL OF WISCO	DENTAL INS DED/EXP DENTAL INSURANCE Employer Pay Period: 7/29/2022	PR0729221	08/26/2022	3,990.47	48675	.00	0	
Total 102132120:							3,990.47		.00		
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 7/1/2022	PR0701220	08/30/2022	62.47	20131891	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 7/1/2022	PR0701220	08/30/2022	4,859.51	20131891	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 7/1/2022	PR0701220	08/30/2022	4,859.51	20131891	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 7/1/2022	PR0701220	08/30/2022	2,075.08	20131891	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 7/1/2022	PR0701220	08/30/2022	3,843.71	20131891	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS ELECTED Pay Period: 7/1/2022	PR0701220	08/30/2022	62.47	20131891	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS PROTECTED UNION Pay Period: 7/15/2022	PR0715220	08/30/2022	3,582.30	20131891	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 7/15/2022	PR0715220	08/30/2022	4,900.04	20131891	.00	0	
10-2132130	RETIREMENT PAYABLE	5610	WISCONSIN RETIREMENT	WIS RETIRE EXP WRS GENERAL Pay Period: 7/15/2022	PR0715220	08/30/2022	4,900.04	20131891	.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
Total 102132130:							31,079.09		.00		
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 7/29/2022	PR0729221	08/30/2022	8,140.23	20131883	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 7/29/2022	PR0729221	08/30/2022	7,233.02	20131883	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 7/29/2022	PR0729221	08/30/2022	1,691.58	20131883	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 7/29/2022	PR0729221	08/30/2022	1,691.58	20131883	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 8/12/2022	PR0812221	08/30/2022	7,810.77	20131883	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 8/12/2022	PR0812221	08/30/2022	6,997.48	20131883	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 8/12/2022	PR0812221	08/30/2022	1,636.52	20131883	.00	0	
10-2133100	FICA DEDUCTIONS	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 8/12/2022	PR0812221	08/30/2022	1,636.52	20131883	.00	0	
Total 102133100:							36,837.70		.00		
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 7/29/2022	PR0729223	08/10/2022	432.45	48622	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	LIFE INS DED/EXP LIFE INSURANCE Pay Period: 7/29/2022	PR0729223	08/10/2022	881.04	48622	.00	0	
10-2134300	LIFE INS DEDUCTION	3515	SECURIAN FINANCIAL GR	ADJUSTMENT-ROUNDING	PR0729223	08/10/2022	.01-	48622	.00	0	
Total 102134300:							1,313.48		.00		
10-2136100	UNION DUES DEDUCTIONS	5603	WI PROFESSIONAL POLIC	UNION DUES POLICE UNION DUES-POLICE Pay Period: 7/29/2022	PR0729221	08/05/2022	340.00	48609	.00	0	
Total 102136100:							340.00		.00		
10-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 7/29/2022	PR0729222	08/30/2022	1,141.99	20131889	.00	0	
10-2137000	PAYROLL DEDUCTION MISC	5708	WI SCTF	CHILD SUPPORT DED CHILD SUPPORT Pay Period: 8/12/2022	PR0812222	08/30/2022	1,141.99	20131889	.00	0	
Total 102137000:							2,283.98		.00		
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT	POLICE/VIBA DEFERRED - SBG - AMOUNT Pay Period: 8/12/2022	PR0812220	08/30/2022	400.00	20131884	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 8/12/2022	PR0812221	08/30/2022	1,606.77	20131884	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2849	SECURITY BENEFIT LIFE I	DEF COMP-SBG DEFERRED COMP - SBG-% OF AMT Pay Period: 7/29/2022	PR0729221	08/30/2022	1,604.64	20131885	.00	0	
10-2138000	ICMA RETIREMENT CORP DEF	2855	VANTAGEPOINT TRANS A	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 7/29/2022	PR0729221	08/05/2022	300.00	48606	.00	0	

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
10-2138000	ICMA RETIREMENT CORP DEF	2855	VANTAGEPOINT TRANS A	DEF COMP DED DEFERRED COMP - ICMA - AMOUNT Pay Period: 8/12/2022	PR0812221	08/18/2022	300.00	48665	.00	0	
Total 102138000:							4,211.41		.00		
10-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 7/29/2022	PR0729221	08/30/2022	12.42	20131880	.00	0	
10-2140000	AFLAC ACC INS DEDUCTION	1065	AFLAC	ACC/MED/CCARE DED AFLAC ACCIDENT INSURANCE Pay Period: 8/12/2022	PR0812221	08/30/2022	12.42	20131880	.00	0	
Total 102140000:							24.84		.00		
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC MEDICAL Pay Period: 7/29/2022	PR0729221	08/30/2022	28.28	20131880	.00	0	
10-2141000	AFLAC MED INS DEDUCTIONS	1065	AFLAC	ACC/MED/CCARE DED AFLAC Pay Period: 8/12/2022	PR0812221	08/30/2022	28.27	20131880	.00	0	
Total 102141000:							56.55		.00		
10-2142000	EMPLOYEES REIMBUR AFLAC	1100	RAYMOND D ANDERSON	REIMB MEDICAL EXPENSES	2022-0629	08/18/2022	887.42	48658	.00	0	
10-2142000	EMPLOYEES REIMBUR AFLAC	922002	KERRY LINDROTH	REIMB-AFLAC DEPENDENT CARE	2022-08	08/05/2022	1,480.00	48593	.00	0	
Total 102142000:							2,367.42		.00		
10-44400-560	ZONING PERMITS & FEES	922743	HOUGHTALING, SARAH	REFUND-PERMIT OVERCHARGE	2022-08	08/05/2022	100.00	48589	.00	0	
Total 1044400560:							100.00		.00		
10-51010-300	COUNCIL EXPENSES & SUPPL	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-COUNCIL	IN13860415	08/26/2022	11.09	48681	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-COUNCIL	7875-063022	08/30/2022	144.00	20131886	.00	0	
10-51010-300	COUNCIL EXPENSES & SUPPL	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-COUNCIL	N9547900	08/26/2022	.23	48690	.00	0	
Total 1051010300:							155.32		.00		
10-51020-300	MAYOR EXPENSES	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-MAYOR	7875-063022	08/30/2022	12.00	20131886	.00	0	
Total 1051020300:							12.00		.00		
10-51030-281	MUNI COURT FINES/ASSESS	4700	ST OF WIS CONTROLLER'	COURT FINES/ASSESS-	2022-08	08/10/2022	178.20	48624	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	4320	ROCK COUNTY TREASUR	COURT FINES/ASSESS-AUG	2022-08 C	08/18/2022	71.00	48660	.00	0	
10-51030-281	MUNI COURT FINES/ASSESS	922628	KAETHER, MAX	REDIRECTED RESTITUTION	2022-08	08/10/2022	20.00	48620	.00	0	

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Total 1051030281:							269.20		.00		
10-51030-300	MUNICIPAL COURT EXPENSE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-MUNI COURT	IN13860415	08/26/2022	.27	48681	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	CC-STATE BAR OF WI-T. ALISANKUS-STATE BAR DUES	6004-062722	08/30/2022	499.75	20131886	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	CC-ZOOM-T. ALISANKUS-MEETINGS	6004-070322	08/30/2022	14.99	20131886	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-COURT	7875-063022	08/30/2022	24.00	20131886	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-COURT CLERK	0524455951-	08/26/2022	1.65	48696	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	1090	AT&T	MONTHLY AT&T CHARGES-MUNI COURT	6088228108	08/10/2022	17.81	48612	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-MUNI COURT	5090-0822	08/18/2022	4.24	48657	.00	0	
10-51030-300	MUNICIPAL COURT EXPENSE	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-MUNI COURT	N9547900	08/26/2022	21.60	48690	.00	0	
Total 1051030300:							584.31		.00		
10-51040-210	LEGAL SERVICES	1885	CONSIGNY LAW FIRM SC	ATTY FEES-GENERAL FUND	54919	08/05/2022	2,055.50	48581	.00	0	
Total 1051040210:							2,055.50		.00		
10-51040-215	LEGAL SERVICES MUNI COUR	1885	CONSIGNY LAW FIRM SC	ATTY FEES-MUNI COURT	54920	08/05/2022	2,132.20	48581	.00	0	
Total 1051040215:							2,132.20		.00		
10-51110-110	FINANCE SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99546	08/05/2022	345.60	48605	.00	0	
10-51110-110	FINANCE SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99687	08/18/2022	338.40	48664	.00	0	
10-51110-110	FINANCE SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99861	08/18/2022	345.60	48664	.00	0	
10-51110-110	FINANCE SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-100029	08/26/2022	345.60	48695	.00	0	
Total 1051110110:							1,375.20		.00		
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-CLERK/FINANCE	IN13860415	08/26/2022	200.20	48681	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ADMIN/FIN DIR	IN13860415	08/26/2022	3.63	48681	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-ADMIN/FIN DIR	IN13860415	08/26/2022	40.23	48681	.00	0	
10-51110-250	FINANCE OFFICE EQUIP CON	2540	GORDON FLESCH CO INC	ROUNDING ISSUE	IN13860415	08/26/2022	.03	48681	.00	0	
Total 1051110250:							244.09		.00		
10-51110-251	FINANCE - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-FINANCE	COE-BD 51	08/18/2022	54.82	48644	.00	0	

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Total 1051110251:							54.82		.00		
10-51110-290	FINANCE PUBLISHING CONTR	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	696	08/05/2022	675.00	48603	.00	0	
Total 1051110290:							675.00		.00		
10-51110-300	FINANCE ADMIN EXPENSE	9017	US BANK	CC-AMAZON-J. ROBERTS-MESH DRAWSTRING BAG	2200-063022	08/30/2022	11.99	20131886	.00	0	
Total 1051110300:							11.99		.00		
10-51110-310	FINANCE OFFICE SUPPLIES &	9017	US BANK	CC-AMAZON-J. ROBERTS-HEPA FILTER FOR VACUUM	2200-062422	08/30/2022	99.98	20131886	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-TAPE/PENS	7359782827	08/05/2022	37.85	48602	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-SOFTSOAP REFILL/POUCHES/AIR FRESHNER	7360478698	08/05/2022	73.79	48602	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	4600	STAPLES BUSINESS CRE	SUPPLIES-CITY HALL-DRUM UNIT	7361317154	08/05/2022	129.99	48602	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	922005	KIM DIENBERG	MILEAGE FOR MAIL RUN	2022-07	08/05/2022	21.56	48594	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	3956	PROFESSIONAL BUSINES	WINDOW ENVELOPES	117512	08/05/2022	160.11	48598	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-CITY CLERK	5090-0822	08/18/2022	201.11	48657	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-FINANCE	5090-0822	08/18/2022	30.21	48657	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-FLEX LIMIT PROTECTION FEE	5090-0822	08/18/2022	5.00	48657	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-SUPPLIES	5090-0822	08/18/2022	154.85	48657	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-CITY CLERK	N9547900	08/26/2022	80.55	48690	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-FINANCE	N9547900	08/26/2022	2.03	48690	.00	0	
10-51110-310	FINANCE OFFICE SUPPLIES &	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-ROUNDING	N9547900	08/26/2022	.03-	48690	.00	0	
Total 1051110310:							997.00		.00		
10-51110-330	FINANCE PROFESSIONAL DE	4000	JASON SERGEANT	REIMB MILEAGE-MONONA TERRACE-GOVERNORS CONF	2022-08	08/18/2022	30.01	48651	.00	0	
10-51110-330	FINANCE PROFESSIONAL DE	1234	APT US&C	ANNUAL MEMBERSHIP RENEWAL	25201	08/18/2022	159.00	48636	.00	0	
Total 1051110330:							189.01		.00		
10-51110-361	FINANCE COMMUNICATIONS	1240	THRYV	ADVERTISING/WHITE PAGES-CITY HALL	6100544798	08/26/2022	29.00	48694	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-FINANCE	7875-063022	08/30/2022	96.00	20131886	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM CITY HALL	0052351-072	08/10/2022	237.97	48614	.00	0	
10-51110-361	FINANCE COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-ADMIN	0524337786-	08/26/2022	63.78	48696	.00	0	

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10-51110-361	FINANCE COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES-FINANCE	3503156	08/18/2022	162.57	48632	.00	0	
Total 1051110361:							589.32		.00		
10-51120-355	MUNICIPAL BUILDINGS	1230	ARAMARK	BIWEEKLY RUG SERVICE-CITY HALL	6140036265	08/18/2022	58.07	48637	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1230	ARAMARK	BIWEEKLY RUG SERVICE-CITY HALL	6140039736	08/18/2022	58.07	48637	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	5160	CITY OF EVANSVILLE	ELEC/WATER-CITY HALL	2022-08-CO	08/30/2022	849.85	20131882	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	5600	WE ENERGIES	MONTHLY GAS SERVICE-CITY HALL/MUNI COURT	00002-0722	08/10/2022	50.85	48628	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL-CITY HALL	581121	08/26/2022	52.00	48688	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1090	AT&T	MONTHLY AT&T CHARGES-MUNICIPAL	6088228108	08/10/2022	17.81	48612	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1940	CULLIGAN / COMPLETE W	BOTTLED WATER	0173610	08/18/2022	30.00	48646	.00	0	
10-51120-355	MUNICIPAL BUILDINGS	1940	CULLIGAN / COMPLETE W	COOLER RENTAL	1008659	08/18/2022	8.00	48646	.00	0	
Total 1051120355:							1,124.65		.00		
10-51140-285	DOG & CAT EXPENSE	4320	ROCK COUNTY TREASUR	DOG LICENSES - AUG	2022-08 D	08/18/2022	26.50	48660	.00	0	
10-51140-285	DOG & CAT EXPENSE	4259	HUMANE SOCIETY OF SO	ANIMAL R&B / PICK UP CHARGE	196	08/05/2022	308.36	48590	.00	0	
Total 1051140285:							334.86		.00		
10-51140-510	PROPERTY INSURANCE	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	736.44	20131881	.00	0	
10-51140-510	PROPERTY INSURANCE	921737	CHUBB & SON	ROUNDING ISSUE	QTR 1 22-23	08/30/2022	.01-	20131881	.00	0	
Total 1051140510:							736.43		.00		
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-DEPT OF JUSTICE-EPD-BACKGROUND CHECKS	7376-070122	08/30/2022	14.00	20131886	.00	0	
10-52200-210	PROFESSIONAL SERVICES	9017	US BANK	CC-DEPT OF JUSTICE-EPD-BACKGROUND CHECKS	7376-071922	08/30/2022	14.00	20131886	.00	0	
10-52200-210	PROFESSIONAL SERVICES	4107	TRANS UNION LLC	CREDIT CHECK-POLICE	5729311-220	08/18/2022	116.00	48663	.00	0	
Total 1052200210:							144.00		.00		
10-52200-251	POLICE - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-PD	COE-BD 51	08/18/2022	149.00	48644	.00	0	
Total 1052200251:							149.00		.00		
10-52200-310	POLICE OFFICE SUPPLIES	1060	EVANSVILLE HARDWARE	EPD-LOCK KEYS	200248-3076	08/10/2022	20.64	48617	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-POLICE DEPT	IN13849755	08/26/2022	214.14	48681	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-PUBLIC SAFETY	IN13860415	08/26/2022	9.04	48681	.00	0	

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10-52200-310	POLICE OFFICE SUPPLIES	3980	QUILL CORPORATION	SUPPLIES-PD-SCISSORS	26449663	08/05/2022	23.97	48599	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	1778	CINTAS CORP	RESTOCK 1ST AID-EPD	8405799099	08/18/2022	30.10	48642	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-POLICE	5090-0822	08/18/2022	29.17	48657	.00	0	
10-52200-310	POLICE OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT- POLICE	N9547900	08/26/2022	30.60	48690	.00	0	
Total 1052200310:							357.66		.00		
10-52200-330	POLICE PROFESSIONAL DEV	9017	US BANK	CC-AMAZON-EPD-SP MEDICAL OXYGEN REGULATOR	7376-070622	08/30/2022	20.98	20131886	.00	0	
Total 1052200330:							20.98		.00		
10-52200-343	POLICE VEHICLE FUEL	5060	ALCIVIA	EPD GAS-AUG	1601846-082	08/18/2022	2,070.75	48634	.00	0	
10-52200-343	POLICE VEHICLE FUEL	5060	ALCIVIA	EPD GAS-AUG DISCOUNT	1601846-116	08/18/2022	93.08-	48634	.00	0	
Total 1052200343:							1,977.67		.00		
10-52200-350	POLICE EQUIP MAINTENANCE	1230	ARAMARK	BIWEEKLY RUG SERVICE-PD	6140036260	08/18/2022	30.36	48637	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	1230	ARAMARK	BIWEEKLY RUG SERVICE-PD	6140039727	08/26/2022	30.36	48668	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	9017	US BANK	CC-SATHER SERVICE-P. REESE- TIRES	2472-070522	08/30/2022	160.00	20131886	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	4427	TOP PACK DEFENSE LLC	HEMMING PANTS-BLAUER	8737	08/10/2022	148.98	48626	.00	0	
10-52200-350	POLICE EQUIP MAINTENANCE	3751	PAPA DUKES CAR WASH	PD-VEHICLE WASHES	2022-07	08/05/2022	118.11	48597	.00	0	
Total 1052200350:							487.81		.00		
10-52200-355	POLICE BLDG MAINT	1060	EVANSVILLE HARDWARE	EPD-TANK LVL 10 CHM	200248-3074	08/10/2022	9.59	48617	.00	0	
Total 1052200355:							9.59		.00		
10-52200-360	POLICE BLDG UTILITIES EXPE	5160	CITY OF EVANSVILLE	ELEC/WATER-EPD	2022-08-CO	08/30/2022	601.01	20131882	.00	0	
10-52200-360	POLICE BLDG UTILITIES EXPE	5600	WE ENERGIES	MONTHLY GAS SERVICE-PD	00005-0722	08/05/2022	35.55	48607	.00	0	
Total 1052200360:							636.56		.00		
10-52200-361	POLICE COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-PD	7875-063022	08/30/2022	211.80	20131886	.00	0	
10-52200-361	POLICE COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM POLICE	0914222010	08/18/2022	199.95	48641	.00	0	
10-52200-361	POLICE COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- POLICE DEPT	0524219557-	08/26/2022	496.56	48696	.00	0	
Total 1052200361:							908.31		.00		
10-52200-390	POLICE MISCELLANIOUS	9017	US BANK	CC-PIGGLY WIGGLY-C. JONES-PD BOTTLED WATER	9978-070122	08/30/2022	5.76	20131886	.00	0	



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10-52200-390	POLICE MISCELLANIOUS	9017	US BANK	CC-PIGGLY WIGGLY-C. JONES-PD BOTTLED WATER	9978-070122	08/30/2022	5.76	20131886	.00	0	
Total 1052200390:							11.52		.00		
10-52200-510	POLICE PROPERTY INSURAN	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	467.91	20131881	.00	0	
Total 1052200510:							467.91		.00		
10-52210-210	FIRE DISTRICT CONTRIBUTIO	2280	EVANSVILLE COMMUNITY	CITY OF EVANSVILLE BUDGET SHARE, 35% OF \$266984.49	EVL-22B	08/18/2022	97,604.87	48647	.00	0	
Total 1052210210:							97,604.87		.00		
10-52240-251	BLDG INSP - IT MAINT & REPAI	1850	COMPUTER KNOW HOW L	OFFICE 365 APPS FOR BUSINESS MONTHLY 2 USERS	COE-BD 51	08/18/2022	8.30	48644	.00	0	
Total 1052240251:							8.30		.00		
10-52240-300	BLDG INSP - MISC EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- BUILDING INSP	IN13860415	08/26/2022	.11	48681	.00	0	
10-52240-300	BLDG INSP - MISC EXP	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-BLDG INSP	5090-0822	08/18/2022	6.88	48657	.00	0	
10-52240-300	BLDG INSP - MISC EXP	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-BLDG INSP	N9547900	08/26/2022	2.70	48690	.00	0	
Total 1052240300:							9.69		.00		
10-52240-361	BLDG INSP - COMMUNICATIO	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-BLDG INS	7875-063022	08/30/2022	12.00	20131886	.00	0	
Total 1052240361:							12.00		.00		
10-53300-300	DPW STREET MAINT& REPAIR	1602	BURKE TRUCK & EQUIPM	EQUIP MAINT	30057	08/10/2022	195.58	48613	.00	0	
10-53300-300	DPW STREET MAINT& REPAIR	1985	DECKER SUPPLY CO INC	TRAFFIC SIGN-NO TRUCKS	920260	08/26/2022	89.40	48674	.00	0	
10-53300-300	DPW STREET MAINT& REPAIR	4165	ROCK ROAD COMPANIES I	4 LT 58-28	313541	08/05/2022	813.71	48601	.00	0	
Total 1053300300:							1,098.69		.00		
10-53300-310	DPW OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-DPW	IN13860415	08/26/2022	2.53	48681	.00	0	
10-53300-310	DPW OFFICE SUPPLIES & EX	1778	CINTAS CORP	SUPPLIES-BLOOD CLOTTER SPRAY	8405799098	08/10/2022	145.10	48615	.00	0	
10-53300-310	DPW OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-DPW	N9547900	08/26/2022	2.03	48690	.00	0	
Total 1053300310:							149.66		.00		

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10-53300-343	DPW VEHICLE FUEL	9017	US BANK	CC-CENEX LANDMARK-D. ROBERTS-FUEL	3774-062922	08/30/2022	133.28	20131886	.00	0	
10-53300-343	DPW VEHICLE FUEL	9017	US BANK	CC-CENEX LANDMARK-D. ROBERTS-FUEL	3774-063022	08/30/2022	218.27	20131886	.00	0	
10-53300-343	DPW VEHICLE FUEL	5060	ALCIVIA	DPW GAS W/DISC JULY	1594895-082	08/18/2022	2,634.89	48634	.00	0	
Total 1053300343:							2,986.44		.00		
10-53300-360	DPW BLDG UTILITIES EXP-HE	5160	CITY OF EVANSVILLE	ELEC/WATER-DPW GARAGE	2022-08-CO	08/30/2022	687.45	20131882	.00	0	
10-53300-360	DPW BLDG UTILITIES EXP-HE	5600	WE ENERGIES	MONTHLY GAS SERVICE-DPW	00001-0722	08/05/2022	24.54	48607	.00	0	
Total 1053300360:							711.99		.00		
10-53300-361	DPW COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-DPW	7875-063022	08/30/2022	36.00	20131886	.00	0	
10-53300-361	DPW COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM DPW	0068456072	08/05/2022	156.96	48579	.00	0	
10-53300-361	DPW COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-DPW	0524337786-	08/26/2022	126.75	48696	.00	0	
10-53300-361	DPW COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES-POOL & PARK STORE	6088228108	08/10/2022	17.81	48612	.00	0	
Total 1053300361:							337.52		.00		
10-53300-390	DPW MISC EXPENSE	5545	DNR SERVICE CENTER	SW WOODBURNING SITE LIC #4038	154124960-2	08/10/2022	165.00	48616	.00	0	
Total 1053300390:							165.00		.00		
10-53300-510	DPW PROPERTY INSURANCE	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	666.57	20131881	.00	0	
Total 1053300510:							666.57		.00		
10-53310-110	RECYCLING SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99546	08/05/2022	69.12	48605	.00	0	
10-53310-110	RECYCLING SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99687	08/18/2022	67.68	48664	.00	0	
10-53310-110	RECYCLING SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99861	08/18/2022	69.12	48664	.00	0	
10-53310-110	RECYCLING SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-100029	08/26/2022	69.12	48695	.00	0	
Total 1053310110:							275.04		.00		
10-53310-290	Recycling & Refuse Collection	1295	BADGERLAND DISPOSAL	MONTHLY TRASH SERVICE/WEEKLY	0002727519	08/18/2022	6,468.48	48639	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	BADGERLAND DISPOSAL	MONTHLY TRASH SERVICE/WEEKLY	0002727519	08/18/2022	5,944.32	48639	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	BADGERLAND DISPOSAL	MONTHLY RECYCLE SERVICE/BI-WEEKLY	0002727519	08/18/2022	2,995.20	48639	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	BADGERLAND DISPOSAL	MONTHLY RECYCLE SERVICE/BI-WEEKLY	0002727519	08/18/2022	3,211.52	48639	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	BADGERLAND DISPOSAL	MONTHLY RECYCLE SERVICE/BI-WEEKLY	0002727519	08/18/2022	2,758.08	48639	.00	0	

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10-53310-290	Recycling & Refuse Collection	1295	BADGERLAND DISPOSAL	FUEL SURCHARGE	0002727519	08/18/2022	1,077.50	48639	.00	0	
10-53310-290	Recycling & Refuse Collection	1295	BADGERLAND DISPOSAL	FOUR YARD FRONT LOAD TRASH SERVICE/WEEKLY CREDIT	0002727519	08/18/2022	106.42	48639	.00	0	
Total 1053310290:							22,561.52		.00		
10-53420-300	DPW FLEET MAINTENANCE	1060	EVANSVILLE HARDWARE	SUPPLIES-FASTENERS	200030-3075	08/05/2022	1.19	48584	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	1580	MACQUEEN EQUIPMENT	DPW-AY DIRT SHOE	P25272	08/18/2022	695.98	48652	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	9017	US BANK	CC-AMAZON-C. RENLY-PRESSURE WASHER WAND	7875-062722	08/30/2022	90.00	20131886	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	SUPPLIES-FLAT, P OUTLET	365211	08/18/2022	15.58	48656	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	EQUIP MAINT-OIL FILTER	365244	08/18/2022	2.57	48656	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	EQUIP MAINT-OIL/FILTER/FRESHNER	365605	08/18/2022	63.60	48656	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	EQUIP MAINT-BATTERY W/CORE DEP	366163	08/18/2022	68.72	48656	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	3600	NAPA OF OREGON	SUPPLIES-WORK LIGHT	366230	08/18/2022	58.99	48656	.00	0	
10-53420-300	DPW FLEET MAINTENANCE	921919	MIDDLETON POWER CEN	EQUIP MAINT-BLADE CXR60	298196	08/26/2022	80.97	48686	.00	0	
Total 1053420300:							1,077.60		.00		
10-53470-300	DPW STREET LIGHTING EXP	5160	CITY OF EVANSVILLE	ELEC/WATER-ORN LIGHTS	2022-08-CO	08/30/2022	5,659.68	20131882	.00	0	
Total 1053470300:							5,659.68		.00		
10-54600-720	AWARE AGENCY	1238	AWARE AGENCY	2022 AWARE FUNDING DONATION	2022-08	08/05/2022	10,000.00	48576	.00	0	
Total 1054600720:							10,000.00		.00		
10-54620-210	SENIOR CITIZENS PROGRAM	2239	CREEKSIDE PLACE INC	MONTHLY SR PROGRAMMING	40302	08/05/2022	375.00	48582	.00	0	
Total 1054620210:							375.00		.00		
10-54620-212	SENIOR TRANS & SERVICES	2239	CREEKSIDE PLACE INC	SR SERVICE COOR COMPENSATION	40302	08/05/2022	1,925.84	48582	.00	0	
Total 1054620212:							1,925.84		.00		
10-55720-300	PARK MAINT EXPENSES	1060	EVANSVILLE HARDWARE	PARK-BATTERIES, LED	200030-3074	08/05/2022	46.96	48584	.00	0	
10-55720-300	PARK MAINT EXPENSES	1060	EVANSVILLE HARDWARE	PARK-PLYWOOD	200030-3074	08/05/2022	52.80	48584	.00	0	
10-55720-300	PARK MAINT EXPENSES	1060	EVANSVILLE HARDWARE	SUPPLIES-HOSE/NOZZLE	200030-3078	08/05/2022	29.84	48584	.00	0	
10-55720-300	PARK MAINT EXPENSES	3435	MENARD'S-JANESVILLE	SUPPLIES-BOWL CLEANER/LYSOL SPRAY/TRIGGER NOZZLE	09621	08/26/2022	77.10	48685	.00	0	
10-55720-300	PARK MAINT EXPENSES	3435	MENARD'S-JANESVILLE	SUPPLIES-PARK ONESTART	10208	08/26/2022	506.38	48685	.00	0	
10-55720-300	PARK MAINT EXPENSES	3600	NAPA OF OREGON	AIR FILTER/OIL FILTER	365611	08/18/2022	33.06	48656	.00	0	
10-55720-300	PARK MAINT EXPENSES	3600	NAPA OF OREGON	SUPPLIES-SPRAY PAINT	365701	08/18/2022	64.90	48656	.00	0	
10-55720-300	PARK MAINT EXPENSES	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL-PARK	581122	08/26/2022	40.00	48688	.00	0	

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10-55720-300	PARK MAINT EXPENSES	5560	WISCONSIN DEPT OF REV	SALES USE TAX- SHELTER RENTAL/PICNIC TABLES	2022-08 ST	08/30/2022	34.93	20131890	.00	0	
10-55720-300	PARK MAINT EXPENSES	9264	KAY PARK RECREATION	SUPPLIES-DOGIPOT LITTER PICKUP BAGS	196390	08/05/2022	754.00	48592	.00	0	
10-55720-300	PARK MAINT EXPENSES	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-DPW	N9547900	08/26/2022	2.25	48690	.00	0	
10-55720-300	PARK MAINT EXPENSES	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-PARK BOARD	N9547900	08/26/2022	1.35	48690	.00	0	
Total 1055720300:							1,537.97		.00		
10-55720-360	PARK UTILITIES EXPENSE	5160	CITY OF EVANSVILLE	ELEC/WATER-PARK SHELTERS	2022-08-CO	08/30/2022	1,254.26	20131882	.00	0	
Total 1055720360:							1,254.26		.00		
10-55720-361	PARKS COMMUNICATION EXP	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- PARKS MAINT.	0524337786-	08/26/2022	60.25	48696	.00	0	
Total 1055720361:							60.25		.00		
10-55720-362	BALLFIELD LIGHTING EXP	5160	CITY OF EVANSVILLE	ELEC/WATER-BALLFIELD LIGHTS	2022-08-CO	08/30/2022	290.28	20131882	.00	0	
Total 1055720362:							290.28		.00		
10-55720-510	PARK PROPERTY INSURANCE	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	632.23	20131881	.00	0	
Total 1055720510:							632.23		.00		
10-55730-300	SWIMMING POOL EXPENSES	1060	EVANSVILLE HARDWARE	SUPPLIES-TANK LEVER/CHAIN & HOOK FLAPPER	200030-3077	08/05/2022	19.98	48584	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	3460	MIDWEST POOL SUPPLY	5 GAL LIQUID CHLORINE, BULK LIQUID CHLORINE, SULFURIC ACID, HAZARDOUS MATERIAL CHARGE	101223	08/05/2022	223.50	48595	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	3460	MIDWEST POOL SUPPLY	5 GAL MURIATIC ACID	101397	08/18/2022	161.94	48654	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	5160	CITY OF EVANSVILLE	ELEC/WATER-POOL	2022-08-CO	08/30/2022	2,243.05	20131882	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	9017	US BANK	CC-MINUTEMAN PRESS- A OLSEN	4877-060222	08/30/2022	276.52	20131886	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	9017	US BANK	CC-AMAZON-A. OLSON-SANITIZER, WARNING TRIANGLES	4877-072222	08/30/2022	14.95	20131886	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-POOL	7875-063022	08/30/2022	24.00	20131886	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	5560	WISCONSIN DEPT OF REV	SALES USE TAX-POOL	2022-08 ST	08/30/2022	320.20	20131890	.00	0	
10-55730-300	SWIMMING POOL EXPENSES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-POOL	5090-0822	08/18/2022	16.53	48657	.00	0	
Total 1055730300:							3,300.67		.00		
10-55730-510	SWIMMING POOL PROPERTY I	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	114.22	20131881	.00	0	

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Total 1055730510:							114.22		.00		
10-55740-300	PARK STORE EXPENSES	1060	EVANSVILLE HARDWARE	SUPPLIES-PEST CONTROL	200030-3076	08/05/2022	34.95	48584	.00	0	
10-55740-300	PARK STORE EXPENSES	2800	HOLIDAY WHOLESAL INC	SUPPLIES-WATER/BEEF STICKS/PRETZEL	1157252	08/05/2022	262.55	48587	.00	0	
10-55740-300	PARK STORE EXPENSES	5160	CITY OF EVANSVILLE	ELEC/WATER-PARK STORE	2022-08-CO	08/30/2022	209.28	20131882	.00	0	
10-55740-300	PARK STORE EXPENSES	5560	WISCONSIN DEPT OF REV	SALES USE TAX-PARK STORE	2022-08 ST	08/30/2022	215.41	20131890	.00	0	
Total 1055740300:							722.19		.00		
10-55750-300	YOUTH CENTER OPER EXPE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-EYC	7875-063022	08/30/2022	12.00	20131886	.00	0	
Total 1055750300:							12.00		.00		
10-55750-355	YOUTH CNTR REPAIRS& MAIN	5160	CITY OF EVANSVILLE	ELEC/WATER-YOUTH CTR/AWARE	2022-08-CO	08/30/2022	230.75	20131882	.00	0	
Total 1055750355:							230.75		.00		
10-55750-510	YOUTH CENTER PROPERTY I	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	155.01	20131881	.00	0	
Total 1055750510:							155.01		.00		
10-56820-300	ECONOMIC DEVELOPMENT E	2163	EVANSVILLE CHAMBER O	PROPERTY UPDATES-Q2 & Q2, 2022	1935	08/26/2022	1,500.00	48677	.00	0	
10-56820-300	ECONOMIC DEVELOPMENT E	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-ECON DEV	N9547900	08/26/2022	.68	48690	.00	0	
Total 1056820300:							1,500.68		.00		
10-56820-410	ECONOMIC DEVELOPMENT M	4866	HOLIDAY OUTDOOR DEC	DOWNTOWN HOLIDAY DECORATIONS	INV3994	08/10/2022	4,999.91	48618	.00	0	
10-56820-410	ECONOMIC DEVELOPMENT M	2163	EVANSVILLE CHAMBER O	COMMUNITY GUIDE	1936	08/26/2022	1,000.00	48677	.00	0	
Total 1056820410:							5,999.91		.00		
10-56840-251	COMM DEVL - IT MAINT & REP	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-COMM DEV	COE-BD 51	08/18/2022	1.24	48644	.00	0	
10-56840-251	COMM DEVL - IT MAINT & REP	1850	COMPUTER KNOW HOW L	OFFICE 365 APPS FOR BUSINESS MONTHLY 2 USERS	COE-BD 51	08/18/2022	8.30	48644	.00	0	
Total 1056840251:							9.54		.00		
10-56840-300	COMMUNITY DEVELOP EXPE	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-COMM DEV/PLAN	IN13860415	08/26/2022	42.62	48681	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-ECON DEV	7875-063022	08/30/2022	36.00	20131886	.00	0	

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10-56840-300	COMMUNITY DEVELOP EXPE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- ECON. DEV	0524372201-	08/26/2022	217.44	48696	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	1007	8X8 INC	MONTHLY SERVICE CHARGES- COMMUNITY DEVELOPMENT	3503156	08/18/2022	33.34	48632	.00	0	
10-56840-300	COMMUNITY DEVELOP EXPE	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-PLAN COMM	5090-0822	08/18/2022	1.59	48657	.00	0	
Total 1056840300:							330.99		.00		
10-56880-300	HISTORIC PRESERVATION EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-HIST PRES	IN13860415	08/26/2022	12.15	48681	.00	0	
10-56880-300	HISTORIC PRESERVATION EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-HIST PRES	5090-0822	08/18/2022	6.82	48657	.00	0	
10-56880-300	HISTORIC PRESERVATION EX	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-HIST PRES	N9547900	08/26/2022	.90	48690	.00	0	
Total 1056880300:							19.87		.00		
10-56880-340	TREE REFORESTATION EXP	5108	URBAN LANDSCAPING LL	DOG PARK TREE	30428	08/10/2022	425.00	48627	.00	0	
Total 1056880340:							425.00		.00		
11-56820-300	TOURISM EXPENSE	1060	EVANSVILLE HARDWARE	SUPPLIES-MURAL	200030-3077	08/05/2022	59.98	48584	.00	0	
11-56820-300	TOURISM EXPENSE	3640	NELSON YOUNG LUMBER	TOURISM-WOOD FOR MURAL	129544	08/05/2022	493.49	48596	.00	0	
Total 1156820300:							553.47		.00		
20-52220-110	EMS SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99546	08/05/2022	86.40	48605	.00	0	
20-52220-110	EMS SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99687	08/18/2022	84.60	48664	.00	0	
20-52220-110	EMS SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99861	08/18/2022	86.40	48664	.00	0	
20-52220-110	EMS SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-100029	08/26/2022	86.40	48695	.00	0	
Total 2052220110:							343.80		.00		
20-52220-251	EMS - IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-EMS	COE-BD 51	08/18/2022	1.24	48644	.00	0	
Total 2052220251:							1.24		.00		
20-52220-310	EMS OFFICE SUPPLIES	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-EMS	IN13860415	08/26/2022	5.12	48681	.00	0	
20-52220-310	EMS OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-EMS	5090-0822	08/18/2022	8.55	48657	.00	0	
20-52220-310	EMS OFFICE SUPPLIES	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-EMS	N9547900	08/26/2022	7.43	48690	.00	0	
Total 2052220310:							21.10		.00		
20-52220-340	EMS MED SUPPLIES & EQUIP	1060	EVANSVILLE HARDWARE	EMS-DUCT TAPE	200032-3076	08/10/2022	15.98	48617	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	OXYGEN D USP 387L 13CF/125 CF USP MEDICAL OXYGEN/HAZ MAT							

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				CHARGE	10300166	08/05/2022	114.84	48608	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	OXYGEN D USP 387L 13CF/HAZ MAT & DELIVERY CHARGE	10304255	08/26/2022	81.48	48698	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	5253	WELDERS SUPPLY COMP	OXYGEN D USP 387L 13CF/HAZ MAT & DELIVERY CHARGE	10305915	08/26/2022	104.22	48698	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	SUPPLIES-CURAPLEX SINGLE-DOSE OPIOID OVERDOSE KIT	2463583	08/05/2022	338.71	48583	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	DYNAREX COLD PACKS,	2466783	08/05/2022	49.84	48583	.00	0	
20-52220-340	EMS MED SUPPLIES & EQUIP	2157	EMERGENCY MEDICAL PR	SUPPLIES-CURAPLEX OB KIT, BULB SYRINGE, I-GEL	2486782	08/05/2022	312.31	48583	.00	0	
Total 2052220340:							1,017.38		.00		
20-52220-343	EMS AMBULANCE FUEL	5060	ALCIVIA	EMS DIESEL W/DISC-JULY	1590462-082	08/18/2022	1,225.40	48634	.00	0	
20-52220-343	EMS AMBULANCE FUEL	5060	ALCIVIA	EMS FED DIESEL DISC JULY	1594062-116	08/18/2022	56.28	48634	.00	0	
Total 2052220343:							1,169.12		.00		
20-52220-350	EMS AMBULANCE MAINTENA	1060	EVANSVILLE HARDWARE	EMS-PEAK BLUEDEF 2.5 GAL	200032-3076	08/10/2022	35.98	48617	.00	0	
20-52220-350	EMS AMBULANCE MAINTENA	9136	EVANSVILLE FORD LLC	EMS-DIESEL FULL SERVICE/DIAGNOSE CONCERN/PERFORM RECALL	6057207/1	08/26/2022	104.93	48678	.00	0	
Total 2052220350:							140.91		.00		
20-52220-355	EMS BUILDING MAINT & REPA	3955	PROFESSIONAL PEST CO	MONTHLY PEST CONTROL-EMS BLDG	581124	08/26/2022	31.00	48688	.00	0	
Total 2052220355:							31.00		.00		
20-52220-361	EMS COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-EMS	7875-063022	08/30/2022	19.80	20131886	.00	0	
20-52220-361	EMS COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-EMS	0524167735-	08/26/2022	125.27	48696	.00	0	
20-52220-361	EMS COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES-EMS	6088228108	08/10/2022	35.60	48612	.00	0	
20-52220-361	EMS COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES-EMS	814123069-0	08/18/2022	62.52	48638	.00	0	
Total 2052220361:							243.19		.00		
20-52220-362	EMS UTILITIES	5160	CITY OF EVANSVILLE	ELEC/WATER-EMS	2022-08-CO	08/30/2022	305.42	20131882	.00	0	
Total 2052220362:							305.42		.00		
20-52220-510	EMS PROPERTY INSURANCE	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	170.54	20131881	.00	0	
Total 2052220510:							170.54		.00		

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21-55700-310	LIBRARY OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-M. KLOECKNER-OFFICE SUPPLIES	6038-070522	08/30/2022	18.98	20131886	.00	0	
21-55700-310	LIBRARY OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-M. KLOECKNER-OFFICE SUPPLIES	6038-070522	08/30/2022	19.74	20131886	.00	0	
21-55700-310	LIBRARY OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-M. KLOECKNER-OFFICE SUPPLIES	6038-071222	08/30/2022	5.60	20131886	.00	0	
21-55700-310	LIBRARY OFFICE SUPPLIES	9017	US BANK	CC-AMAZON-M. KLOECKNER-OFFICE SUPPLIES	6038-071522	08/30/2022	16.98	20131886	.00	0	
21-55700-310	LIBRARY OFFICE SUPPLIES	4600	STAPLES BUSINESS CRE	LIBRARY-ENVELOPES	7360170196	08/05/2022	9.88	48602	.00	0	
21-55700-310	LIBRARY OFFICE SUPPLIES	4600	STAPLES BUSINESS CRE	LIBRARY-BINDER CLIPS	7361448902	08/05/2022	2.61	48602	.00	0	
Total 2155700310:							73.79		.00		
21-55700-313	LIBRARY POSTAGE	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT- LIBRARY	N9547900	08/26/2022	.68	48690	.00	0	
Total 2155700313:							.68		.00		
21-55700-355	BLDG MAINTENANCE & REPAI	4600	STAPLES BUSINESS CRE	LIBRARY-CLOROX DISINFECTING WIPES	7360170196	08/05/2022	27.49	48602	.00	0	
21-55700-355	BLDG MAINTENANCE & REPAI	4600	STAPLES BUSINESS CRE	LIBRARY-BUILDING MAINTENANCE/CLEANING SUPPLIES	7361448902	08/05/2022	33.70	48602	.00	0	
Total 2155700355:							61.19		.00		
21-55700-361	LIBRARY COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM LIBRARY	0073605080	08/26/2022	40.58	48670	.00	0	
21-55700-361	LIBRARY COMMUNICATIONS	1090	AT&T	MONTHLY AT&T CHARGES-LIB	6088228108	08/10/2022	35.60	48612	.00	0	
21-55700-361	LIBRARY COMMUNICATIONS	7605	GREATAMERICA FINANCIA	4 LINE PHONE SYSTEM & VOIP	32073143	08/05/2022	120.75	48586	.00	0	
Total 2155700361:							196.93		.00		
21-55700-362	LIBRARY UTILITIES	5160	CITY OF EVANSVILLE	ELEC/WATER-LIBRARY	2022-08-CO	08/30/2022	1,396.56	20131882	.00	0	
Total 2155700362:							1,396.56		.00		
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	CC-PIGGLY WIGGLY-R. VANDAN- PROGRAMMING SUPPLIES	2394-071322	08/30/2022	26.69	20131886	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	CC-AMAZON-M. KLOECKNER- PROGRAMMING SUPPLIES	6038-070522	08/30/2022	49.99	20131886	.00	0	
21-55700-376	LIBRARY PROGRAMMING SUP	9017	US BANK	CC-AMAZON-M. KLOECKNER- PROGRAMMING SUPPLIES	6038-071522	08/30/2022	33.96	20131886	.00	0	
Total 2155700376:							110.64		.00		
21-55700-510	LIBRARY PROPERTY INSURA	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	919.03	20131881	.00	0	



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Total 2155700510:							919.03		.00		
22-54640-350	CEMETERY MAINT EXP	1060	EVANSVILLE HARDWARE	SUPPLIES-FUEL CAN REPLACEMENT SPOUT	200030-3078	08/05/2022	21.98	48584	.00	0	
22-54640-350	CEMETERY MAINT EXP	1602	BURKE TRUCK & EQUIPM	EQUIP MAINT	30057	08/10/2022	750.00	48613	.00	0	
22-54640-350	CEMETERY MAINT EXP	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-CEMETERY	IN13860415	08/26/2022	2.21	48681	.00	0	
22-54640-350	CEMETERY MAINT EXP	3435	MENARD'S-JANESVILLE	CEMETERY-CEMENT	10229	08/26/2022	26.74	48685	.00	0	
22-54640-350	CEMETERY MAINT EXP	8903	HOME DEPOT CREDIT SE	SUPPLIES-94LB PORTLAND TYPE I-II	8010353	08/05/2022	41.91	48588	.00	0	
22-54640-350	CEMETERY MAINT EXP	8903	HOME DEPOT CREDIT SE	CEMETERY-PIPE 6X24	3514046	08/18/2022	19.84	48650	.00	0	
22-54640-350	CEMETERY MAINT EXP	3600	NAPA OF OREGON	CEMETERY-OIL 10W30/ FILTER/GREASE	365999	08/18/2022	133.59	48656	.00	0	
Total 2254640350:							996.27		.00		
22-54640-360	CEMETERY UTILITIES EXPEN	5160	CITY OF EVANSVILLE	ELEC/WATER-CEMETERY	2022-08-CO	08/30/2022	95.32	20131882	.00	0	
Total 2254640360:							95.32		.00		
22-54640-361	CEMETERY COMMUNICATION	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-CEMETERY	0524337786-	08/26/2022	38.50	48696	.00	0	
Total 2254640361:							38.50		.00		
22-54640-510	CEMETERY PROPERTY INSUR	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	22.76	20131881	.00	0	
Total 2254640510:							22.76		.00		
25-57900-801	Land Acquisition/Right of Way	5160	CITY OF EVANSVILLE	W&L FOR 170 E CHURCH/12193001	2022-08 W&	08/18/2022	7.18	48643	.00	0	
25-57900-801	Land Acquisition/Right of Way	5160	CITY OF EVANSVILLE	W&L FOR 170 E CHURCH/12195001	2022-08 W&	08/18/2022	16.05	48643	.00	0	
25-57900-801	Land Acquisition/Right of Way	5160	CITY OF EVANSVILLE	W&L FOR 170 E CHURCH/30250001	2022-08 W&	08/18/2022	60.73	48643	.00	0	
Total 2557900801:							83.96		.00		
40-53300-860	DPW Road Construction	1715	CGC INC	ENGINEERING FEES-PROJ C22252- 2022 STREET IMPROVEMENTS	62630	08/05/2022	104.00	48578	.00	2022301	
40-53300-860	DPW Road Construction	1715	CGC INC	CONSTRUCTION/LABORATORY SERVICES	62630-4944	08/05/2022	24.82	48578	.00	2022301	
40-53300-860	DPW Road Construction	1715	CGC INC	CONSTRUCTION/LABORATORY SERVICES	62630-6097	08/05/2022	28.90	48578	.00	2022301	
40-53300-860	DPW Road Construction	4990	TOWN & COUNTRY ENGIN	PROJECT EV 95 - 2022 STREET & UTILITY IMPROVEMENTS	24210	08/05/2022	3,594.45	48604	.00	2022301	

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Total 4053300860:							3,752.17		.00		
40-55720-803	Park Improvements	1365	BAKER STREET CONSULT	REF CODE: 4004-02-09-CAPITAL CAMPAIGN PROGRAM INVOICE	5020-22-080	08/18/2022	6,500.00	48640	.00	2022002	
Total 4055720803:							6,500.00		.00		
40-55730-803	POOL Improvements	1365	BAKER STREET CONSULT	REF CODE: 4004-02-09-CAPITAL CAMPAIGN PROGRAM INVOICE	5020-22-080	08/18/2022	3,500.00	48640	.00	2022001	
Total 4055730803:							3,500.00		.00		
40-57960-830	CITY HALL BUILDING	1060	EVANSVILLE HARDWARE	SUPPLIES-W&L-MISCELLANEOUS	200037-3074	08/05/2022	28.55	48584	.00	0	
Total 4057960830:							28.55		.00		
43-52200-840	LEVY POLICE EQUIPMENT	1850	COMPUTER KNOW HOW L	PD-SECURITY ROUTER	37566	08/05/2022	3,966.00	48580	.00	2022013	
Total 4352200840:							3,966.00		.00		
60-53500-210	WWTP PROFESSIONAL SERVI	4990	TOWN & COUNTRY ENGIN	PROJECT EV-101-2022 OPERATIONAL SUPPORT	24229	08/05/2022	600.00	48604	.00	0	
Total 6053500210:							600.00		.00		
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV2149	08/18/2022	60.00	48633	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE	POSTAGE & HANDLING FEE-WATER	PS-INV2165	08/18/2022	85.41	48633	.00	0	
60-53500-214	WWTP LABORATORY SERVIC	8901	AGSOURCE	BOD-5DAY/CHLORIDE/LAB FILTRATION/NITROGEN,PHOSPHORU S, SOLIDS	PS-INV2178	08/18/2022	40.00	48633	.00	0	
Total 6053500214:							185.41		.00		
60-53500-215	SLUDGE HAULING	5104	UNITED LIQUID WASTE RE	CAKE WASTE PICK UP	35879	08/26/2022	1,825.35	48697	.00	0	
Total 6053500215:							1,825.35		.00		
60-53500-251	WWTP IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-WWTP	COE-BD 51	08/18/2022	16.05	48644	.00	0	
60-53500-251	WWTP IT MAINT & REPAIR	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-WWTP	COE-BD 51	08/18/2022	16.05	48644	.00	0	
Total 6053500251:							32.10		.00		

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60-53500-310	WWTP GEN OFFICE SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-CLEANING SUPPLIES	200030-3075	08/05/2022	68.14	48584	.00	0	
60-53500-310	WWTP GEN OFFICE SUPPLIE	1060	EVANSVILLE HARDWARE	SUPPLIES-PAPER PLATES, CUPS	200030-3075	08/05/2022	17.57	48584	.00	0	
Total 6053500310:							85.71		.00		
60-53500-340	WWTP GENERAL PLANT SUPP	5060	ALCIVIA	WWTP ICE FOR WATER SAMPLES	1594895-082	08/18/2022	11.34	48634	.00	0	
Total 6053500340:							11.34		.00		
60-53500-343	WWTP FUEL	5060	ALCIVIA	WWTP DIESEL/GAS WITH DISC	1594895-082	08/18/2022	100.54	48634	.00	0	
Total 6053500343:							100.54		.00		
60-53500-355	WWTP PLANT MAINT & REPAI	2545	FOOTVILLE ROCK & LIME	BREAKER CLEAR AT PIT PER TON	21/22-807	08/18/2022	61.03	48648	1.25	0	
60-53500-355	WWTP PLANT MAINT & REPAI	3600	NAPA OF OREGON	VEH MAINT-CAHIN LUBE	365217	08/18/2022	24.81	48656	.00	0	
60-53500-355	WWTP PLANT MAINT & REPAI	5545	DNR SERVICE CENTER	WASTEWATER FEE	154002200-2	08/10/2022	462.28	48616	.00	0	
Total 6053500355:							548.12		1.25		
60-53500-361	WWTP COMMUNICATIONS	9017	US BANK	CC-GOOGLE-C. RENLYG-SEWER	7875-063022	08/30/2022	36.00	20131886	.00	0	
60-53500-361	WWTP COMMUNICATIONS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM WWTP	0073902080	08/18/2022	144.97	48641	.00	0	
60-53500-361	WWTP COMMUNICATIONS	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE- WWTP	0524337786-	08/26/2022	59.34	48696	.00	0	
60-53500-361	WWTP COMMUNICATIONS	1007	8X8 INC	MONTHLY SERVICE CHARGES- SEWER	3503156	08/18/2022	67.86	48632	.00	0	
Total 6053500361:							308.17		.00		
60-53500-362	WWTP ELECTRIC/WATER EXP	5160	CITY OF EVANSVILLE	ELEC/WATER-DPW DISPOSAL PLANT	2022-08-CO	08/30/2022	4,912.76	20131882	.00	0	
Total 6053500362:							4,912.76		.00		
60-53500-363	WWTP NATURAL GAS EXP	5600	WE ENERGIES	MONTHLY GAS SERVICE-WWTP	00008-0722	08/05/2022	27.79	48607	.00	0	
Total 6053500363:							27.79		.00		
60-53500-510	WWTP PROPERTY INSURANC	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	2,676.51	20131881	.00	0	
Total 6053500510:							2,676.51		.00		
60-53510-110	SANITARY SEWER SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99546	08/05/2022	233.28	48605	.00	0	
60-53510-110	SANITARY SEWER SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99687	08/18/2022	228.42	48664	.00	0	
60-53510-110	SANITARY SEWER SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99861	08/18/2022	233.28	48664	.00	0	

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60-53510-110	SANITARY SEWER SALARY	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-100029	08/26/2022	233.28	48695	.00	0	
Total 6053510110:							928.26		.00		
60-53510-850	STREET RECONSTRUCTION	1715	CGC INC	ENGINEERING FEES-PROJ C22252- 2022 STREET IMPROVEMENTS	62630	08/05/2022	177.41	48578	.00	2022301	
60-53510-850	STREET RECONSTRUCTION	1715	CGC INC	CONSTRUCTION/LABORATORY SERVICES	62630-4944	08/05/2022	42.34	48578	.00	2022301	
60-53510-850	STREET RECONSTRUCTION	1715	CGC INC	CONSTRUCTION/LABORATORY SERVICES	62630-6097	08/05/2022	49.30	48578	.00	2022301	
60-53510-850	STREET RECONSTRUCTION	4990	TOWN & COUNTRY ENGIN	PROJECT EV 95 - 2022 STREET & UTILITY IMPROVEMENTS	24210	08/05/2022	6,131.72	48604	.00	2022301	
Total 6053510850:							6,400.77		.00		
60-53520-360	LIFT STATION UTILITIES	5160	CITY OF EVANSVILLE	ELEC/WATER-LIFT STATIONS	2022-08-CO	08/30/2022	1,217.41	20131882	.00	0	
60-53520-360	LIFT STATION UTILITIES	5600	WE ENERGIES	MONTHLY GAS SERVICE-LIFT STATION	00006-0722	08/05/2022	14.34	48607	.00	0	
Total 6053520360:							1,231.75		.00		
60-53520-850	LIFT STATION CIP	4990	TOWN & COUNTRY ENGIN	PROJECT EV-102-LIFT STATION SCADA-ELECTRICAL	24230	08/05/2022	1,360.00	48604	.00	2022018	
Total 6053520850:							1,360.00		.00		
61-53580-180	RECOGNITION PROGRAM	9017	US BANK	CC-WAL-MART-PUBLIC WORKS- STAFF LUNCH	1069-070822	08/30/2022	83.37	20131886	.00	0	
Total 6153580180:							83.37		.00		
61-53580-301	WATERWAY MAINTENANCE	9433	JEWELL ASSOC ENGINEE	LAKE LEOTA DAM REPAIRS	13590	08/26/2022	3,869.71	48683	.00	0	
Total 6153580301:							3,869.71		.00		
61-53580-302	STREET SWEEPING	6760	ZARNOTH BRUSH WORKS	ZBW-CW-EFSD ELGIN POLY CABLEWRAP BROOM	0190377-IN	08/10/2022	1,808.90	48631	.00	0	
Total 6153580302:							1,808.90		.00		
61-53580-340	STORMWATER SUPPLIES & E	2880	INFOSEND INC	OTHER	212095	08/26/2022	.33	48682	.00	0	
61-53580-340	STORMWATER SUPPLIES & E	2880	INFOSEND INC	OTHER	213949	08/26/2022	2.81	48682	.00	0	
61-53580-340	STORMWATER SUPPLIES & E	2880	INFOSEND INC	OTHER	216835	08/26/2022	2.81	48682	.00	0	
Total 6153580340:							5.95		.00		

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61-53580-350	STORMWATER EQUIP MAINT	1060	EVANSVILLE HARDWARE	SUPPLIES-BRUSHCUTTER	200030-3078	08/05/2022	22.99	48584	.00	0	
Total 6153580350:							22.99		.00		
61-53580-510	STORMWATER PROPERTY IN	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	38.80	20131881	.00	0	
Total 6153580510:							38.80		.00		
61-53580-850	STWT ROAD CONSTRUCTION	1715	CGC INC	ENGINEERING FEES-PROJ C22252- 2022 STREET IMPROVEMENTS	62630	08/05/2022	122.35	48578	.00	2022301	
61-53580-850	STWT ROAD CONSTRUCTION	1715	CGC INC	CONSTRUCTION/LABORATORY SERVICES	62630-4944	08/05/2022	29.20	48578	.00	2022301	
61-53580-850	STWT ROAD CONSTRUCTION	1715	CGC INC	CONSTRUCTION/LABORATORY SERVICES	62630-6097	08/05/2022	34.00	48578	.00	2022301	
61-53580-850	STWT ROAD CONSTRUCTION	4990	TOWN & COUNTRY ENGIN	PROJECT EV 95 - 2022 STREET & UTILITY IMPROVEMENTS	24210	08/05/2022	4,228.77	48604	.00	2022301	
Total 6153580850:							4,414.32		.00		
62-2221000	Current Portion, L-T Debt	5520	WPPI ENERGY	AMI PROJECT LOAN PAYMENT	2022-08	08/30/2022	2,536.72	20131892	.00	0	
Total 622221000:							2,536.72		.00		
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 7/29/2022	PR0729221	08/30/2022	907.21	20131883	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 7/29/2022	PR0729221	08/30/2022	212.17	20131883	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 7/29/2022	PR0729221	08/30/2022	212.17	20131883	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT SOCIAL SECURITY Pay Period: 8/12/2022	PR0812221	08/30/2022	813.29	20131883	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 8/12/2022	PR0812221	08/30/2022	190.20	20131883	.00	0	
62-2238040	OASI (FICA)	2442	FICA/FWT DEPOSIT - EFTP	SOC SEC/MED/FWT MEDICARE Pay Period: 8/12/2022	PR0812221	08/30/2022	190.20	20131883	.00	0	
Total 622238040:							2,525.24		.00		
62-52622-002	OPER POWER PURCHASED F	5160	CITY OF EVANSVILLE	ELEC/WATER-WELL #1/#2/WATER TOWER	2022-08-CO	08/30/2022	3,794.75	20131882	.00	0	
Total 6252622002:							3,794.75		.00		
62-52625-002	MAINT PUMP BUILDINGS & EQ	921619	GOLZ ELECTRIC	WWTP-INSTALL NEW TRANSFORMER	3246	08/18/2022	879.74	48649	.00	0	
Total 6252625002:							879.74		.00		

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62-52631-002	OPER WATER TREATMENT CH	9218	WI STATE LABORATORY O	FLUORIDE/FLDFLOR	718972	08/10/2022	26.00	48629	.00	0	
62-52631-002	OPER WATER TREATMENT CH	3342	MARTELLE WATER TREAT	SODIUM HYPOCHLORITE BULK/HYDRO ACID BULK/AQUA MAG BULK	23751	08/18/2022	3,189.36	48653	.00	0	
Total 6252631002:							3,215.36		.00		
62-52651-002	MAINT MAINS	9208	CORE & MAIN LP	SUPPLIES-METER CPLG	R291647	08/18/2022	345.00	48645	.00	0	
62-52651-002	MAINT MAINS	9208	CORE & MAIN LP	SUPPLIES-METER CPLG	R386931	08/26/2022	345.00	48673	.00	0	
62-52651-002	MAINT MAINS	1715	CGC INC	ENGINEERING FEES-PROJ C22252-2022 STREET IMPROVEMENTS	62630	08/05/2022	208.00	48578	.00	2022301	
62-52651-002	MAINT MAINS	1715	CGC INC	CONSTRUCTION/LABORATORY SERVICES	62630-4944	08/05/2022	49.64	48578	.00	2022301	
62-52651-002	MAINT MAINS	1715	CGC INC	CONSTRUCTION/LABORATORY SERVICES	62630-6097	08/05/2022	57.80	48578	.00	2022301	
62-52651-002	MAINT MAINS	4990	TOWN & COUNTRY ENGIN	PROJECT EV 95 - 2022 STREET & UTILITY IMPROVEMENTS	24210	08/05/2022	7,188.91	48604	.00	2022301	
Total 6252651002:							7,504.35		.00		
62-52652-002	MAINT SERVICES	1060	EVANSVILLE HARDWARE	SUPPLIES-BUSHINGS	200037-3075	08/05/2022	3.99	48584	.00	0	
Total 6252652002:							3.99		.00		
62-52902-002	OPER ACCOUNTING & COLLE	1007	8X8 INC	MONTHLY SERVICE CHARGES-WATER	3503156	08/18/2022	67.86	48632	.00	0	
Total 6252902002:							67.86		.00		
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	MONTHLY UB POSTAGE	212095	08/26/2022	524.12	48682	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	212095	08/26/2022	179.85	48682	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	MONTHLY UB POSTAGE	213949	08/26/2022	523.84	48682	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	213949	08/26/2022	145.58	48682	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	MONTHLY UB POSTAGE	216835	08/26/2022	521.21	48682	.00	0	
62-52903-002	OPER READING & COLLECTIN	2880	INFOSEND INC	SUPPLIES	216835	08/26/2022	144.96	48682	.00	0	
62-52903-002	OPER READING & COLLECTIN	922005	KIM DIENBERG	MILEAGE FOR MAIL RUN	2022-07	08/05/2022	7.77	48594	.00	0	
62-52903-002	OPER READING & COLLECTIN	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT-WATER	N9547900	08/26/2022	25.20	48690	.00	0	
Total 6252903002:							2,072.53		.00		
62-52921-002	OPER OFFICE SUPPLIES & EX	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES-WATER	IN13860415	08/26/2022	41.41	48681	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	9196	ANSER SERVICES	BASE RATE FOR 15 AUGUST TO 14 SEPTEMBER	10395-08152	08/26/2022	105.00	48667	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	1090	AT&T	MONTHLY AT&T CHARGES-OPER OFFICE EXP	6088228108	08/10/2022	17.81	48612	.00	0	
62-52921-002	OPER OFFICE SUPPLIES & EX	3956	PROFESSIONAL BUSINES	WINDOW ENVELOPES	117512	08/05/2022	54.43	48598	.00	0	

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62-52921-002	OPER OFFICE SUPPLIES & EX	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-W&L	5090-0822	08/18/2022	137.58	48657	.00	0	
Total 6252921002:							356.23		.00		
62-52924-002	OPER PROPERTY INSURANC	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	608.91	20131881	.00	0	
Total 6252924002:							608.91		.00		
62-52928-392	WTR PUBLIC RELATIONS & AD	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE- W&L	96353-A	08/10/2022	320.00	48625	.00	0	
Total 6252928392:							320.00		.00		
62-52930-002	OPER MISC GENERAL EXPEN	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	696	08/05/2022	78.75	48603	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	5160	CITY OF EVANSVILLE	ELEC/WATER-W&L-WATER	2022-08-CO	08/30/2022	350.69	20131882	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	9017	US BANK	CC-GOOGLE-C. RENLYG-WATER	7875-063022	08/30/2022	48.00	20131886	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM W&L WATER	0035901-072	08/05/2022	23.15	48579	.00	0	
62-52930-002	OPER MISC GENERAL EXPEN	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L WATER	0524286945-	08/26/2022	87.66	48696	.00	0	
Total 6252930002:							588.25		.00		
62-52930-110	OPER MISC GENERAL SALAR	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99546	08/05/2022	371.52	48605	.00	0	
62-52930-110	OPER MISC GENERAL SALAR	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99687	08/18/2022	363.78	48664	.00	0	
62-52930-110	OPER MISC GENERAL SALAR	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99861	08/18/2022	371.52	48664	.00	0	
62-52930-110	OPER MISC GENERAL SALAR	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-100029	08/26/2022	371.52	48695	.00	0	
Total 6252930110:							1,478.34		.00		
62-52933-002	OPER TRANSPORTATIONS EX	1602	BURKE TRUCK & EQUIPM	EQUIP MAINT	30057	08/10/2022	500.00	48613	.00	0	
Total 6252933002:							500.00		.00		
62-52935-002	MAINT MAINTENANCE OF GE	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM W&L WATER	0052369-072	08/10/2022	56.47	48614	.00	0	
Total 6252935002:							56.47		.00		
63-1107001	CONSTRUCTION WIP	1808	CITY ELECTRIC SUPPLY	WIRE-BUILDING-THHN-2/0-BLK-19STR -CU	JAN/018468	08/26/2022	123.30	48671	.00	0	22-11-0024-E-1
63-1107001	CONSTRUCTION WIP	1808	CITY ELECTRIC SUPPLY	WIRE-BUILDING-THHN-2/0-RED-CU	WB5/000454	08/26/2022	291.48	48671	.00	0	22-11-0024-E-1
Total 631107001:							414.78		.00		

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63-1143011	Other Accts Rec.-Solar Buyback	5520	WPPI ENERGY	BUY-BACK SOLAR CREDIT	42-72022	08/30/2022	20.00	20131892	.00	0	
Total 631143011:							20.00		.00		
63-1150001	INVENTORY - ELECTRIC	1060	EVANSVILLE HARDWARE	PADLOCK, 0464	200037-3077	08/05/2022	245.16	48584	.00	0	
63-1150001	INVENTORY - ELECTRIC	3435	MENARD'S-JANESVILLE	CONDUIT, 2" PVC PIPE PIECES NOT FEET	10188	08/26/2022	124.37	48685	.00	0	
63-1150001	INVENTORY - ELECTRIC	9208	CORE & MAIN LP	CURB BOX, 7 X 2 TAP	Q999843	08/26/2022	256.28	48673	.00	0	
63-1150001	INVENTORY - ELECTRIC	9208	CORE & MAIN LP	CURB BOX, 7 X 2 TAP	R349057	08/26/2022	130.00	48673	.00	0	
63-1150001	INVENTORY - ELECTRIC	9208	CORE & MAIN LP	CURB BOX, 7 X 2 TAP	R349057	08/26/2022	65.00	48673	.00	0	
63-1150001	INVENTORY - ELECTRIC	9208	CORE & MAIN LP	LID, CURB BOX REPAIR 1 1/4	R349057	08/26/2022	52.00	48673	.00	0	
63-1150001	INVENTORY - ELECTRIC	9208	CORE & MAIN LP	CURB BOX, 7 X 2 TAP	R349057	08/26/2022	65.00	48673	.00	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	WIRE, #2 TRIPLEX CONCH	868689-00	08/05/2022	1,547.23	48600	.77	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	WIRE, #4 CU	868689-00	08/05/2022	733.09	48600	2.91	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	BRACKET, 3M MOUNTING MB4 URD	868689-00	08/05/2022	195.10	48600	.10	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	TERM KIT, 7642 3M TERM COLD SHRINK 1/0 URD	868699-00	08/05/2022	450.49	48600	.23	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	WIRE, 1/0 STR AL 15KV URD PRI	864918-01	08/18/2022	13,584.69	48659	.07	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	ARRESTER, INT/ELBOW/SURGE 167 ESA ELBOW	870536-00	08/26/2022	1,147.03	48691	.57	0	
63-1150001	INVENTORY - ELECTRIC	9149	RESCO	WIRE, 350-350-4/0 AL WESLEYAN	871052-00	08/26/2022	4,287.85	48691	2.15	0	
63-1150001	INVENTORY - ELECTRIC	2552	FRESCO INC	STREET LIGHT POLES FOR WESTFIELD SUBDIVISION	65966	08/05/2022	8,923.43	48585	.00	0	
63-1150001	INVENTORY - ELECTRIC	3487	MILLENNIUM	PETROFLEX DUCT 1"	22-66046A-1	08/26/2022	6,450.00	48687	.00	0	
Total 631150001:							38,256.72		6.80		
63-1368001	LINE TRANSFORMERS-E	9149	RESCO	25KVA 1P PAD LDFD 7.2 240/120 NT BF W/I	845323-03	08/18/2022	8,387.80	48659	4.20	0	
Total 631368001:							8,387.80		4.20		
63-1368021	LINE TRANSFORMERS-B	9149	RESCO	25KVA 1P PAD LDFD 7.2 NT BF W/I	845323-03	08/18/2022	7,148.42	48659	3.58	0	
Total 631368021:							7,148.42		3.58		
63-1368031	LINE TRANSFORMERS-C	9149	RESCO	15KVA 1P PAD LDFD 7.2 NT BF W/I	845323-03	08/18/2022	5,781.11	48659	2.89	0	
Total 631368031:							5,781.11		2.89		
63-1368051	LINE TRANSFORMERS-P	9149	RESCO	50KVA 1P PAD LDFD 7.2 240/120 NT BF W/I	845323-03	08/18/2022	2,681.66	48659	1.34	0	
Total 631368051:							2,681.66		1.34		



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63-1368061	LINE TRANSFORMERS-U	9149	RESCO	25KVA 1P PAD LFDF 7.2 240/120 NT BF W/I	845323-03	08/18/2022	8,387.80	48659	4.20	0	
Total 631368061:							8,387.80		4.20		
63-2238080	WI SALES TAX	5560	WISCONSIN DEPT OF REV	SALES USE TAX-W&L	2022-08 ST	08/30/2022	34,553.87	20131890	.00	0	
Total 632238080:							34,553.87		.00		
63-2253031	PUBLIC BENEFIT REVENUE	91020	SEERA	FOCUS ON ENERGY - JULY PAYMENT	2022-07	08/10/2022	2,426.49	48623	.00	0	
63-2253031	PUBLIC BENEFIT REVENUE	922746	GEOFFRION, MILES	W&L/WPPI SCHOLARSHIP FUNDS	2022-08	08/26/2022	1,000.00	48680	.00	0	
Total 632253031:							3,426.49		.00		
63-41400-001	OPERATING & OTHER REVEN	5560	WISCONSIN DEPT OF REV	SALES USE TAX-W&L DISCOUNT	2022-08 ST	08/30/2022	175.62-	20131890	.00	0	
Total 6341400001:							175.62-		.00		
63-41442-062	MUNICIPAL GREEN POWER	5520	WPPI ENERGY	GREEN POWER	42-72022	08/30/2022	550.00	20131892	.00	0	
Total 6341442062:							550.00		.00		
63-51555-300	POWER PURCHASED	5520	WPPI ENERGY	PURCHASED POWER	42-72022	08/30/2022	756,598.12	20131892	.00	0	
Total 6351555300:							756,598.12		.00		
63-51582-300	OPER SUBSTATION EXPENSE	1808	CITY ELECTRIC SUPPLY	BARE-500-STR-CU	JAN/018485	08/26/2022	1,300.00	48671	.00	0	
Total 6351582300:							1,300.00		.00		
63-51584-300	OPER UG LINE	9149	RESCO	FLAGS 4" X 5" RED SCREEN	868681-00	08/26/2022	507.67	48691	.25	0	
Total 6351584300:							507.67		.25		
63-51588-300	MISC DISTRIBUTION EXPENS	9017	US BANK	CC-ROCK COUNTY REGISTER OF DEEDS-C. RENLY-PLAT PRINT FORMS	7875-072022	08/30/2022	36.03	20131886	.00	0	
63-51588-300	MISC DISTRIBUTION EXPENS	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM W&L	0035901-072	08/05/2022	23.15	48579	.00	0	
63-51588-300	MISC DISTRIBUTION EXPENS	1851	COMBS & ASSOCS INC	EASEMENT LEGAL DESCRIPTION	9069	08/26/2022	275.00	48672	.00	0	
63-51588-300	MISC DISTRIBUTION EXPENS	1851	COMBS & ASSOCS INC	EASEMENT DESCRIPTION FOR SECTION 33 & 34	9070	08/26/2022	150.00	48672	.00	0	
Total 6351588300:							484.18		.00		
63-51593-300	OH LINE MAINTENANCE	1808	CITY ELECTRIC SUPPLY	WIRE-BUILDING-THHN-4/0-BLK-19STR	JAN/018556	08/26/2022	453.60	48671	.00	0	

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Total 6351593300:							453.60		.00		
63-51594-300	UG LINE MAINENANCE	90123	C&M HYDRAULIC TOOL S	5 GAL POLYWATER LUBRICANT/2/5 GAL LUBRICANT	0175135-IN	08/05/2022	388.74	48577	.00	0	
63-51594-300	UG LINE MAINENANCE	90123	C&M HYDRAULIC TOOL S	2.5 GAL LUBRICANT RETURN	0175152-CM	08/05/2022	53.76-	48577	.00	0	
Total 6351594300:							334.98		.00		
63-51594-891	LINE MAPPING	4990	TOWN & COUNTRY ENGIN	PROJECT EV-100-2022 GIS SUPPORT	24231	08/05/2022	356.25	48604	.00	0	
Total 6351594891:							356.25		.00		
63-51595-300	TRANSFORMER MAINTENANC	91465	A. C. ENGINEERING CO	ENG FEES-UNION ST SUBSTATION	321650803	08/10/2022	1,903.30	48610	.00	0	
Total 6351595300:							1,903.30		.00		
63-51902-110	ACCOUNTING & COLLECTING	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99546	08/05/2022	622.08	48605	.00	0	
63-51902-110	ACCOUNTING & COLLECTING	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99687	08/18/2022	609.12	48664	.00	0	
63-51902-110	ACCOUNTING & COLLECTING	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-99861	08/18/2022	622.08	48664	.00	0	
63-51902-110	ACCOUNTING & COLLECTING	921902	TRUITY PARTNERS LLC	TEMP-HOOD SHINNICK	T-100029	08/26/2022	622.08	48695	.00	0	
Total 6351902110:							2,475.36		.00		
63-51902-300	ACCT & COLLECTING EXPENS	1007	8X8 INC	MONTHLY SERVICE CHARGES-ELECTRIC	3503156	08/18/2022	131.36	48632	.00	0	
Total 6351902300:							131.36		.00		
63-51902-330	ACCT & COLLECTING PROF D	3560	MUNICIPAL ELECTRIC UTI	MEUW ACCOUNTING/CUSTOMER SERV SEMINAR-HAMMETT, MILLER	081222	08/18/2022	270.00	48655	.00	0	
Total 6351902330:							270.00		.00		
63-51902-361	COMMUNICATION EXPENSE	9017	US BANK	CC-GOOGLE-C. RENLY-EMAIL-ELECTRIC	7875-063022	08/30/2022	120.00	20131886	.00	0	
63-51902-361	COMMUNICATION EXPENSE	1730	CHARTER COMMUNICATI	CHARTER SPECTRUM W&L	0052369-072	08/10/2022	56.47	48614	.00	0	
63-51902-361	COMMUNICATION EXPENSE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L	0524286945-	08/26/2022	204.55	48696	.00	0	
Total 6351902361:							381.02		.00		
63-51903-300	BILLING SUPLIES AND EXPEN	5520	WPPI ENERGY	SUPPORT SERVICES JUNE	42-72022	08/30/2022	2,165.13	20131892	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	MONTHLY UB POSTAGE	212095	08/26/2022	973.36	48682	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	SUPPLIES	212095	08/26/2022	334.00	48682	.00	0	

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63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	OTHER	212095	08/26/2022	.33	48682	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	MONTHLY UB POSTAGE	213949	08/26/2022	972.86	48682	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	SUPPLIES	213949	08/26/2022	270.36	48682	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	OTHER	213949	08/26/2022	2.82	48682	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	MONTHLY UB POSTAGE	216835	08/26/2022	967.96	48682	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	SUPPLIES	216835	08/26/2022	269.20	48682	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2880	INFOSEND INC	OTHER	216835	08/26/2022	2.80	48682	.00	0	
63-51903-300	BILLING SUPLIES AND EXPEN	2763	QUADIENT FINANCE USA I	QUARTERLY LEASE PAYMENT- ELECTRIC	N9547900	08/26/2022	46.80	48690	.00	0	
Total 6351903300:							6,005.62		.00		
63-51921-300	OFFICE SUPPLIES & EXPENS	2540	GORDON FLESCH CO INC	MONTHLY COPIER CHARGES- ELECTRIC	IN13860415	08/26/2022	41.46	48681	.00	0	
63-51921-300	OFFICE SUPPLIES & EXPENS	3956	PROFESSIONAL BUSINES	WINDOW ENVELOPES	117512	08/05/2022	105.67	48598	.00	0	
63-51921-300	OFFICE SUPPLIES & EXPENS	2763	QUADIENT FINANCE USA I	MONTHLY POSTAGE-ELECTRIC	5090-0822	08/18/2022	255.52	48657	.00	0	
63-51921-300	OFFICE SUPPLIES & EXPENS	1101	AMAZON CAPITAL SERVIC	SUPPLIES-TONER, TWIN PACK	1614-7C7Y-G	08/18/2022	152.99	48635	.00	0	
Total 6351921300:							555.64		.00		
63-51921-361	COMMUNICATION EXPENSE	5035	U S CELLULAR	MONTHLY CELLULAR SERVICE-W&L ELECTRIC	0524337786-	08/26/2022	21.26	48696	.00	0	
63-51921-361	COMMUNICATION EXPENSE	9196	ANSER SERVICES	BASE RATE FOR 15 AUGUST TO 14 SEPTEMBER	10395-08152	08/26/2022	315.00	48667	.00	0	
Total 6351921361:							336.26		.00		
63-51924-300	PROPERTY INSURANCE	921737	CHUBB & SON	PROPERTY INSURANCE-QUARTERLY INSTALLMENT	QTR 1 22-23	08/30/2022	1,130.83	20131881	.00	0	
Total 6351924300:							1,130.83		.00		
63-51928-300	REGULATORY EXPENSE	90925	PUBLIC SERVICE COMMIS	5-BS-267-TRANSFER CUSTOMER	2207-I-01880	08/26/2022	5.09	48689	.00	0	
Total 6351928300:							5.09		.00		
63-51930-251	IT SERVICE AND EQUIPMENT	1850	COMPUTER KNOW HOW L	BDR BACKUP SYSTEM-ELECTRIC	COE-BD 51	08/18/2022	59.60	48644	.00	0	
Total 6351930251:							59.60		.00		
63-51930-300	MISC GENERAL EXPENSES	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	696	08/05/2022	146.25	48603	.00	0	
63-51930-300	MISC GENERAL EXPENSES	922005	KIM DIENBERG	MILEAGE FOR MAIL RUN	2022-07	08/05/2022	13.80	48594	.00	0	
Total 6351930300:							160.05		.00		

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63-51930-330	PROFESSIONAL DEV/TRAININ	9017	US BANK	CC-FESTIVAL FOODS-C. RENLY-DONUTS FOR MULTI UTILITY SAFETY MEETING	7875-062822	08/30/2022	20.00	20131886	.00	0	
63-51930-330	PROFESSIONAL DEV/TRAININ	3560	MUNICIPAL ELECTRIC UTI	MEUW MANAGEMENT TRAINING/K LINDROTH	3746	08/18/2022	175.00	48655	.00	0	
Total 6351930330:							195.00		.00		
63-51930-331	APPRENTICESHIP TRAINING	9017	US BANK	CC-RADISSON-W&L-LODGING FOR P. SCHMELING	1093-071322	08/30/2022	434.28	20131886	.00	0	
63-51930-331	APPRENTICESHIP TRAINING	9017	US BANK	CC-RADISSON-W&L-LODGING FOR P. SCHMELING	1093-071322	08/30/2022	434.28	20131886	.00	0	
63-51930-331	APPRENTICESHIP TRAINING	4425	SCHMELING, PAUL	REIMB MEALS-SCHOOL, GREEN BAY	2022-08	08/18/2022	144.70	48661	.00	0	
63-51930-331	APPRENTICESHIP TRAINING	4425	SCHMELING, PAUL	REIMB MILEAGE-SCHOOL, GREEN BAY	2022-08-22	08/26/2022	246.25	48693	.00	0	
Total 6351930331:							1,259.51		.00		
63-51930-340	TOOL AND EQUIPMENT	90123	C&M HYDRAULIC TOOL S	AERIAL TOOL APRON, BUCKET	0175280-IN	08/26/2022	497.23	48669	.00	0	
Total 6351930340:							497.23		.00		
63-51930-343	TRANSPORTATION FUEL	5060	ALCIVIA	W&L MONTHLY FUEL W/DISC	1605800-082	08/18/2022	2,044.99	48634	.00	0	
Total 6351930343:							2,044.99		.00		
63-51930-350	TRANSPORTATION MAINTENA	1060	EVANSVILLE HARDWARE	SUPPLIES-FASTENERS	200037-3074	08/05/2022	1.20	48584	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	1060	EVANSVILLE HARDWARE	SUPPLIES-FASTENERS	200037-3076	08/05/2022	23.08	48584	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	1060	EVANSVILLE HARDWARE	SUPPLIES-FASTENERS	200037-3076	08/05/2022	8.76	48584	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	1060	EVANSVILLE HARDWARE	SUPPLIES-FASTENERS	200037-3077	08/05/2022	3.48	48584	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	1060	EVANSVILLE HARDWARE	SUPPLIES-FASTENERS	20037-30775	08/05/2022	1.92	48584	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	1060	EVANSVILLE HARDWARE	SUPPLIES-FLAP DISC	700037-3078	08/05/2022	13.58	48584	.00	0	
63-51930-350	TRANSPORTATION MAINTENA	3125	LAKESIDE INTERN'L TRUC	SERVICE ON HVAC MOTORS FOR W&L TRUCK	6073037	08/26/2022	5,158.22	48684	.00	0	
Total 6351930350:							5,190.32		.00		
63-51930-392	PUBLIC RELATIONS AND ADV	1240	THRYV	AT&T YEL PAGES ADVERTISING-W&L	6100543737	08/18/2022	15.50	48662	.00	0	
63-51930-392	PUBLIC RELATIONS AND ADV	2380	THE EVANSVILLE REVIEW	MONTHLY PUBLICATION CHARGE	96353-A	08/10/2022	320.00	48625	.00	0	
Total 6351930392:							335.50		.00		
63-51932-300	BUILDING AND PLANT MAINTEN	1060	EVANSVILLE HARDWARE	SUPPLIES-NIPPLE BLACK, COUPLE	200037-3075	08/05/2022	15.76	48584	.00	0	
63-51932-300	BUILDING AND PLANT MAINTEN	1060	EVANSVILLE HARDWARE	SUPPLIES-FUSE	200037-3075	08/05/2022	17.99	48584	.00	0	
63-51932-300	BUILDING AND PLANT MAINTEN	1060	EVANSVILLE HARDWARE	SUPPLIES-CRIMPER	200037-3076	08/05/2022	25.99	48584	.00	0	

Invoice GL Account	Invoice GL Account Title	Vendor Number	Payee	Description	Invoice Number	Check Issue Date	Check Amount	Check Number	Discount Taken	GL Activity#	Job Number
63-51932-300	BUILDING AND PLANT MAINTENANCE	1060	EVANSVILLE HARDWARE	SUPPLIES-CLAMP HOSE	20037-30766	08/05/2022	11.16	48584	.00	0	
63-51932-300	BUILDING AND PLANT MAINTENANCE	1230	ARAMARK	MONTHLY RUG SERVICE - W&L	6140034316	08/05/2022	43.01	48575	.00	0	
63-51932-300	BUILDING AND PLANT MAINTENANCE	1230	ARAMARK	MONTHLY RUG SERVICE - W&L	6140037902	08/26/2022	43.01	48668	.00	0	
Total 6351932300:							156.92		.00		
63-51932-360	BUILDING & PLANT UTILITY C	5160	CITY OF EVANSVILLE	ELEC/WATER-W&L-ELECTRIC	2022-08-CO	08/30/2022	816.31	20131882	.00	0	
63-51932-360	BUILDING & PLANT UTILITY C	5600	WE ENERGIES	MONTHLY GAS SERVICE-SHOP W&L	00004-0722	08/05/2022	8.91	48607	.00	0	
63-51932-360	BUILDING & PLANT UTILITY C	5600	WE ENERGIES	MONTHLY GAS SERVICE-W&L	00009-0722	08/05/2022	8.91	48607	.00	0	
Total 6351932360:							834.13		.00		
63-51932-821	BUILDING & PLANT IMPROVE	2942	JEFF'S PLUMBING & HEAT	BLDG MAINT-URINAL CLEAN OUT	2022-07 W&	08/05/2022	142.00	48591	.00	0	
Total 6351932821:							142.00		.00		
Grand Totals:							1,332,467.61		24.51		

August 29, 2022

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

**Re: Written Municipal Advisor Client Disclosure with the City of Evansville (“Client”) for  
2023 Financial Management Plan (“Project” Pursuant to MSRB Rule G-42)**

Dear Julie and Jason:

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

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

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

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

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

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates



Greg Johnson  
Senior Municipal Advisor/Vice President

---

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

## Appendix A

### DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

#### Actual/Potential Material Conflicts of Interest

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

#### Other Engagements or Relationships Impairing Ability to Provide Advice

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

#### Affiliated Entities

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

#### Solicitors/Payments Made to Obtain/Retain Client Business

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

#### Payments from Third Parties

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

#### Payments/Fee-splitting Arrangements

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

#### Municipal Advisor Registration

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

## **Material Legal or Disciplinary Events**

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

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

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

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

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

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

## **MSRB Contact Information**

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



# Appendix B

## Scope of Service

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

### Confirm Planning Objectives

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

### Gather Required Information

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

### Prepare Financial Model

- Based on the Client’s objectives and the information available, we will prepare a Client-specific Excel based financial planning model that includes:
  - **Credit Profile Evaluation.** An assessment of selected financial, debt and demographic indicators will be prepared comparing Client to the Statewide median indicators for its rating peer group, and to other governmental entities of comparable size or location. If applicable, the assessment will also include a comparison with the medians of the next higher rating classification and to representative governmental entities in that class. Analysis will be provided to identify areas of strength and potential weakness in the Client’s credit profile.
  - **Valuation Forecast.** We will project growth in equalized value based on historical valuation trends, and anticipated potential for and timing of new development based on Client input. If applicable, “TID IN” and “TID OUT” forecasts will be provided. The impact of TID closure will be considered based on Client direction. One or more potential growth scenarios may be modeled based on Client’s objectives.
  - **Fund Forecasts.** We will forecast revenues and expenditures for the following funds based on prior year budgetary trends. Based on the

Client's objectives and the information available to us, one or more alternate fund forecasts may be developed to reflect adjustments to service levels and staffing.

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

### **Conduct Governing Body Workshops**

- A total of 3 workshops will be conducted concurrent with development of the financial model. The purpose of the workshops will be to present key data, observations, findings, alternatives, and recommendations, and to seek input of Governing Body members and key staff at periodic intervals before the model is finalized. Specific workshop dates, and the points at which they occur in the process, will be established in consultation with the Client based on the objectives of Client, the availability of the Governing Body and key staff, and the availability of information needed to complete the plan. Workshop duration is typically two hours, with three-to-four-week intervals between workshops. Workshops are generally more effective when held independent of other Governing Body meetings.

**Final Report**

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

**Scope of Service Limitations**

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

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

**Compensation**

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers & Associates in the amount of \$17,000.

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

**Payment for Services**

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

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

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Signed	Title	Date
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# Financial Management Planning

*Strength. Stability. Success.*



Whether you're creating a capital improvement plan, considering a major infrastructure project or evaluating the fiscal impacts of service and staffing alternatives, strong financial management planning seamlessly integrates all your prospective initiatives to provide a practical "road map" that helps your community not only achieve its short-term goals, but realize its long-term vision.

Our municipal advisory teams partner with you to craft dynamic forecasting models built on a foundation of policy and best practice, resulting in an interactive decision-making process that shows exactly where you are today and how to effectively and prudently get to where you want to be. We prepare detailed analyses to help you prioritize financial needs and evaluate viable options based on objective impacts and benefits.

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## What's the value of completing a Financial Management Plan?

A comprehensive Financial Management Plan:

- ✓ Examines your community's current financial profile
- ✓ Identifies financial opportunities & potential challenges
- ✓ Explores opportunities to amend existing financial policies or create new ones
- ✓ Provides information to help establish priorities for future operational & capital needs
- ✓ Empowers community leaders to effectively communicate fiscal priorities & establish tangible goals
- ✓ Builds consensus, confidence & support for community investment initiatives
- ✓ Streamlines annual budget preparation
- ✓ Eliminates reactionary impulses & fosters fiscally responsible decision-making

## Isn't Financial Management Planning just multi-year budgeting?

Not at all. A strong, long-term Financial Management Plan doesn't replace your annual or even multi-year budgeting process. It strengthens it. Using this adaptable tool harmonizes capital and operating budgets over an extended forecast period, which in turn helps you more effectively handle the inevitability of changing financial and economic circumstances and manage growth.

Regardless of your size, Ehlers' analysis, modeling and presentation materials will foster strategic discussions amongst elected officials, staff and constituents with the goal of building resilient, sustainable communities for years to come.

# MEET YOUR WISCONSIN TEAM



**Todd Taves**  
Senior Municipal  
Advisor  
Managing Director



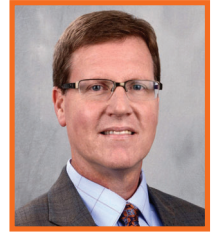
**Brain Reilly, CFA**  
Senior Municipal  
Advisor  
Managing Director



**Jon Cameron**  
Senior Municipal  
Advisor



**Phil Cosson**  
Senior Municipal  
Advisor



**David Ferris, CPA**  
Senior Municipal  
Advisor



**Greg Johnson**  
Senior Municipal  
Advisor



**Sean Lentz**  
Senior Municipal  
Advisor



**Joe Murray**  
Senior Municipal  
Advisor



**Brian Roemer**  
Municipal Advisor



**Jonathan Schatz**  
Municipal Advisor



**Frank Roman**  
Economic  
Development Advisor



**Lisa Trebatoski**  
Associate Municipal  
Advisor



**Joshua Low**  
Senior Financial  
Specialist



**Harry Allen**  
Associate Municipal  
Advisor



**Jessica Cook**  
Fiscal Studies Group  
Supervisor



**Elizabeth Diaz**  
Senior Fiscal  
Consultant



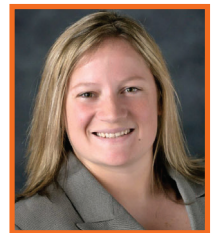
**Kristina Norquist**  
Senior Fiscal  
Consultant



**Kyle Sawyer**  
Senior Fiscal  
Consultant



**Jeanne Vogt**  
Senior Fiscal  
Consultant



**Megan Sandell**  
Fiscal Consultant

Ready to map out your community's path to long-term success? **Contact us today!**

 Visit [ehlers-inc.com](http://ehlers-inc.com)

 E-mail [info@ehlers-inc.com](mailto:info@ehlers-inc.com)

 Call 800-552-1171

**EHLERS**



**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

**CITY OF EVANSVILLE  
RESOLUTION #2022-24**

***APPROVAL TO MAINTAIN CUSTODIAL ACCOUNT(S) WITH  
PERSHING ADVISOR SOLUTIONS LLC, and ENGAGE EHLERS INVESTMENT PARTNERS  
as INVESTMENT ADVISOR***

**WHEREAS**, Ehlers Investment Partners LLC, recommends opening custodial account(s) for investment of City funds; and

**WHEREAS**, Ehlers Investment Partners LLC, as the City’s investment fiduciary will help manage and advise the City on the investment of these funds in accordance with State Statute.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Evansville that it hereby approves engagement of Ehlers Investment Partners LLC to maintain Pershing Advisor Solutions LLC account(s) to aid the City in the management of investments.

Passed this 14<sup>th</sup> day of June, 2022.

By: \_\_\_\_\_  
Dianne Duggan, Mayor

Attest: \_\_\_\_\_  
Leah Hurtley, Deputy Clerk

Introduced:  
Adopted:  
Published:

**NON-APPROPRIATION ADDENDUM**

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and Evansville, City of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1784749 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	<b>X</b>	
	SIGNATURE	PRINT NAME & TITLE
		DATE
OUR SIGNATURE		
GreatAmerica Financial Services Corporation		
	SIGNATURE	PRINT NAME & TITLE
		DATE

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7/22/22 ending: 6/30/2023  
(mm dd yyyy) (mm dd yyyy)

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

County of Rock Aldermanic Dist. No. \_\_\_\_\_  
 (if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number <del>XXXXXXXXXXXXXXXXXXXX</del>	
FEIN Number <del>XXXXXXXXXXXX</del>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>500</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>15</u>
<b>TOTAL FEE</b>	<b>\$ <u>615.00</u></b>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Ceili LLC

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Arndt</u>	<u>Shannon</u>	<u>R</u>	<u>414 Meadow Lane Evansville, WI 53536</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Maly</u>	<u>Carl</u>	<u>J</u>	<u>414 Meadow Lane Evansville, WI 53536</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Ceili Coffee Wine Bar Business Phone Number 608-698-9298  
 2. Address of Premises New Main St Evansville 53536 Post Office & Zip Code 53536

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

Two story historic building space upstairs is a separate two bedroom apartment. 1st floor is commercial space with internal space at 720 sq feet and a patio out front. between the front door and side walk patio space is approx 48 sq with outdoor seating we have multiple locked cabinets and refrigerators to store wine and beer. There is also one utility closet and a handicap accessible restroom inside.

4. Legal description (omit if street address is given above):  
 Paid to: City of Evansville Paid to: City of Evansville

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No

(b) If yes, under what name was license issued? Ceili LLC  
 Receipt: 1.149520 15.00 Receipt: 1.149519 600.00  
 CEILI LLC CEILI LLC



6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain**  Yes  No  
*All of our employees ~~are~~ have passed responsible beverage training that are over 18yrs*
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? **If yes, explain.**  Yes  No
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain**  Yes  No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 11/19/19 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain**  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]  Yes  No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

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

Contact Person's Name (Last, First, M.I.) <i>Arndt Shannon R</i>	Title/Member <i>Owner</i>	Date <i>7/22/22</i>
Signature <i>[Signature]</i>	Phone Number <i>[Redacted]</i>	Email Address <i>Shannon@ceitcoffee.com</i>

**TO BE COMPLETED BY CLERK**

*Publication 8/17/2022*

Date received and filed with municipal clerk <i>7-26-2022</i>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

Submit to municipal clerk.

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

To the governing body of:  Town  Village  City of Evansville County of Rock

The undersigned duly authorized officer/member/manager of Ceili LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Ceili Coffee and Wine Bar  
(Trade Name)

located at 116 W. Main St Evansville WI 53536

appoints Shannon Arndt  
(Name of Appointed Agent)

414 Meadow Lane Evansville WI 53536  
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 44 yrs

Place of residence last year 414 meadow lane Evansville 53536

For: Ceili LLC  
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]  
(Signature of Officer / Member / Manager)

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

### ACCEPTANCE BY AGENT

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

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

[Signature] 10/27/2022 Agent's age 88888888  
(Signature of Agent) (Date)

414 Meadow Lane Evansville WI 53536 Date of birth XXXXXX  
(Home Address of Agent)

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

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

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



## Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>Arndt</b>		(first name) <b>Shannon</b>		(middle name) <b>Renee</b>	
Home Address (street/route) <b>414 Mendota Lane</b>		Post Office	City <b>Evansville</b>	State <b>WI</b>	Zip Code <b>53536</b>
Home Phone Number <del>XXXXXXXXXXXX</del>		Age <b>44</b>	Date of Birth <b>08/08/1962</b>	Place of Birth <b>Eau Claire WI</b>	

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

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

**owner** of **Ceili LLC**  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

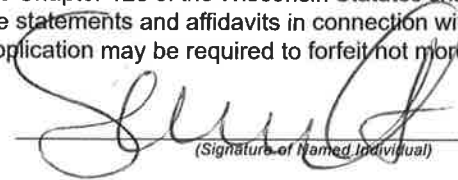
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 44 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. Class B Beer Class C wine Ceili LLC  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify.  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name <b>UW Health</b>	Employer's Address <b>1000 University Ave</b>	Employed From <b>5/2004</b>	To <b>Current</b>
Employer's Name <b>Club Tavern</b>	Employer's Address <b>Middleton WI</b>	Employed From <b>1/2002</b>	To <b>10/2004</b>

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

  
(Signature of Named Individual)



# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7/20/2022 ending: 6/30/2023  
(mm dd yyyy) (mm dd yyyy)

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

County of Rock Aldermanic Dist. No. \_\_\_\_\_  
 (if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number <del>XXXXXXXXXXXXXXXXXXXX</del>	
FEIN Number <del>XXXXXXXXXXXX</del>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$ 100
<input checked="" type="checkbox"/> Class B beer	\$ 100
<input type="checkbox"/> Class C wine	\$ 100
<input type="checkbox"/> Class A liquor	\$ 500
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ 500
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 15
<b>TOTAL FEE</b>	<b>\$ 615.00</b>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Andrew Tomlin Slice Golf LLC

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Tomlin</u>	<u>Andrew</u>	<u>Mark</u>	<u>300 S 1st St Evansville WI 53536</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Kiles</u>	<u>Parah</u>	<u>Marc</u>	<u>300 S. 1st St Evansville WI 53536</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Slice Golf Business Phone Number 262-728-4653  
 2. Address of Premises 16 Main St Evansville Post Office & Zip Code 53536

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

Bar where beverages will be sold and served in Main room of first floor. Secure storage will have coolers and average in main room adjacent to bar. Seating will occur in Main room and hallway with outdoor seating when / if permitted.

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

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? .....  Yes  No

(b) If yes, under what name was license issued? \_\_\_\_\_

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** .....  Yes  No  
*Yes, Andrew Tomlin still has to complete beverage server training and will before store opens*
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? .....  Yes  No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** .....  Yes  No
9. (a) **Corporate/limited liability company applicants only:** Insert state \_\_\_\_\_ and date \_\_\_\_\_ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** .....  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] .....  Yes  No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] .....  Yes  No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? .....  Yes  No

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

Contact Person's Name (Last, First, M.I.) <i>Tomlin, Andrew M. / Sarah Kips</i>	Title/Member <i>Owner</i>	Date <i>7-20-22</i>
Signature <i>[Signature]</i>	Phone Number <del>XXXXXXXXXXXX</del>	Email Address <del>XXXXXXXXXXXX</del> <i>City of Evansville</i>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk  <i>Receipt: 1.149970</i> <i>SLICE GOLF LLC</i> <i>Aug 30, 2022 10:35AM</i>
Date license granted	Date license issued	License number issued	

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Kilps Sarah M.					
Home Address (street/route)	Post Office	City	State	Zip Code	
300 S. 1st St.		EVANSVILLE	WI	53536	
Home Phone Number	Age	Date of Birth	Place of Birth		
8888888888888888			Elkhorn WI		

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

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Member of Miu Golf LLC  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

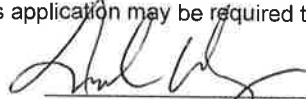
which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 21 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
<u>Washa Remodeling</u>	<u>2605 S. Stoughton Rd. Madison</u>	<u>April 2021</u>	<u>Present</u>
Employer's Name	Employer's Address	Employed From	To
<u>Night Owl</u>	<u>189 East Main St Evansville</u>	<u>August 2018</u>	<u>Present</u>

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

  
(Signature of Named Individual)





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

Submit to municipal clerk.

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

To the governing body of:  Town  Village  City of Evansville County of Rock

The undersigned duly authorized officer/member/manager of Mile Golf LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Mile Golf  
(Trade Name)

located at 1 E. Main St Evansville WI 53530

appoints Sarah Kips  
(Name of Appointed Agent)  
300 S. 1st St. Evansville WI 53530  
(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 31 years

Place of residence last year 300 S 1st St. Evansville WI 53530

For: Mile Golf LLC  
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]  
(Signature of Officer / Member / Manager)

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

### ACCEPTANCE BY AGENT

Sarah Kips, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

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

[Signature] 8-30-22 Agent's age 88888888  
(Signature of Agent) (Date)  
300 S 1st St. Evansville WI 53530 Date of birth 88888888  
(Home Address of Agent)

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

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

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



# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Tomlin		Andrew		Mark	
Home Address (street/route)		Post Office	City	State	Zip Code
300 S. 1st St.			Evansville	WI	53536
Home Phone Number		Age	Date of Birth	Place of Birth	
8888888888		8888888888	8888888888	Madison	

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

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Owner \_\_\_\_\_ of Slice Golf LLC  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 16 Years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? .....  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? .....  Yes  No  
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? .....  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? .....  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
City of Evansville	31 S. Madison St. Evansville WI	2006	Present
Employer's Name	Employer's Address	Employed From	To
Evansville High School	640 S. 5th St. Evansville	2016	Present

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

*Andrew Tomlin*

(Signature of Named Individual)



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

Submit to municipal clerk.

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

To the governing body of:  Town  Village  City of Evansville County of Rock

The undersigned duly authorized officer/member/manager of Slice Golf LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

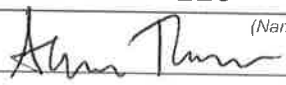
a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Slice Golf  
(Trade Name)

located at 1 E. Main St. Evansville WI 53536

appoints Andrew Tomlin  
(Name of Appointed Agent)  
300 S. 1st. St. Evansville WI 53536  
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?  
 Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).


Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No  
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 16 Years  
Place of residence last year 300 S. 1st. St. Evansville WI 53536

For: Slice Golf LLC  
(Name of Corporation / Organization / Limited Liability Company)  
By:   
(Signature of Officer / Member / Manager)

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

### ACCEPTANCE BY AGENT

I, Andrew Tomlin,  
(Print / Type Agent's Name), hereby accept this appointment as agent for the corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 7-5-2022 Agent's age 88  
(Signature of Agent) (Date)  
300 S. 1st. St. Evansville WI 53536 Date of birth 8888888888  
(Home Address of Agent)

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

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

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



# City of Evansville Staff Report

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**Date Prepared: 09/08/2022**

**For Common Council Meeting on: 09/13/2022**

**TO: Honorable Mayor and City Council**

**PREPARED BY: Chad Renly – Director of Municipal Services**

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**SUBJECT: Lake Leota Dam / Spillway Structures**

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**Background:** The concrete spillways and walkway abutments are in worse condition than anticipated. After the contractor began removing the delaminated concrete, they began to expose some areas where the concrete was very soft and crumbling. The consensus between the DNR, Jewell, and the Municipal Services Director is that the spillways have met their life expectancy and need to be replaced because of the scale and depth of poor concrete condition.

**Recommendations:** The recommended and most economical option for repairing the spillways is to pour a new reinforced concrete spillway over the top of the existing spillways. The work would include removing 12 or more inches from the tops of the spillways, then pouring new 8-inch reinforced concrete mats on both sides of the spillways which would be tied together at the top. A coffer dam would be installed this fall to protect against potential dam failure at the south spillway. This coffer dam could then be used next year during construction. The lake could remain at normal levels during construction. The project would be re-bid under the new project scope and would be constructed in 2023.

**Budgetary Impact:** The current pre-design estimate to cap both spillways is approximately \$1,500,000 in addition to work already completed. The DNR has stated that additional grant funds are available and they will approve the city to max out it's current grant application for \$400,000 toward this work.

**Common Council Options:** Options are very limited, if the spillways are not capped and brought into compliance with the DNR the option would be to remove the structures completely and Lake Leota would become a part of Allen Creek. An option which was proposed by the DNR; the 2024 DNR Dam Grant has new funding limits of up to \$1,500,000. The new Lake Leota Dam project scope would be eligible for up to approximately \$650,000 however, this would mean that the city would have to release its current grant approval and try reapply with no guarantee of acceptance. The Dam would also have to wait to be repaired until 2024. My recommendation is to keep the project under it's current grant which has already been approved and is guaranteed.

**Recommended Motion:** "Motion to proceed with the recommendation of capping both the north and south Lake Leota spillways under the existing approved grant funds."





*City of Evansville Water & Light*

TEST YEAR 2023

**Rate Summary**

	Present Rates	Proposed Rates
<b>Rg-1 Residential Service</b>		
Customer Charge - Single Phase	\$7.00	\$12.00
Customer Charge - Three Phase	\$14.00	\$19.00
Energy Charge	\$0.1178	\$0.1194
PCAC	\$0.0015	\$0.0000
<b>Rg-2 Residential Optional TOD</b>		
Customer Charge - Single Phase	\$7.00	\$12.00
Customer Charge - Three Phase	\$14.00	\$19.00
Energy Charge On Peak	\$0.2149	\$0.1970
Energy Charge Off Peak	\$0.0614	\$0.0720
PCAC	\$0.0015	\$0.0000
<b>Gs-1 General Service &lt;45 kW</b>		
Fixed Charge		
Single Phase	\$7.00	\$12.00
Three Phase	\$14.00	\$19.00
Energy Charge	\$0.1203	\$0.1258
PCAC	\$0.0015	\$0.0000
<b>Gs-2 General Service &lt;45 kW TOD</b>		
Fixed Charge		
Single Phase	\$7.00	\$12.00
Three Phase	\$14.00	\$19.00
Energy Charge On Peak	\$0.2073	\$0.2035
Energy Charge Off Peak	\$0.0691	\$0.0785
PCAC	\$0.0015	\$0.0000
<b>Cp-1 Small Power Service &gt;45 kW</b>		
Customer Charge	\$40.00	\$50.00
Distribution Demand Charge	\$1.50	\$1.75
Demand Charge	\$7.25	\$8.00
Energy Charge	\$0.0784	\$0.0824
Primary Metering Discount	-1.25%	-1.25%
Transformer Ownership Discount	(\$0.15)	(\$0.15)
PCAC	\$0.0015	\$0.0000
<b>Cp-1 TOD Small Power Service &gt;45 kW TOD</b>		
Customer Charge	\$40.00	\$50.00
Distribution Demand Charge	\$1.50	\$1.75
Demand Charge	\$7.25	\$8.00
On-Peak Energy Charge	\$0.1098	\$0.1125
Off-Peak Energy Charge	\$0.0549	\$0.0600
Primary Metering Discount	-1.25%	-1.25%
Transformer Ownership Discount	(\$0.15)	(\$0.15)
PCAC	\$0.0015	\$0.0000

*City of Evansville Water & Light*  
TEST YEAR 2023  
**Rate Summary**

	Present Rates	Proposed Rates
<b>Cp-2 Large Power Service &gt;200 kW</b>		
Customer Charge	\$100.00	\$150.00
Distribution Demand Charge	\$1.50	\$1.75
Demand Charge	\$7.85	\$9.00
On-Peak Energy Charge	\$0.0889	\$0.0930
Off-Peak Energy Charge	\$0.0645	\$0.0655
Total Energy		
Primary Metering Discount	-1.25%	-1.25%
Transformer Ownership Discount	(\$0.15)	(\$0.15)
PCAC	\$0.0015	\$0.0000
<b>Cp-3 Industrial Power Service &gt;1,000 kW</b>		
Customer Charge	\$200.00	\$200.00
Distribution Demand Charge	\$1.50	\$1.75
Demand Charge	\$9.50	\$10.50
On-Peak Energy Charge	\$0.0806	\$0.0856
Off-Peak Energy Charge	\$0.0536	\$0.0556
Total Energy		
Primary Metering Discount	-1.25%	-1.25%
Transformer Ownership Discount	(\$0.15)	(\$0.15)
PCAC	\$0.0015	\$0.0000
<b>Ms-1 Street Lighting Service</b>		
<i>Street Lighting Overhead</i>		
175 W MV	\$7.00	\$7.50
400 W MV	\$7.50	\$8.00
100 W HPS	\$7.00	\$7.50
150 W HPS	\$7.50	\$8.00
250 W HPS	\$8.00	\$8.50
300 W Quartz	\$7.00	\$7.50
30 W LED	\$10.00	\$10.50
30 W LED (contributed)	\$7.00	\$7.50
<i>Street Lighting Ornamental</i>		
Single Lamp Fixture, with Concrete Pole		
175 W MH	\$11.50	\$11.50
Single Lamp Fixture, with Historic Cast Iron Pole**		
175 W MH	\$12.50	\$13.00
150 W HPS	\$12.00	\$12.50
250 W HPS	\$12.50	\$13.00
<i>Yard Lighting</i>		
175 W MV	\$7.00	\$7.50
250 W MV	\$7.00	\$7.50
400 W MV	\$7.25	\$7.75
100 W HPS	\$7.00	\$7.50
150 W HPS	\$7.25	\$7.60
250 W HPS	\$7.75	\$8.25
Energy Charge	\$0.0630	\$0.0687
PCAC	\$0.0015	\$0.0000
<b>Ms-2 Athletic Field Lighting Service</b>		
Customer Charge	\$285.00	\$285.00
Energy Charge	\$0.0630	\$0.0687
PCAC	\$0.0015	\$0.0000

City of Evansville Water & Light  
TEST YEAR 2023  
Monthly Bill Comparisons

**TABLE 1: Rg-1 Residential Customers -- Present Rates Vs. Proposed Rates Vs. Alliant Rates**

kWh Usage	Present Evansville Rg-1	Proposed Evansville Rg-1	\$ Change Present & Proposed	% Change Present & Proposed	Alliant Bill	Difference Proposed & Alliant- \$	Difference Proposed & Alliant- %
250	\$36.83	\$41.85	\$5.03	13.6%	\$47.73	\$5.88	14.0%
500	\$66.65	\$71.70	\$5.05	7.6%	\$80.46	\$8.76	12.2%
<b>658</b>	<b>\$85.44</b>	<b>\$90.51</b>	<b>\$5.07</b>	<b>5.9%</b>	<b>\$101.08</b>	<b>\$10.57</b>	<b>11.7%</b>
750	\$96.48	\$101.55	\$5.08	5.3%	\$113.18	\$11.63	11.5%
1,000	\$126.30	\$131.40	\$5.10	4.0%	\$145.91	\$14.51	11.0%
1,250	\$156.13	\$161.25	\$5.13	3.3%	\$178.64	\$17.39	10.8%
1,500	\$185.95	\$191.10	\$5.15	2.8%	\$211.37	\$20.27	10.6%

Proposed Average Change In Current Rg-1 Residential Class Revenue = 5.9%  
Average kWh Monthly Usage By All Rg-1 Class Customers = 658 kWh / Month

**TABLE 2: Gs-1 General Service Customers -- Present Rates Vs. Proposed Rates Vs. Alliant Rates**

kWh Usage	Present Evansville Gs-1	Proposed Evansville Gs-1	\$ Change Present & Proposed	% Change Present & Proposed	Alliant Bill	Difference Proposed & Alliant- \$	Difference Proposed & Alliant- %
500	\$67.90	\$74.90	\$7.00	10.3%	\$79.00	\$4.10	5.5%
750	\$98.35	\$106.35	\$8.00	8.1%	\$110.00	\$3.65	3.4%
1,000	\$128.80	\$137.80	\$9.00	7.0%	\$141.00	\$3.20	2.3%
1,250	\$159.25	\$169.25	\$10.00	6.3%	\$172.00	\$2.75	1.6%
<b>1,297</b>	<b>\$165.03</b>	<b>\$175.22</b>	<b>\$10.19</b>	<b>6.2%</b>	<b>\$177.89</b>	<b>\$2.66</b>	<b>1.5%</b>
2,000	\$250.60	\$263.60	\$13.00	5.2%	\$265.00	\$1.40	0.5%
4,000	\$494.20	\$515.20	\$21.00	4.2%	\$513.00	(\$2.20)	-0.4%
8,000	\$981.40	\$1,018.40	\$37.00	3.8%	\$1,009.00	(\$9.40)	-0.9%
12,000	\$1,468.60	\$1,521.60	\$53.00	3.6%	\$1,505.00	(\$16.60)	-1.1%

Proposed Average Change In Current General Service, Gs-1 Class Revenue = 6.1%  
Average kWh Monthly Usage By All General Service, Gs-1, Class Customers = 1,297 kWh per Month

	Present Evansville Rg-1	Proposed Evansville Rg-1	Alliant Rg-1	Present Evansville Gs-1	Proposed Evansville Gs-1	Alliant Gs-1
Customer Charge, \$/Month						
Single-Phase		\$7.00	\$12.00	\$7.00	\$12.00	\$17.00
Three-Phase		\$14.00	\$19.00	\$14.00	\$19.00	\$25.50
Energy Charge, \$/kWh/Month		\$0.1178	\$0.1194	\$0.1203	\$0.1258	\$0.1240
PCAC, \$/kWh/Month		\$0.0015	\$0.0000	\$0.0015	\$0.0000	\$0.0000

City of Evansville Water & Light  
 Test Year 2023  
 CP-1 Use Characteristics and Bill Impacts

**Table 1: Cp-1: Small Power Service >45 kW**

Customer ID	Primary Metered	Transf. Ownership	kWh Used	Max Dem kW	Distribution kW	Load Factor, %	Current Annual Bill	Proposed Annual Bill	Proposed - Current \$ Diff.	% Diff.	ALLIANT Bill	ALLIANT - Proposed \$ Diff.	% Diff.	Proposed Lower Rate	\$ Diff.
# 1	-	-	455,328	913.5	1,130.1	69.1%	45,179	47,405	\$2,226	4.93%	44,813	(\$2,591)	(5.47%)	57,424	\$10,019
# 2	-	-	149,760	891.3	1,034.5	23.3%	20,459	21,881	\$1,421	6.95%	21,104	(\$777)	(3.55%)	18,984	(\$2,897)
# 3	-	-	140,520	527.9	772.7	36.5%	16,694	17,754	\$1,060	6.35%	17,548	(\$206)	(1.16%)	17,821	\$67
# 4	-	-	160,480	560.0	625.6	39.3%	18,301	19,398	\$1,098	6.00%	18,894	(\$505)	(2.60%)	20,332	\$934
# 5	-	-	350,880	1,051.8	1,673.8	45.7%	38,652	40,856	\$2,205	5.70%	40,953	\$97	0.24%	44,285	\$3,428
# 6	-	-	248,600	526.0	646.6	65.6%	25,127	26,424	\$1,298	5.16%	24,601	(\$1,823)	(6.90%)	31,418	\$4,993
# 8	-	-	156,040	490.9	633.1	42.0%	17,456	18,493	\$1,037	5.94%	18,477	(\$15)	(0.08%)	19,774	\$1,281
# 9	-	-	187,488	1,002.8	1,240.7	26.0%	24,592	26,243	\$1,651	6.71%	23,121	(\$3,122)	(11.90%)	23,730	(\$2,513)
# 10	-	-	131,808	819.1	965.3	22.1%	18,398	19,703	\$1,305	7.09%	19,152	(\$551)	(2.79%)	16,725	(\$2,977)
# 11	-	-	323,760	710.8	994.4	63.0%	32,993	34,704	\$1,711	5.19%	33,171	(\$1,533)	(4.42%)	40,873	\$6,169
# 12	-	-	196,640	602.3	633.2	56.0%	21,508	22,730	\$1,222	5.68%	21,712	(\$1,018)	(4.48%)	24,881	\$2,152
# 13	-	-	95,680	757.1	1,195.7	17.4%	15,407	16,633	\$1,226	7.96%	16,380	(\$253)	(1.52%)	12,181	(\$4,453)
# 14	-	-	53,664	460.4	1,363.9	20.8%	10,152	11,092	\$940	9.26%	11,228	\$136	1.23%	6,895	(\$4,197)
			2,650,648	9,314	12,909	40.1%	304,917	323,316	\$18,399	<b>6.03%</b>	311,155	(\$12,161)	(3.76%)	335,324	\$12,008

**Max: 9.26%**  
**Min: 4.93%**

Tariff Rate	Current Cp-1	Proposed Cp-1	ALLIANT Gd-1	Proposed Gs-1
Customer Charge, \$/Month	\$ 40.00	\$ 50.00	\$ 25.50	\$ 12.00
Distrib. Demand Charge, \$/kW	\$ 1.50	\$ 1.75	\$ 2.00	
Demand Charge, \$/kW	\$ 7.25	\$ 8.00	\$ 8.25	
On-Peak Energy Charge, \$/kWh	\$ 0.0784	\$ 0.0824	\$ 0.09207	\$ 0.1258
Off-Peak Energy Charge, \$/kWh	\$ 0.0784	\$ 0.0824	\$ 0.06705	\$ 0.1258
PCAC, \$/kWh	\$ 0.0015	\$ -	\$ -	\$ -
Primary Metering, %	-1.25%	-1.25%		
Trans. Own. ,\$/kW	\$ (0.15)	\$ (0.15)		

City of Evansville Water & Light  
TEST YEAR 2023  
CP-1 TOD Use Characteristics and Bill Impacts

**Table 2: Cp-1 TOD: Small Power Service >45 kW TOD**

Customer ID	Primary Metered	Transf. Ownership	On-Peak kWh	Off-Peak kWh	% On-Peak	Load Factor, %	Billed kW	Dist. kW.	Current Annual Bill	Proposed Annual Bill	Proposed - Current \$ Diff.	% Diff.	ALLIANT Bill	ALLIANT - Proposed \$ Diff.	% Diff.	Proposed Lower Rate	\$ Diff.
# 1	-	-	53,568	108,288	33.10%	24.5%	905	2,280	22,528	24,350	\$1,823	8.09%	24,522	\$171	0.70%	19,546	(\$4,805)
# 2	-	-	212,640	367,200	36.67%	63.8%	1,245	1,473	56,091	59,090	\$2,999	5.35%	57,720	(\$1,370)	(2.32%)	72,241	\$13,152
# 3	-	-	61,720	103,900	37.27%	43.8%	518	724	18,053	19,191	\$1,138	6.30%	18,679	(\$512)	(2.67%)	20,860	\$1,669
# 4	-	-	276,480	499,760	35.62%	71.6%	1,485	1,793	72,896	76,709	\$3,813	5.23%	75,109	(\$1,600)	(2.09%)	95,639	\$18,930
			604,408	1,079,148	35.90%	55.5%	4,153	6,270	169,567	179,340	\$9,772	5.76%	176,029	(\$3,310)	(1.85%)	208,286	\$28,946

Tariff Rate	Current Cp-1 TOD	Proposed Cp-1 TOD	ALLIANT Gs-3	Proposed Gs-2
Customer Charge, \$/Month	\$ 40.00	\$ 50.00	\$ 25.50	\$ 12.00
Distrib. Demand Charge, \$/kW	\$ 1.50	\$ 1.75	\$ 2.00	
Demand Charge, \$/kW	\$ 7.25	\$ 8.00	\$ 8.25	
On-Peak Energy Charge, \$/kWh	\$ 0.1098	\$ 0.1125	\$ 0.09207	\$ 0.2035
Off-Peak Energy Charge, \$/kWh	\$ 0.0549	\$ 0.0600	\$ 0.06705	\$ 0.0785
PCAC, \$/kWh	\$ 0.0015	\$ -	\$ -	\$ -
Discounts: Primary Metering, %	-1.3%	-1.3%		
Trans. Own. ,\$/kW	\$ (0.15)	\$ (0.15)		

City of Evansville Water & Light  
 Test Year 2023  
 CP-2 & CP-3 Use Characteristics and Bill Impacts

Table 3: Cp-2: Large Power Service >200 kW

Customer ID	Primary Metered	Transf. Ownership	On-Peak kWh	Off-Peak kWh	% On-Peak	Load Factor, %	Billed kW	Dist. kW.	Current Annual Bill	Proposed Annual Bill	Proposed - Current \$ Diff.	% Diff.	ALLIANT Bill	ALLIANT - Proposed \$ Diff.	% Diff.	Proposed Lower Rate	\$ Diff.
# 1	P	-	1,343,160	1,113,120	54.68%	45.0%	7,485	8,585	264,441	278,514	\$14,073	5.32%	250,919	(\$27,595)	(9.91%)	274,439	(\$4,075)
# 2	-	-	265,440	236,160	52.92%	38.6%	1,778	2,664	58,736	62,619	\$3,883	6.61%	59,745	(\$2,874)	(4.59%)	60,818	(\$1,801)
# 3	-	-	1,058,880	995,520	51.54%	44.9%	6,264	7,073	222,409	234,237	\$11,827	5.32%	214,589	(\$19,648)	(8.39%)	232,373	(\$1,864)
# 4	-	-	329,280	550,080	37.45%	38.5%	3,128	7,707	103,385	110,089	\$6,705	6.49%	108,188	(\$1,902)	(1.73%)	111,568	\$1,478
# 5	-	-	383,616	436,992	46.75%	26.3%	4,275	5,344	106,293	113,923	\$7,631	7.18%	116,992	\$3,068	2.69%	111,768	(\$2,156)
# 6	-	-	442,752	763,392	36.71%	39.1%	4,227	7,996	136,783	145,012	\$8,229	6.02%	140,887	(\$4,125)	(2.84%)	147,793	\$2,781
# 7	-	-	521,280	771,120	40.33%	71.4%	2,478	2,948	123,093	128,250	\$5,157	4.19%	110,258	(\$17,992)	(14.03%)	132,078	\$3,828
# 8	P	-	2,256,000	2,178,000	50.88%	54.3%	11,190	11,518	448,431	469,216	\$20,785	4.64%	408,820	(\$60,396)	(12.87%)	469,699	\$483
# 9	-	-	199,200	194,400	50.61%	22.9%	2,359	3,910	56,422	61,133	\$4,711	8.35%	64,776	\$3,643	5.96%	58,748	(\$2,385)
# 10	-	-	921,600	1,583,424	36.79%	69.4%	4,945	5,996	236,831	246,221	\$9,390	3.96%	213,093	(\$33,128)	(13.45%)	257,067	\$10,846
# 11	-	-	324,300	202,800	61.53%	25.8%	2,801	4,176	72,156	77,763	\$5,607	7.77%	79,330	\$1,566	2.01%	73,752	(\$4,012)
			8,045,508	9,025,008	47.13%	45.9%	50,930	67,917	1,828,980	1,926,978	\$97,998	5.36%	1,767,595	(\$159,383)	(8.27%)	1,930,103	\$3,125

Max: 8.35%  
 Min: 3.96%

Tariff Rate	Current		Proposed		ALLIANT			
	Cp-2	Cp-2	Cp-1	Cp-2	Cp-1	Cp-1	Cp-1	Proposed Cp-1
Customer Charge, \$/Month	\$ 100.00	\$ 150.00	\$ 189.50	\$ 150.00	22,740	2,274	\$ 50.00	
Distrib. Demand Charge, \$/kW	\$ 1.50	\$ 1.75	\$ 2.20	\$ 1.75	149,416	44,226	\$ 1.75	
Demand Charge, \$/kW	\$ 7.85	\$ 9.00	\$ 14.02	\$ 8.00	714,044	261,830	\$ 8.00	
On-Peak Energy Charge, \$/kWh	\$ 0.0889	\$ 0.0930	\$ 0.05896	\$ 0.0824	474,363	212,206	\$ 0.0824	
Off-Peak Energy Charge, \$/kWh	\$ 0.0645	\$ 0.0655	\$ 0.04671	\$ 0.0824	421,558	153,728	\$ 0.0824	
PCAC, \$/kWh	\$ 0.0015	\$ -	\$ -	\$ -	0	0	\$ -	
Discounts: Primary Metering, %	-1.3%	-1.3%	-2.5%	-1.3%				
Trans. Own. ,\$/kW	\$ (0.15)	\$ (0.15)	\$ (0.23)	\$ (0.15)				

City of Evansville Water & Light  
Test Year 2023  
CP-2 & CP-3 Use Characteristics and Bill Impacts

**Table 4: Cp-3: Industrial Power Service >1,000 kW**

Customer ID	Primary Metered	Transf. Ownership	On-Peak kWh	Off-Peak kWh	% On-Peak	Load Factor, %	Billed kW	Dist. kW.	Current Annual Bill	Proposed Annual Bill	Proposed - Current \$ Diff.	% Diff.	ALLIANT Bill	ALLIANT - Proposed \$ Diff.	% Diff.	Proposed Lower Rate	\$ Diff.
# 1	P	-	4,819,200	4,814,400	50.02%	43.5%	30,328	30,601	985,088	1,041,444	\$56,356	5.72%	978,772	(\$62,672)	(6.02%)	1,078,204	\$36,760
									985,088	1,041,444							
									Current	Proposed			ALLIANT			Proposed	
									Tariff Rate	Cp-3	Cp-3		Cp-1			Cp-2	
									Customer Charge, \$/Month	\$ 200.00	\$ 200.00		\$ 189.50			\$ 150.00	
									Distrib. Demand Charge, \$/kW	\$ 1.50	\$ 1.75		\$ 2.20			\$ 1.75	
									Demand Charge, \$/kW	\$ 9.50	\$ 10.50		\$ 14.02			\$ 9.00	
									On-Peak Energy Charge, \$/kWh	\$ 0.0806	\$ 0.0856		\$ 0.0590			\$ 0.0930	
									Off-Peak Energy Charge, \$/kWh	\$ 0.0536	\$ 0.0556		\$ 0.0467			\$ 0.0655	
									PCAC, \$/kWh	\$ 0.0015	\$ -		\$ -			\$ -	
								Discounts:	Primary Metering, %	-1.3%	-1.3%		-2.5%			-1.3%	
									Trans. Own. ,\$/kW	\$ (0.15)	\$ (0.15)		\$ (0.23)			\$ (0.15)	

**Preliminary Bid Tabulation**  
**Evansville Water & Light**  
**Overhead to Underground Distribution Line Conversion 2022-2024**  
**Project E02-21C, Specification 4110**  
**Bids opened August 19th, 2022**

Bid submitted by:	Higher Power LLC	Hooper Corp	Intren	J&R Underground
Base bid	no bid	no bid	no bid	no bid
Alternate bid				
Bid bond received				

Bid submitted by:	Michels	MJ Electric	Pieperline	Pro Electric
Base bid	\$278,747.89	\$249,064.00	\$412,370.38	\$375,181.60
Task Order #1	\$250,432	\$211,325	\$361,112	\$332,754
Task Order #2	\$146,370	\$127,090	\$230,165	\$189,860
Total Cost	<b>\$396,802</b>	<b>\$338,415</b>	<b>\$591,277</b>	<b>\$522,614</b>
Bid bond received	Yes	Yes	Yes	Yes



Item	Qty	Labor	Extended Labor
Install 1UT15LFS	2	\$873.00	\$1,746
Install 1UT15RDS	8	\$873.00	\$6,984
Install 3JB154-1	2	\$2,226.00	\$4,452
Install 3JB154-2	3	\$2,095.00	\$6,285
Install 3JB154-3	2	\$1,964.00	\$3,928
Install 3R15FB10	2	\$1,571.00	\$3,142
Install 3UT15RDS	2	\$1,397.00	\$2,794
Install UK5	7	\$436.00	\$3,052
Install UK7	1	\$611.00	\$611
Install UM5	3	\$698.00	\$2,094
Install UM5A	13	\$524.00	\$6,812
Install UM6-1	86	\$175.00	\$15,050
Trench installation of cable	1000	\$11.64	\$11,640
Lay (1) 4/0 AWG Quadruplex in an open trench	10	\$2.20	\$22
Lay (1) 1/0 AWG AI 15kV cable in an open trench	100	\$1.45	\$145
Lay (3) 1/0 AWG AI 15kV cables in an open trench	25	\$3.00	\$75
Lay (1) 1-1/4" conduit in an open trench	70	\$350.00	\$24,500
Lay (1) 2" conduit in an open trench	10	\$6.00	\$60
Lay (3) 2" conduits in an open trench	90	\$17.42	\$1,568
Lay (1) 2.5" conduit in an open trench	500	\$9.32	\$4,660
Lay (1) 3" conduit in an open trench	90	\$13.19	\$1,187
Directional Bore (1) 2" conduit	950	\$18.44	\$17,518
Directional Bore (1) 2.5" conduit	450	\$21.80	\$9,810
Directional Bore (3) 2" conduit	1400	\$31.39	\$43,946
Directional Bore (1) 3" conduit	210	\$26.86	\$5,641
Pull (1) #4 AWG Triplex into (1) 1-1/4" conduit	70	\$2.50	\$175
Pull (1) 4/0 AWG Quadruplex into (1) 3" conduit	300	\$4.36	\$1,308
Pull (1) 350 MCM Triplex into (1) 2.5" conduit	925	\$3.49	\$3,228
Pull (1) 1/0 AWG AI 15kV cable into (1) 2" conduit	950	\$2.91	\$2,765
Pull (3) 1/0 AWG AI 15kV cables into (3) 2" conduits	1400	\$6.35	\$8,890
"H" misc hardware items, one time lump sum	LS	-	\$2,500
Saw cut concrete	100	\$3.75	\$375
Saw cut asphalt	100	\$3.75	\$375
Remove concrete or asphalt	100	\$8.00	\$800
Restoration – asphalt, 4" thick (materials included)	400	\$12.00	\$4,800
Restoration – concrete, 4" thick (materials included)	400	\$11.75	\$4,700
Restoration – 6" of black dirt, seed and straw (materials included)	400	\$3.25	\$1,300
Restoration – 6" of black dirt, seed and matting (materials included)	400	\$4.25	\$1,700
"Miscellaneous Contractor costs" not covered in the unit pricing.	LS	-	\$3,500
Removal of obsoleted materials, including relocation to Owner's storage yard.	LS	-	\$6,500
Removal of existing overhead facilities by Utility	LS	-	\$35,000
Contingencies	LS	-	\$41,900
Customer service-field modifications by Utility	LS	-	\$40,000
Certificate of Authority - WI Public Service Commission	LS	-	\$16,000
Easements	10	2500	\$25,000
Engineering	LS	-	\$46,800
Material total as of August 2020 (See material list for detail)	LS	-	\$134,500

**Estimated cost of Materials, Labor, and Services**

**\$560,000**

Item	Qty	Labor	Extended Labor
Install 1UT15RDS	1	\$873.00	\$873
Install 3JB154-2	1	\$2,095.00	\$2,095
Install 3R15FB10	1	\$1,571.00	\$1,571
Install UM5	1	\$698.00	\$698
Install UM6-1	17	\$175.00	\$2,975
Trench installation of cable	220	\$11.64	\$2,561
Lay (1) 1/0 AWG Al 15kV cable in an open trench	50	\$1.45	\$73
Lay (3) 2" conduits in an open trench	150	\$17.42	\$2,613
Lay (1) 2.5" conduit in an open trench	20	\$9.32	\$186
Directional Bore (3) 2" conduit	1550	\$31.39	\$48,655
Pull (1) 350 MCM Triplex into (1) 2.5" conduit	20	\$3.49	\$70
Pull (3) 1/0 AWG Al 15kV cables into (3) 2" conduits	1700	\$6.35	\$10,795
Removal of existing overhead facilities by Utility	LS	-	\$10,000
Contingencies	LS	-	\$15,100
Customer service-field modifications by Utility	LS	-	\$5,000
Easements	2	2500	\$5,000
Engineering	LS	-	\$23,200
Material total as of August 2020 (See material list for detail)	LS	-	\$33,800

**Estimated cost of Materials, Labor, and Services**

**\$166,000**

CITY OF EVANSVILLE  
ORDINANCE # 2022-11

**An Ordinance Rezoning Territory from Special Use Business District (B-5)  
to Central Business District (B-2)**  
(On Parcel 6-27-344)

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, that the zoning classification of parcels be changed from Special Use Business District (B-5) to Central Business District (B-2). The areas to be rezoned are indicated on the map 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 Central Business District Two (B-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. Effective Date.** This Ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this --<sup>th</sup> day of September, 2022.

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

ATTEST:

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

Introduced: 08/09/2022  
Notices published: 08/--/2022, 08/--/2022  
Public hearing held: 08/--/2022  
Adopted: 09/--/2022  
Published: (within 10 days of adoption)

*Sponsor: This is ordinance was initiated by a landowner application for a zoning map amendment.*

*Drafted on August 5, 2022 by Jason Sergeant, City Administrator*

**ORDINANCE NO. 2022-10  
CITY OF EVANSVILLE**

**AN ORDINANCE CREATING SECTION 126-191  
OF THE MUNICIPAL CODE FOR THE CITY OF EVANSVILLE**

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

Section 126-191 of the Evansville Municipal Code is hereby created as follows:

**Section 126-191**

**LEAD AND GALVANIZED WATER SERVICE LINE REPLACEMENT**

**Sec. 126-191.**

**(a) Intent & Purpose**

The Common Council of the City of Evansville finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead and galvanized pipe water service lines in use in the City and, to that end, declares the purposes of this section to be as follows:

- (1) To ensure that the water quality at every tap of utility customers meets the water quality standards specified under the federal law.
- (2) To reduce the lead in City drinking water to meet the Environmental Protection Agency (EPA) standards and ideally to a lead contaminant level of zero in City drinking water for the health of City residents.
- (3) To eliminate the constriction of water flow caused by mineral rich groundwater flowing through lead and galvanized water service pipes and the consequent buildup of mineral deposits inside lead and galvanized pipes.
- (4) To meet the Wisconsin Department of Natural Resource (WDNR) requirements for local compliance with the Lead and Copper Rule (see 56 CFR 6460, 40 CFR parts 141.80 – 141.90 and Wis. Admin. Code §§ NR 809.541 – 809.55).

**(b) Water System Reconstruction**

**(1) Inspection Required**

The Municipal Service Director or their designee shall provide for the inspection of all private connections to public water mains scheduled for replacement as part of any public construction project. Property owners shall be given the option to allow the City's designated inspector to conduct the inspection at no cost to

the owner, or to pay to have the owner's own licensed plumber conduct the inspection and provide a certification to the City stating whether the service lateral does or does not contain lead or galvanized pipe.

- (a) If the private water lateral does not contain lead or galvanized pipe, the City shall reconnect to the water system.
- (b) If the private water lateral is found to contain lead or galvanized pipe, the Municipal Service Director or their designee shall notify the owner in writing of that fact, and of the owner's options for replacing the water lateral pursuant to this Section.
- (c) Any existing water service lateral found to contain lead or galvanized pipe and not replaced pursuant to this Section shall be deemed an unlawful water service lateral.

(2) Owner to Replace Lead and Galvanized Service

The owner shall replace any lead or galvanized water service lateral with suitable material from the water curb stop valve to the City water meter serving the building. The owner may elect to:

- (a) Contract with a licensed plumber to replace the lead or galvanized water service lateral and provide written certification to the City that the lead or galvanized water service lateral has been replaced. The certification shall include the route, depth, and materials of the new water service lateral. The lead or galvanized service lateral shall be replaced, and certification shall be given within such time as may be established by the Municipal Service Director.
- (b) If available, request that the City arrange for its contractor to replace the lead or galvanized water service lateral. If the owner elects to have the City's contractor replace the lateral, the City will direct the contractor to do the work. The owner will be required to execute an agreement with the City. The agreement must include the owner's request and authorization to do the work, including authorizing entry onto the owner's property for the purpose of doing the work. The agreement shall contain such additional terms as the Municipal Service Director deems necessary or appropriate.

(c) Authority to Discontinue Service

As a non-exclusive alternative to other methods allowed for obtaining compliance with the requirements of this Code regarding replacement of lead or galvanized illegal private water laterals, the City may, no sooner than 30 days after providing written notice to the Owner, discontinue water service to any property served by a lead or galvanized private water lateral.

(d) Financial Assistance

The City, at its sole discretion, may provide financial assistance to the owner of the property to which water utility service is provided for the purpose of assisting the owner in replacing customer-side water service lines containing lead or galvanized pipe. The financial assistance will be considered only if all the following conditions are met:

- (1) The property owner agrees to have the replacement work done by a City approved plumbing contractor in compliance with the ordinance.
- (2) The Municipal Service Director or their designee approves the quote before construction commences.
- (3) The property owner's customer-side water service is attached to a city-side service line that is not lead or galvanized pipe, or a city-side lead or galvanized pipe that is scheduled for replacement by the City and for which the property owner has been notified.
- (4) Upon completion of the customer-side service replacement, the property owner provides the City with a copy of the invoice from the plumbing contractor. Once there is proof of completion satisfactory to the property owner and City, City shall directly pay the plumbing contractor the amount of money approved by City for the replacement and provide documentation of payment to the property owner.
- (5) The amount of financial assistance will be the same for each owner in a customer class, be it a fixed amount or a percentage of the replacement cost.
- (6) The financial assistance program has been approved by the Public Service Commission of Wisconsin.

This Ordinance was adopted by the Common Council of the City of Evansville at a regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2022.

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Dianne Duggan, Mayor

ATTEST:

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Leah Hurlley, Deputy City Clerk

Introduced: 08/09/2022  
Second Reading: 9/13/2022  
Adopted: 09/13/2022  
Published: 08/17/2022