

**CITY OF PLYMOUTH, WISCONSIN
TUESDAY, MARCH 14, 2023 COMMON COUNCIL MEETING
7:00 PM COUNCIL CHAMBERS, ROOM 302
128 SMITH ST. PLYMOUTH, WI 53073**

AGENDA

- 1. Call to order and roll call**
- 2. Pledge of Allegiance.**
- 3. Approval of the Consent Agenda (Alderspersons may request removal of item(s), or part thereof without debate or vote):**
 - A. Approve minutes of the meetings held Tuesday, February 28, 2023**
 - B. Approve City and Utility Reports:**
 - I. List of City & Utility Vouchers dated 2/1/23-2/28/23**
 - C. Minutes acknowledged for filing – Finance and Personal: March 28 –Police & Fire Commission: February 20**
 - D. Building Report for February 2023 – 17 permits at \$215,864.00**
 - E. Approve Parade Request & Street Use Permit from VFW Post for the annual Memorial Day Parade on Monday, May 29th from 8 AM to 1 PM**
 - F. Approve Temporary Change of Premise for 52 Stafford to include the parking lot owned by the American Legion on March 17, 2023 expiring March 20, 2023**
 - G. Approve Parade Request & Street Use Permit from 52 Stafford for the annual St. Patrick’s Day Parade on Friday, March 17th from 10:30AM to 11:30 AM**
 - H. Approve change of agent for “Class A Combo” Alcohol License for Ultimate Mart, LLC / Pick ‘n Save to Andrew Grainger – Approved by Clerk’s Office and Police Department**
 - I. Full Time Records Clerk Description and Salary Range**
- 4. Audience Comments: Citizens comments must be recognized by the mayor or presiding officer and are limited to three minutes per person from those signed in on the registration sheet located at the back of the Council Chambers prior to the start of the meeting.**
- 5. Items removed from Consent Agenda:**
- 6. Ordinances**
 - A. No. 4 - An Ordinance Amending Schedule A of Section 10-1-25 of the Municipal Code of the City of Plymouth, Wisconsin, Regarding Yield Intersections – City Administrator/Utilities Manager, Tim Blakeslee**

7. **New Business:**
 - A. **Second Amendment to Development Agreement with Hillcrest Plymouth, LLC and associated Escrow Agreement with Hillcrest Plymouth, LLC and National Exchange Bank and Trust - City Administrator/Utilities Manager, Tim Blakeslee**
 - B. **Licensing Agreement for Communications Attachments To Utility Poles with TDS Metrocom, LLC – City Administrator/Utilities Manager, Tim Blakeslee**
 - C. **Purchase of Truck Equipment from Monroe Truck Equipment in the amount of \$135,120– Director of Public Works, Cathy Austin**

8. **Entertain a motion to go into closed session for the following:**

Pursuant to Wis. Stat. 19.85 (1)(c) considering employments, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding the Police Chief

AND

Pursuant to Wis. Stat. 19.85 (1) (e) deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – Sale of 59271821073

9. **Entertain a motion to go into open session**

10. **Discussion and possible action on closed session item**
 - A. **Resolution No. 5 2023 Salary Resolution Amendment**

11. **Adjourn to 7:00 PM on Tuesday, March 28, 2023**

It is likely a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the City of Plymouth ADA Coordinator Leah Federwisch, located in the Plymouth Utilities office at 900 County Road PP, Plymouth, WI or call 920-893-3853.

**CITY OF PLYMOUTH, WISCONSIN
TUESDAY, FEBRUARY 28, 2023 COMMON COUNCIL MEETING
128 SMITH ST. PLYMOUTH, WI 53073**

UNOFFICIAL MEETING MINUTES

1. **Call to order and roll call:** Mayor Donald Pohlman called the meeting to order at 7:00 PM. On call of the roll, the following Alderpersons were present: Charles Hansen, Diane Gilson, Bob Schilsky, Amy Odekirk, Mike Penkwitz, Angie Matzdorf and John Nelson. Also present were: City Administrator/Utilities Manager Tim Blakeslee, City Attorney Crystal Fieber, Director of Public Works Cathy Austin, Library Director Leslie Jochman, Human Resources Specialist Leah Federwisch, Interim Police Chief Matt Starker, and Clerk/Deputy Treasurer Anna Voigt.
2. **Pledge of Allegiance.**
3. **Approval of the Consent Agenda (Alderpersons may request removal of item(s), or part thereof without debate or vote):** Motion was made by Nelson/Matzdorf to approve the consent agenda. Upon the call of the roll, all voted aye. Motion carried. Alderperson Nelson talked about the 2nd year of Maple Festival. The family friendly event will be held April 1 and show how maple syrup is made.
 - A. **Approve minutes of the meetings held Tuesday, February 14, 2023**
 - B. **Approve City and Utility Reports:**
 - I. **Electric, Water and Sewer Sales Report – January 2023**
 - II. **Utility Related Write Offs for February - \$1,662.54**
 - C. **Minutes acknowledged for filing – Finance and Personal: February 14 – Plymouth Television: January – Park Committee: February 13**
 - D. **Approve Cigarette and Tobacco License for Green House Partner LLC at 105 E. Mill St.**
 - E. **Approve Application for Event: Plymouth Maple Festival – to be held April 1, 2023 from 10 AM – 2 PM. Request Park Shelter Fee be waived.**
 - F. **Utility Account Specialist-Project Lead Job Description and Salary Range**
4. **Audience Comments:** Citizens comments must be recognized by the mayor or presiding officer and are limited to three minutes per person from those signed in on the registration sheet located at the back of the Council Chambers prior to the start of the meeting: Joy Hirth, the owner of a downtown pet grooming business, spoke about a parking spot outside her business. Staff reached out to her from the last meeting and she wanted to discuss the parking spot further. Mayor Pohlman explained that public comment is a time for the Council to listen and they can't discuss. He told her the City Administrator would reach back out to her.
5. **Items removed from Consent Agenda:** None

6. **New Business:**

- A. **Library Presentation** – Library Director, Leslie Jochman gave a presentation about the library. She explained all the resources the library has to offer. There has been an increase in new library cards over the past year.
- B. **Adoption of State of Wisconsin Municipal Records Retention Policy and updating legal record custodians:** City Administrator/Utilities Manager, Tim Blakeslee explained that municipalities are required to notify the Wisconsin Historical Society. In an effort to streamline records review process the state has compiled the Wisconsin Municipal Records Schedule. Municipalities who adopt the schedule may destroy pre-waived records without providing written notification to the Wisconsin Historical Society after the designated retention timeline for a specific type of record has passed. This will allow City Staff to more efficiently organize and dispose of records moving forward. Motion was made by Penkwitz/Odekirk to approve Ordinance No. 2 or 2023 Adopting the Wisconsin Municipal Records Schedule and updating the legal custodians. Upon the call of the roll, all voted aye. Motion carried.
- C. **Purchase of F-150 Truck for Water Utility, F-150 Truck for Electric Utility, and F-350 Truck Electric Utility.** – City Administrator/Utilities Manager, Tim Blakeslee explained that in late 2021 the Water Utility and Electric Utility each ordered an F-150 truck to replace two end-of-life 2012 Ford Transits currently in use by each department. Staff was notified last week that Ford has cancelled the municipal order and does not plan to honor the orders in the future as a result of the lack of supply. If the municipal order program becomes available in 2023 placing a new municipal order in 2023 would at minimum result in trucks received in 2024 or possibly 2025. There is no guarantee they would honor to order. The remaining option is to receive vehicles in a timely manner is to purchase trucks from a dealer. Motion was made by Pohlman/Penkwitz to recommend Common Council to approve the purchase of F-150 truck for Water Utility, F-150 truck for Electric Utility, and F-350 truck for Electric Utility. Upon the call of the roll, all voted aye. Motion carried.

7. **Resolution**

- A. **Resolution No. 4 – Supporting the use of ARPA fund for Fiber Optic Expansion and Upgrade of Railroad Crossings -** City Administrator/Utilities Manager, Tim Blakeslee explained the City of Plymouth received \$913,861 of American Rescue Plan Act funds. Funds need to obligated before the end of 2024 and spent no later than 2026. Prior approved projects funded with ARPA include SCBA tanks for the Fire Department and Library Covid air purification and laptops. A 2023 staff goal was to develop an ARPA project plan. Staff has developed 2 priority projects. The first project is fiber optic expansion to Well 11, Well 12 and the Sunset Lift Station. The second project is the upgrade of railroad crossings at Highland Avenue and Pleasant View Rd. Motion was made to approve Resolution No. 4 supporting the use of ARPA funds for Fiber Optic

Expansion and Upgrade of Railroad Crossings. Upon the call of the roll, all voted aye. Motion carried.

8. **Entertain a motion to go into closed session for the following:** Motion was made by Nelson/Odekirk to go into closed session. Upon the call of the roll, all voted aye. Motion carried.

Pursuant to Wis. Stat. 19.85 (1)(c) considering employments, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding the Police Chief

AND

Pursuant to Wis. Stat. 19.85 (1) (g) conferring with legal counsel for the government body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding a claim from Tyrone Arneson

AND

Pursuant to Wis. Stat. 19.85 (1) (e) deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – purchase of 133 E Mill Street.

9. **Entertain a motion to go into open session:** Motion was made by Gilson/Odekirk to go into open session. Upon the call of the roll, all voted aye. Motion carried.
10. **Discussion and possible action on closed session item:** Motion was made by Hansen/Odekirk to approve the claim from Tyrone Arneson in the amount of \$1,939.33. Upon the call of the roll, all voted aye. Motion carried.
11. **Adjourn to 7:00 PM on Tuesday, March 14, 2023:** Motion was made by Nelson/Gilson to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

CITY OF PLYMOUTH

Payment Approval Report - Council Voucher Report City & Utility
Report dates: 2/1/2023-2/28/2023Page: 1
Mar 06, 2023 12:54PM

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.GL account = "0100100001000"- "2200567002200", "2400111000000"- "8000232000000"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10245							
10245	BATTERIES PLUS LLC	P58919500	LIFT STATION	01/12/2023	115.00	115.00	02/10/2023
Total 10245:					115.00	115.00	
10305							
10305	BOARDMAN & CLARK LLP	263950	TDS POLE ATTACHMENT	02/20/2023	995.00	995.00	03/02/2023
Total 10305:					995.00	995.00	
10325							
10325	BORDER STATES ELECTRIC SU	925775258	150KVA 3P 7.2-480Y/277 TP LB F	02/10/2023	29,890.08	29,890.08	02/24/2023
10325	BORDER STATES ELECTRIC SU	925831815	BUSS, JNCT 4 WAY 200A LOAD	02/21/2023	7,531.50	7,531.50	03/02/2023
10325	BORDER STATES ELECTRIC SU	925831815	SHIPPING	02/21/2023	170.21	170.21	03/02/2023
Total 10325:					37,591.79	37,591.79	
10423							
10423	C&M HYDRAULIC TOOL SUPPL	0176504-IN	TOOL REPAIR	02/10/2023	949.21	949.21	02/16/2023
Total 10423:					949.21	949.21	
10615							
10615	LAKESIDE INTERNATIONAL TR	4048054	SLUDGE TRUCK ANNUAL MAIN	01/30/2023	1,010.62	1,010.62	02/10/2023
10615	LAKESIDE INTERNATIONAL TR	4085805P	FLEET VEHICLE MAINTENANCE	02/13/2023	241.14	241.14	02/16/2023
Total 10615:					1,251.76	1,251.76	
10874							
10874	E&B SCALE SERVICES INC	7543	SCALE BALANCING	02/16/2023	251.90	251.90	02/24/2023
Total 10874:					251.90	251.90	
10875							
10875	KEMIRA WATER SOLUTIONS IN	9017782270	CHEMICALS - WWTP	02/13/2023	10,441.06	10,441.06	02/24/2023
Total 10875:					10,441.06	10,441.06	
10945							
10945	ENERGENECS INC	0045355-IN	TOUCHSCREEN MAINT.	02/09/2023	355.00	355.00	02/16/2023
10945	ENERGENECS INC	0045369-IN	EQUIPMENT MAINTENANCE-W	02/09/2023	557.50	557.50	02/16/2023
Total 10945:					912.50	912.50	
11025							
11025	FASSE DECORATING CENTER	1-160142	GARAGE LARGE EQUIPMENT R	02/14/2023	110.38	110.38	02/16/2023
Total 11025:					110.38	110.38	
11040							
11040	FELDMANN SALES & SERVICE I	26582	CHAINSAW CASE	02/02/2023	48.99	48.99	02/10/2023
11040	FELDMANN SALES & SERVICE I	26670	PARKS EQUIPMENT REPAIR &	02/08/2023	267.75	267.75	02/16/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
11040	FELDMANN SALES & SERVICE I	26800	EQUIPMENT & REPAIR - PARKS	02/17/2023	15.87	15.87	02/24/2023
Total 11040:					332.61	332.61	
11155							
11155	GRITTS AUTO SERVICE	39246	FLEET VEHICLE SERVICE	01/31/2023	16.89	16.89	02/16/2023
11155	GRITTS AUTO SERVICE	39294	FLEET VEHICLE SERVICE	02/14/2023	565.08	565.08	02/16/2023
11155	GRITTS AUTO SERVICE	39386	FLEET VEHICLE MAINTENANCE	02/23/2023	510.15	510.15	03/02/2023
11155	GRITTS AUTO SERVICE	39410	FLEET VEHICLE MAINTENANCE	02/28/2023	52.63	52.63	03/02/2023
Total 11155:					1,144.75	1,144.75	
11180							
11180	H & H UTILITY EXCAVATING INC	4001332-01	EXCAVATING-ELECTRIC DEPT	01/17/2023	8,409.21	8,409.21	02/10/2023
11180	H & H UTILITY EXCAVATING INC	4001332-02	EXCAVATING-ELECTRIC DEPT	01/24/2023	4,246.62	4,246.62	02/10/2023
Total 11180:					12,655.83	12,655.83	
11205							
11205	HAUCKE PLUMBING & HEATING	2202393	CITY HALL BUILDING MAINTEN	11/14/2022	175.00	175.00	03/02/2023
11205	HAUCKE PLUMBING & HEATING	2202394	VALVE TESTING	11/14/2022	175.00	175.00	03/02/2023
11205	HAUCKE PLUMBING & HEATING	2300132	WSL RLF	01/17/2023	7,000.00	7,000.00	02/16/2023
11205	HAUCKE PLUMBING & HEATING	2300153	CITY HALL BUILDING MAINTEN	01/23/2023	440.04	440.04	02/10/2023
Total 11205:					7,790.04	7,790.04	
11560							
11560	KW ELECTRIC INC	230308	EQUIPMENT MAINT-WWTP	02/14/2023	4,050.65	4,050.65	02/24/2023
Total 11560:					4,050.65	4,050.65	
11615							
11615	LENGLING PROPERTY MANAG	10331	PAYMENT REMITTANCE	02/02/2023	98.50	98.50	02/16/2023
Total 11615:					98.50	98.50	
11687							
11687	MARTELLE WATER TREATMEN	24676	WATER TREATMENT	02/06/2023	3,835.51	3,835.51	02/16/2023
11687	MARTELLE WATER TREATMEN	24681	WATER TREATMENT	02/10/2023	26.20	26.20	02/24/2023
Total 11687:					3,861.71	3,861.71	
11740							
11740	MEUW	021023-77	SAFETY PROGRAM	02/10/2023	13,400.00	13,400.00	02/16/2023
Total 11740:					13,400.00	13,400.00	
11815							
11815	MIKE BURKART FORD INC	315396	VEHICLE MAINTENANCE - POLI	01/25/2023	2,069.38	2,069.38	02/10/2023
11815	MIKE BURKART FORD INC	318013	VEHICLE MAINTENANCE - POLI	01/17/2023	50.45	50.45	02/10/2023
11815	MIKE BURKART FORD INC	318047	VEHICLE MAINTENANCE - POLI	01/18/2023	50.45	50.45	02/10/2023
Total 11815:					2,170.28	2,170.28	
11835							
11835	MILLER & BOELDT INC	STMT021423	TOOLS	02/09/2023	3.16	3.16	02/16/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 11835:					3.16	3.16	
11875							
11875	SECURIAN FINANCIAL GROUP I	March 2023 St	EE CONTRIBUTION-UTILITIES	02/08/2023	365.61	365.61	02/10/2023
11875	SECURIAN FINANCIAL GROUP I	March 2023 St	BASIC PREMIUM-UTILITIES	02/08/2023	307.42	307.42	02/10/2023
11875	SECURIAN FINANCIAL GROUP I	March 2023 St	ER CONTRIBUTION-UTILITIES	02/08/2023	61.48	61.48	02/10/2023
11875	SECURIAN FINANCIAL GROUP I	March 2023 St	EE CONTRIBUTION-CITY	02/08/2023	494.53	494.53	02/10/2023
11875	SECURIAN FINANCIAL GROUP I	March 2023 St	BASIC PREMIUM-CITY	02/08/2023	315.03	315.03	02/10/2023
11875	SECURIAN FINANCIAL GROUP I	March 2023 St	ER CONTRIBUTION-CITY	02/08/2023	63.01	63.01	02/10/2023
Total 11875:					1,607.08	1,607.08	
11960							
11960	MUNICIPAL ENVIRONMENTAL G	STMT020723	MEMBERSHIP	01/31/2023	841.00	841.00	02/10/2023
Total 11960:					841.00	841.00	
12195							
12195	PLYMOUTH CHAMBER OF COM	STMT021523	ROOM TAX TO CHAMBER	02/15/2023	21,250.00	21,250.00	02/24/2023
Total 12195:					21,250.00	21,250.00	
12255							
12255	PLYMOUTH UTILITIES	STMT020223	PUBLIC BENEFITS	02/02/2023	723.43	723.43	02/02/2023
12255	PLYMOUTH UTILITIES	STMT020923	PUBLIC BENEFITS	02/09/2023	2,210.16	2,210.16	02/10/2023
12255	PLYMOUTH UTILITIES	STMT021623	PUBLIC BENEFITS	02/16/2023	3,007.25	3,007.25	02/16/2023
12255	PLYMOUTH UTILITIES	STMT022423	PUBLIC BENEFITS	02/24/2023	1,672.26	1,672.26	02/24/2023
Total 12255:					7,613.10	7,613.10	
12285							
12285	PROFESSIONAL DOOR SYSTE	114801	OPERATING SUPPLIES POLICE	01/30/2023	287.20	287.20	02/16/2023
Total 12285:					287.20	287.20	
12335							
12335	QUALITY STATE OIL CO	6850170	GAS INVENTORY DIESEL	02/15/2023	4,116.00	4,116.00	02/24/2023
12335	QUALITY STATE OIL CO	6850180	GAS INVENTORY	02/15/2023	1,658.00	1,658.00	02/24/2023
12335	QUALITY STATE OIL CO	754426	GARAGE GAS & OIL	02/16/2023	2,249.62	2,249.62	02/24/2023
Total 12335:					8,023.62	8,023.62	
12380							
12380	REGISTRATION FEE TRUST	STMT020723	LICENSE PLATE FEE	02/07/2023	5.00	5.00	02/10/2023
Total 12380:					5.00	5.00	
12400							
12400	RESCO INC	884459-01	AMPACT CONNECTOR	02/10/2023	892.67	892.67	02/24/2023
12400	RESCO INC	884459-01	AMPACT CONNECTOR	02/10/2023	1,785.33	1,785.33	02/24/2023
12400	RESCO INC	884459-01	DISCOUNT	02/10/2023	1.34-	1.34-	02/24/2023
12400	RESCO INC	884459-02	ANGLE PIN	02/14/2023	2,025.84	2,025.84	02/24/2023
12400	RESCO INC	884459-02	DISCOUNT	02/14/2023	1.01-	1.01-	02/24/2023
12400	RESCO INC	884480-00	RED WARNING FLAGS	01/27/2023	800.00	800.00	02/10/2023
12400	RESCO INC	884480-00	SHIPPING	01/27/2023	135.50	135.50	02/10/2023
12400	RESCO INC	884480-00	DISCOUNT	01/27/2023	.47-	.47-	02/10/2023
12400	RESCO INC	885029-00	FIBER OPTIC LOCATING POSTS	02/23/2023	604.80	604.80	03/02/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
12400	RESCO INC	885029-00	FREIGHT	02/23/2023	72.11	72.11	03/02/2023
12400	RESCO INC	885029-00	DISCOUNT	02/23/2023	.34-	.34-	03/02/2023
12400	RESCO INC	886909-00	1/0 STRAND ELBOW CONNECT	02/14/2023	83.20	83.20	02/24/2023
12400	RESCO INC	886909-00	DISCOUNT	02/14/2023	.04-	.04-	02/24/2023
12400	RESCO INC	886909-00	SHIPPING	02/14/2023	14.87	14.87	02/24/2023
12400	RESCO INC	887502-00	BUSS, JNCT 4 WAY 200A LOAD	02/21/2023	4,065.54	4,065.54	02/24/2023
12400	RESCO INC	887502-00	TERMINATOR, ELBOW 500 MC	02/21/2023	2,729.40	2,729.40	02/24/2023
12400	RESCO INC	887502-00	BUSHING EXTENDER, 600 AMP	02/21/2023	518.92	518.92	02/24/2023
12400	RESCO INC	887502-00	DISCOUNT	02/21/2023	3.66-	3.66-	02/24/2023
Total 12400:					13,721.32	13,721.32	
12696							
12696	STOP PROCESSING CENTER	20068	AUTOPAY SERVICE	02/01/2023	34.68	34.68	02/10/2023
Total 12696:					34.68	34.68	
12705							
12705	WI STATE LABORATORY OF HY	727405	WATER TESTING	10/31/2022	35.00	35.00	02/16/2023
Total 12705:					35.00	35.00	
12750							
12750	SUPERIOR CHEMICAL CORP	355144	GARAGE LARGE EQUIPMENT R	02/02/2023	101.93	101.93	02/16/2023
12750	SUPERIOR CHEMICAL CORP	355145	GARAGE BUILDING MAINTENA	02/02/2023	148.54	148.54	02/16/2023
12750	SUPERIOR CHEMICAL CORP	355145	STREET REPAIR CHEMICALS	02/02/2023	399.49	399.49	02/16/2023
12750	SUPERIOR CHEMICAL CORP	356157	CITY HALL JANITORIAL	02/16/2023	123.87	123.87	03/02/2023
12750	SUPERIOR CHEMICAL CORP	356158	BUILDINGS AND GROUNDS	02/16/2023	304.74	304.74	02/24/2023
Total 12750:					1,078.57	1,078.57	
12882							
12882	SPECTRUM	007015702012	INTERNET	02/01/2023	129.98	129.98	02/16/2023
12882	SPECTRUM	STMT031423C	POLICE CABLE TV	02/15/2023	34.36	34.36	02/24/2023
12882	SPECTRUM	STMT031423Y	UTILITIES - YOUTH CENTER	02/15/2023	11.45	11.45	02/24/2023
Total 12882:					175.79	175.79	
12965							
12965	US CELLULAR	0561427785	CELL PHONE SERVICE -EMPLO	02/08/2023	2,112.13	2,112.13	02/16/2023
12965	US CELLULAR	0561427785	CELL PHONE SERVICE - DPW	02/08/2023	42.50	42.50	02/16/2023
12965	US CELLULAR	0561427785	CELL PHONE SERVICE - PARKS	02/08/2023	43.00	43.00	02/16/2023
12965	US CELLULAR	0561427785	CELL PHONE SERVICE - POOL	02/08/2023	39.50	39.50	02/16/2023
12965	US CELLULAR	0561427785	CELL PHONES - POLICE	02/08/2023	309.62	309.62	02/16/2023
12965	US CELLULAR	0561427785	CELL PHONE SERVICE (FIRE)	02/08/2023	294.00	294.00	02/16/2023
12965	US CELLULAR	0561427785	CELL PHONE SERVICE (UTILITI	02/08/2023	847.95	847.95	02/16/2023
12965	US CELLULAR	0561665805	BACKUP INTERNET	02/10/2023	346.12	346.12	02/24/2023
12965	US CELLULAR	0561665805	CELL MODEM - POLICE	02/10/2023	237.12	237.12	02/24/2023
12965	US CELLULAR	0561665805	CELL MODEM - WATER	02/10/2023	44.61	44.61	02/24/2023
12965	US CELLULAR	0561665805	CELL MODEM - ELECTRIC	02/10/2023	39.52	39.52	02/24/2023
Total 12965:					4,356.07	4,356.07	
12990							
12990	UTILITY SALES & SERVICE INC	0075300-in	FLEET VEHICLE MAINTENANCE	02/27/2023	3,571.74	3,571.74	03/02/2023
Total 12990:					3,571.74	3,571.74	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
13030							
13030	BAKER TILLY US LLP	BT2294932	SPLIT DISTRIBUTION	01/28/2023	2,003.50	2,003.50	02/10/2023
13030	BAKER TILLY US LLP	BT2294932	SPLIT DISTRIBUTION	01/28/2023	195.75	195.75	02/10/2023
13030	BAKER TILLY US LLP	BT2294932	SPLIT DISTRIBUTION	01/28/2023	5,923.75	5,923.75	02/10/2023
13030	BAKER TILLY US LLP	BT2301262	AUDIT- UTILITY	01/31/2023	1,500.58	1,500.58	02/10/2023
13030	BAKER TILLY US LLP	BT2301262	AUDIT- UTILITY	01/31/2023	2,087.78	2,087.78	02/10/2023
13030	BAKER TILLY US LLP	BT2301262	AUDIT- UTILITY	01/31/2023	2,935.94	2,935.94	02/10/2023
Total 13030:					14,647.30	14,647.30	
13170							
13170	WISCONSIN NEWSPRESS	021523STMT	NEWSPAPER - LIBRARY	02/15/2023	40.00	40.00	02/24/2023
13170	WISCONSIN NEWSPRESS	298 126682	WISCONSIN NEWSPRESS - GF-	01/31/2023	205.04	205.04	02/10/2023
13170	WISCONSIN NEWSPRESS	STMT020723	CLASSIFIED ADVERTISING	01/31/2023	67.50	67.50	02/10/2023
Total 13170:					312.54	312.54	
13221							
13221	WEX BANK	87227253	FLEET FUELING	02/15/2023	2,363.49	2,363.49	02/24/2023
13221	WEX BANK	87227253	FLEET FUELING	02/15/2023	792.01	792.01	02/24/2023
13221	WEX BANK	87227253	FLEET FUELING	02/15/2023	105.51	105.51	02/24/2023
Total 13221:					3,261.01	3,261.01	
30006							
30006	AFLAC	514754	AFLAC-CITY	02/08/2023	637.80	637.80	02/10/2023
30006	AFLAC	514754	AFLAC-UTILITIES	02/08/2023	45.36	45.36	02/10/2023
30006	AFLAC	878659	AFLAC-CITY	02/28/2023	713.16	713.16	03/02/2023
30006	AFLAC	878659	AFLAC-UTILITIES	02/28/2023	45.36	45.36	03/02/2023
Total 30006:					1,441.68	1,441.68	
30019							
30019	ARING EQUIPMENT COMPANY I	636005	GARAGE LARGE EQUIPMENT &	02/23/2023	1,592.69	1,592.69	03/02/2023
Total 30019:					1,592.69	1,592.69	
30022							
30022	ASSOCIATED APPRAISAL CON	167172	ASSOCIATED APPRAISAL CON	03/01/2023	2,277.65	2,277.65	03/02/2023
Total 30022:					2,277.65	2,277.65	
30023							
30023	ATIS ELEVATOR INSPECTIONS	IN269784	CITY HALL BUILDING MAIN	01/30/2023	125.00	125.00	02/10/2023
30023	ATIS ELEVATOR INSPECTIONS	IN269785	ELEVATOR - LIBRARY	01/30/2023	125.00	125.00	02/10/2023
30023	ATIS ELEVATOR INSPECTIONS	IN271790	ELEVATOR - LIBRARY	01/31/2023	125.00	125.00	02/16/2023
Total 30023:					375.00	375.00	
30028							
30028	BAKER & TAYLOR	0003276461	BOOKS - LIBRARY	01/26/2023	24.65-	24.65-	02/10/2023
30028	BAKER & TAYLOR	2037235847	BOOKS - LIBRARY	12/30/2022	101.28	101.28	02/24/2023
30028	BAKER & TAYLOR	2037235847	SHIPPING - LIBRARY	12/30/2022	1.01	1.01	02/24/2023
30028	BAKER & TAYLOR	2037269172	BOOKS - LIBRARY	01/18/2023	123.43	123.43	02/02/2023
30028	BAKER & TAYLOR	2037269172	SHIPPING - LIBRARY	01/18/2023	1.23	1.23	02/02/2023
30028	BAKER & TAYLOR	2037269243	BOOKS - LIBRARY	01/18/2023	258.51	258.51	02/02/2023
30028	BAKER & TAYLOR	2037269243	SHIPPING - LIBRARY	01/18/2023	2.59	2.59	02/02/2023
30028	BAKER & TAYLOR	2037269735	BOOKS - LIBRARY	01/18/2023	1,248.32	1,248.32	02/02/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
30028	BAKER & TAYLOR	2037269735	SHIPPING - LIBRARY	01/18/2023	12.48	12.48	02/02/2023
30028	BAKER & TAYLOR	2037269772	AV - LIBRARY	01/20/2023	82.36	82.36	02/02/2023
30028	BAKER & TAYLOR	2037269772	SHIPPING - LIBRARY	01/20/2023	.70	.70	02/02/2023
30028	BAKER & TAYLOR	2037269778	BOOKS - LIBRARY	01/18/2023	585.76	585.76	02/02/2023
30028	BAKER & TAYLOR	2037269778	SHIPPING - LIBRARY	01/18/2023	5.86	5.86	02/02/2023
30028	BAKER & TAYLOR	2037271391	BOOKS - LIBRARY	01/18/2023	814.78	814.78	02/02/2023
30028	BAKER & TAYLOR	2037271391	SHIPPING - LIBRARY	01/18/2023	8.15	8.15	02/02/2023
30028	BAKER & TAYLOR	2037271545	BOOKS - LIBRARY	01/18/2023	151.64	151.64	02/02/2023
30028	BAKER & TAYLOR	2037271545	SHIPPING - LIBRARY	01/18/2023	1.52	1.52	02/02/2023
30028	BAKER & TAYLOR	2037281062	BOOKS - LIBRARY	01/24/2023	324.95	324.95	02/10/2023
30028	BAKER & TAYLOR	2037281062	SHIPPING - LIBRARY	01/24/2023	3.25	3.25	02/10/2023
30028	BAKER & TAYLOR	2037281906	BOOKS - LIBRARY	01/25/2023	311.18	311.18	02/10/2023
30028	BAKER & TAYLOR	2037281906	SHIPPING - LIBRARY	01/25/2023	3.11	3.11	02/10/2023
30028	BAKER & TAYLOR	2037282470	BOOKS - LIBRARY	01/25/2023	365.18	365.18	02/10/2023
30028	BAKER & TAYLOR	2037282470	SHIPPING - LIBRARY	01/25/2023	3.65	3.65	02/10/2023
30028	BAKER & TAYLOR	2037287592	BOOKS - LIBRARY	01/26/2023	483.87	483.87	02/10/2023
30028	BAKER & TAYLOR	2037287592	SHIPPING - LIBRARY	01/26/2023	4.84	4.84	02/10/2023
30028	BAKER & TAYLOR	2037295501	BOOKS - LIBRARY	01/30/2023	313.96	313.96	02/10/2023
30028	BAKER & TAYLOR	2037295501	SHIPPING - LIBRARY	01/30/2023	3.14	3.14	02/10/2023
30028	BAKER & TAYLOR	2037295685	BOOKS - LIBRARY	01/30/2023	292.44	292.44	02/10/2023
30028	BAKER & TAYLOR	2037295685	SHIPPING - LIBRARY	01/30/2023	2.92	2.92	02/10/2023
30028	BAKER & TAYLOR	2037303555	AV - LIBRARY	02/07/2023	135.43	135.43	02/24/2023
30028	BAKER & TAYLOR	2037303555	SHIPPING - LIBRARY	02/07/2023	1.15	1.15	02/24/2023
30028	BAKER & TAYLOR	2037303588	BOOKS - LIBRARY	02/03/2023	446.99	446.99	02/16/2023
30028	BAKER & TAYLOR	2037312944	BOOKS - LIBRARY	02/07/2023	255.04	255.04	02/24/2023
30028	BAKER & TAYLOR	2037312944	SHIPPING - LIBRARY	02/07/2023	2.55	2.55	02/24/2023
30028	BAKER & TAYLOR	2037318323	BOOKS - LIBRARY	02/10/2023	488.67	488.67	02/24/2023
30028	BAKER & TAYLOR	2037318323	SHIPPING - LIBRARY	02/10/2023	4.89	4.89	02/24/2023
Total 30028:					6,822.18	6,822.18	
30030							
30030	BAY-LAKE REGIONAL PLANNIN	6966	CONTRACT - PLANNING COMMI	02/01/2023	1,414.14	1,414.14	02/16/2023
Total 30030:					1,414.14	1,414.14	
30073							
30073	COMPLETE OFFICE OF WI	409726	OFFICE SUPPLIES - LIBRARY	02/10/2023	13.80	13.80	03/02/2023
30073	COMPLETE OFFICE OF WI	423489	OFFICE SUPPLIES - POLICE	02/22/2023	65.25	65.25	03/02/2023
30073	COMPLETE OFFICE OF WI	AR49390	COPY MACHINE CLERK OFFICE	02/15/2023	141.27	141.27	03/02/2023
30073	COMPLETE OFFICE OF WI	AR49395	COPY MACHINE - LIBRARY	02/15/2023	32.31	32.31	03/02/2023
30073	COMPLETE OFFICE OF WI	AR49396	COPY MACHINE - LIBRARY	02/15/2023	52.38	52.38	03/02/2023
Total 30073:					305.01	305.01	
30084							
30084	DELTA DENTAL OF WISCONSIN	000001907625	DENTAL - CITY	02/24/2023	944.12	944.12	02/24/2023
30084	DELTA DENTAL OF WISCONSIN	000001907625	DENTAL - UTILITIES	02/24/2023	493.11	493.11	02/24/2023
Total 30084:					1,437.23	1,437.23	
30096							
30096	DIGITAL ALLY INC	1122877	POLICE EDUCATION/DUES	01/26/2023	2,115.00	2,115.00	02/16/2023
30096	DIGITAL ALLY INC	1122893	POLICE EDUCATION/DUES	01/30/2023	980.00	980.00	02/16/2023
Total 30096:					3,095.00	3,095.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
30133							
30133	FRANK'S RADIO SERVICE	122419	GARAGE HARDWARE & TOOLS	02/14/2023	125.00	125.00	03/02/2023
Total 30133:					125.00	125.00	
30135							
30135	GALE/CENGAGE LEARNING	80178078	BOOKS - LIBRARY	01/19/2023	100.46	100.46	02/02/2023
30135	GALE/CENGAGE LEARNING	80530771	BOOKS - LIBRARY	02/01/2023	71.18	71.18	02/10/2023
30135	GALE/CENGAGE LEARNING	80611610	BOOKS - LIBRARY	02/06/2023	147.95	147.95	02/16/2023
30135	GALE/CENGAGE LEARNING	80632197	BOOKS - LIBRARY	02/07/2023	31.19	31.19	02/16/2023
30135	GALE/CENGAGE LEARNING	80632723	BOOKS - LIBRARY	02/07/2023	59.98	59.98	02/16/2023
30135	GALE/CENGAGE LEARNING	80721662	BOOKS - LIBRARY	02/15/2023	22.39	22.39	02/24/2023
Total 30135:					433.15	433.15	
30136							
30136	GALLS LLC	023478150	UNIFORMS - POLICE	02/07/2023	136.27	136.27	03/02/2023
Total 30136:					136.27	136.27	
30140							
30140	GERBER LEISURE PRODUCTS I	10020	PARKS EQUIPMENT REPAIR &	02/14/2023	427.00	427.00	03/02/2023
Total 30140:					427.00	427.00	
30150							
30150	GREAT AMERICA FINANCIAL SE	33272471	COPY MACHINE - LIBRARY	01/20/2023	157.59	157.59	02/02/2023
30150	GREAT AMERICA FINANCIAL SE	33474834	COPY MACHINE - LIBRARY	02/17/2023	157.59	157.59	02/24/2023
Total 30150:					315.18	315.18	
30173							
30173	INDWIS INC	STMT022823	INDWIS INC. - GF-CONTRACT-B	02/28/2023	1,585.80	1,585.80	03/02/2023
30173	INDWIS INC	STMT022823	INDWIS INC. - GF-LIC/PER-PLA	02/28/2023	1,200.00	1,200.00	03/02/2023
Total 30173:					2,785.80	2,785.80	
30193							
30193	KWIK TRIP INC	STMT013123	GAS & OIL - POLICE	02/02/2023	212.91	212.91	02/16/2023
Total 30193:					212.91	212.91	
30204							
30204	LANGUAGE LINE SERVICES	10732524	TRANSLATION SERVICES	01/31/2023	64.25	64.25	02/16/2023
Total 30204:					64.25	64.25	
30216							
30216	MARCO	33349060	OFFICE SUPPLIES - POLICE	01/31/2023	152.90	152.90	02/16/2023
Total 30216:					152.90	152.90	
30227							
30227	MENARDS	64714	SNOW & ICE MATERIALS	02/01/2023	48.58	48.58	02/10/2023
30227	MENARDS	64792	BUILD MAINT - LIBRARY	02/02/2023	102.77	102.77	02/10/2023
30227	MENARDS	65007	CITY HALL BUILDING MAINT	02/07/2023	77.97	77.97	02/24/2023
30227	MENARDS	65007	OPERATING SUPPLIES - POLIC	02/07/2023	118.99	118.99	02/24/2023
30227	MENARDS	65014	BUILD MAINT - LIBRARY	02/07/2023	25.97	25.97	02/10/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
30227	MENARDS	65311	GARAGE EQUIPMENT REPAIR	02/14/2023	131.05	131.05	02/24/2023
30227	MENARDS	65311	STORM SEWER MATERIALS	02/14/2023	198.60	198.60	02/24/2023
Total 30227:					703.93	703.93	
30247							
30247	NAPA AUTO PARTS OF SHEBOY	981020	GARAGE LARGE EQUIPMENT R	01/31/2023	1.88	1.88	02/10/2023
30247	NAPA AUTO PARTS OF SHEBOY	983354	BRAKES	02/27/2023	54.99	.00	
Total 30247:					56.87	1.88	
30264							
30264	OTIS ELEVATOR COMPANY	100401067856	CITY HALL - ELEVATOR	02/13/2023	1,427.40	1,427.40	02/24/2023
Total 30264:					1,427.40	1,427.40	
30280							
30280	PLYMOUTH INTERGENERATIO	3677	CONTRACT - PIC	02/01/2023	33,175.00	33,175.00	02/02/2023
Total 30280:					33,175.00	33,175.00	
30290							
30290	PREVEA HEALTH	23981	CENTER FOR HEALTH AND WE	02/16/2023	799.70	799.70	03/02/2023
30290	PREVEA HEALTH	23982	CENTER FOR HEALTH AND WE	02/16/2023	1,407.84	1,407.84	03/02/2023
Total 30290:					2,207.54	2,207.54	
30335							
30335	SHEBOYGAN COUNTY TREASU	FEB 2023 SET	FEB SETTLEMENT 2023	02/13/2023	884,048.13	884,048.13	02/14/2023
30335	SHEBOYGAN COUNTY TREASU	STMT013123	COURT DISBURSEMENT	01/31/2023	322.20	322.20	02/02/2023
30335	SHEBOYGAN COUNTY TREASU	STMT022823	COURT DISBURSEMENT	02/28/2023	336.60	336.60	03/02/2023
Total 30335:					884,706.93	884,706.93	
30342							
30342	SI METALS SHEBOYGAN, INC.	31606	GARAGE LARGE EQUIPMENT R	02/20/2023	302.00	302.00	03/02/2023
Total 30342:					302.00	302.00	
30350							
30350	STATE OF WI COURT FINES & S	STMT013123	MONTHLY DISBURSEMENT - C	01/31/2023	908.50	908.50	02/02/2023
30350	STATE OF WI COURT FINES & S	STMT022823	MONTHLY DISBURSEMENT - C	02/28/2023	722.43	722.43	03/02/2023
Total 30350:					1,630.93	1,630.93	
30355							
30355	SUPERIOR VISION INSURANCE	0000708519	VISION - CITY	02/15/2023	223.82	223.82	02/16/2023
30355	SUPERIOR VISION INSURANCE	0000708519	VISION - UTILITIES	02/15/2023	108.16	108.16	02/16/2023
Total 30355:					331.98	331.98	
30357							
30357	SYNCHRONY BANK	011000019667	POLICE OPERATING SUPPLIES	02/14/2023	26.98	26.98	03/02/2023
30357	SYNCHRONY BANK	011000019840	STORM SEWER MATERIALS	02/16/2023	2.29	2.29	03/02/2023
30357	SYNCHRONY BANK	011000037791	OPERATING SUPPLIES POLICE	02/02/2023	3.99	3.99	03/02/2023
30357	SYNCHRONY BANK	011000039382	GARAGE BUILDING MAINTENA	02/16/2023	3.99	3.99	03/02/2023
30357	SYNCHRONY BANK	011000051332	STREETS SIGNS & MARKINGS	02/06/2023	36.05	36.05	03/02/2023
30357	SYNCHRONY BANK	011000052744	POLICE OPERATING SUPPLIES	02/13/2023	24.99	24.99	03/02/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
30357	SYNCHRONY BANK	011001517996	OPERATING SUPPLIES - POLIC	02/07/2023	8.76	8.76	03/02/2023
30357	SYNCHRONY BANK	011001528001	OPERATING SUPPLIES - POLIC	02/06/2023	2.99	2.99	03/02/2023
30357	SYNCHRONY BANK	011001528832	STREET REPAIR OP SUPPLIES	02/21/2023	24.99	24.99	03/02/2023
30357	SYNCHRONY BANK	021523STMT	BUILD MAINT - LIBRARY	02/15/2023	33.28	33.28	03/02/2023
Total 30357:					168.31	168.31	
30383							
30383	TRUCK COUNTRY OF WISCON	X204020557	GARAGE LARGE EQUIPMENT R	01/31/2023	156.53	156.53	02/10/2023
Total 30383:					156.53	156.53	
30386							
30386	ULINE	159397645	EQUIPMENT/REPAIR FIRE	01/31/2023	1,490.08	1,490.08	02/16/2023
Total 30386:					1,490.08	1,490.08	
30432							
30432	WISCONSIN LIBRARY ASSOCIA	16860	MEMBERSHIP - LIBRARY	01/25/2023	139.79	139.79	02/02/2023
30432	WISCONSIN LIBRARY ASSOCIA	16897	MEMBERSHIP - LIBRARY	02/01/2023	116.79	116.79	02/02/2023
30432	WISCONSIN LIBRARY ASSOCIA	16898	MEMBERSHIP - LIBRARY	02/01/2023	138.68	138.68	02/02/2023
30432	WISCONSIN LIBRARY ASSOCIA	16899	MEMBERSHIP - LIBRARY	02/01/2023	209.04	209.04	02/02/2023
Total 30432:					604.30	604.30	
30434							
30434	WISCONSIN PUBLIC SERVICE	4458153224	UTILITIES SKI HILL	02/01/2023	91.67	91.67	02/10/2023
30434	WISCONSIN PUBLIC SERVICE	4458153224	UTILITIES CITY HALL	02/01/2023	3,941.98	3,941.98	02/10/2023
30434	WISCONSIN PUBLIC SERVICE	4458153224	UTILITIES GARAGE	02/01/2023	1,967.27	1,967.27	02/10/2023
30434	WISCONSIN PUBLIC SERVICE	4458153224	UTILITIES GOLF	02/01/2023	31.11	31.11	02/10/2023
30434	WISCONSIN PUBLIC SERVICE	4458153224	UTILITIES POOL	02/01/2023	28.60	28.60	02/10/2023
30434	WISCONSIN PUBLIC SERVICE	4458153224	UTILITIES LIBRARY	02/01/2023	871.06	871.06	02/10/2023
30434	WISCONSIN PUBLIC SERVICE	4458153224	UTILITIES YOUTH CENTER	02/01/2023	268.02	268.02	02/10/2023
30434	WISCONSIN PUBLIC SERVICE	STMT022823	NATURAL GAS SERVICE	02/17/2023	2,037.38	2,037.38	03/02/2023
30434	WISCONSIN PUBLIC SERVICE	STMT022823A	NATURAL GAS SERVICE	02/21/2023	52.21	52.21	03/02/2023
Total 30434:					9,289.30	9,289.30	
30441							
30441	WISCONSIN SUPREME COURT	680-0000009	JUDGE EDUCATION	01/31/2023	700.00	700.00	02/10/2023
Total 30441:					700.00	700.00	
30454							
30454	ZARNOTH BRUSH WORKS INC	0192587-IN	PARKS EQUIPMENT REPAIR AN	02/01/2023	334.60	334.60	02/16/2023
Total 30454:					334.60	334.60	
50106							
50106	MIDWEST TAPE LLC	503253923	AV - LIBRARY	01/19/2023	298.37	298.37	02/02/2023
50106	MIDWEST TAPE LLC	503253925	AV - LIBRARY	01/19/2023	59.96	59.96	02/02/2023
50106	MIDWEST TAPE LLC	503298924	AV - LIBRARY	01/30/2023	34.48	34.48	02/10/2023
50106	MIDWEST TAPE LLC	503298926	AV - LIBRARY	01/30/2023	22.49	22.49	02/10/2023
50106	MIDWEST TAPE LLC	503311795	DIGITAL CONTENT - LIBRARY	02/01/2023	558.06	558.06	02/02/2023
50106	MIDWEST TAPE LLC	503337191	AV - LIBRARY	02/07/2023	36.48	36.48	02/16/2023
50106	MIDWEST TAPE LLC	503352047	AV - LIBRARY	02/10/2023	110.95	110.95	02/16/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 50106:					1,120.79	1,120.79	
91561							
91561	PACE ANALYTICAL SERVICES I	2340128752	LABORATORY	02/27/2023	307.00	307.00	03/02/2023
Total 91561:					307.00	307.00	
91582							
91582	TOWN OF PLYMOUTH	59016245412 2	REFUND TO THE TOWN OF PLY	01/31/2023	2,799.28	2,799.28	02/01/2023
Total 91582:					2,799.28	2,799.28	
91741							
91741	LAKESHORE TECHNICAL COLL	FEB 2023 SET	FEB 2023 SETTLEMENT	02/13/2023	134,564.33	134,564.33	02/14/2023
Total 91741:					134,564.33	134,564.33	
91886							
91886	PLYMOUTH JOINT SCHOOL DIS	FEB 2023 SET	FEB 2023 SETTLEMENT	02/13/2023	1,332,187.41	1,332,187.41	02/14/2023
Total 91886:					1,332,187.41	1,332,187.41	
91993							
91993	HIGH STAR SUPPLY	41664	TREE EQUIPMENT REPAIR	02/07/2023	57.89	57.89	02/16/2023
Total 91993:					57.89	57.89	
92121							
92121	VERMEER-WISCONSIN INC	30094586A	FREIGHT	09/30/2022	37.61	37.61	02/16/2023
Total 92121:					37.61	37.61	
92133							
92133	ENDURACLEAN INC	15134	PARKS JANITORIAL	01/31/2023	245.15	245.15	02/16/2023
92133	ENDURACLEAN INC	15146	CENTER PULL TOWELS	02/06/2023	210.40	210.40	02/16/2023
92133	ENDURACLEAN INC	15146	TOILET PAPER	02/06/2023	93.75	93.75	02/16/2023
92133	ENDURACLEAN INC	15155	BUILDING MAINTENANCE - LIB	02/08/2022	103.66	103.66	02/16/2023
Total 92133:					652.96	652.96	
92148							
92148	ANSER SERVICES	6509-013023	ANSWERING SERVICE	01/30/2023	330.00	330.00	02/10/2023
92148	ANSER SERVICES	6509-022723	ANSWERING SERVICE	02/27/2023	330.00	330.00	03/02/2023
Total 92148:					660.00	660.00	
92174							
92174	AIRGAS USA LLC	9134635993	GARAGE LARGE EQUIPMENT R	02/02/2023	211.44	211.44	02/16/2023
92174	AIRGAS USA LLC	9134635994	GARAGE LARGE EQUIPMENT R	02/03/2023	87.48	87.48	02/16/2023
92174	AIRGAS USA LLC	9994323492	BOTTLED GAS CYLINDER RENT	01/31/2023	65.10	65.10	02/16/2023
92174	AIRGAS USA LLC	9994323492	BOTTLED GAS CYLINDER RENT	01/31/2023	48.36	48.36	02/16/2023
Total 92174:					412.38	412.38	
92475							
92475	J F AHERN CO	558096	CONTRACT - CITY HALL MAINT	02/10/2023	804.00	804.00	02/24/2023
92475	J F AHERN CO	558257	UTILITY BUILDING	02/10/2023	1,791.75	1,791.75	02/16/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
92475	J F AHERN CO	558890	CONTRACT - CITY HALL MAINT	02/14/2023	402.50	402.50	03/02/2023
Total 92475:					2,998.25	2,998.25	
92503							
92503	GIBBSVILLE IMPLEMENT INC	12168	GARAGE LARGE EQUIPMENT R	02/23/2023	455.36	455.36	03/02/2023
Total 92503:					455.36	455.36	
92811							
92811	CUSTOM CRAFT TROPHY	46156	COUNCIL NAME PLATES	02/10/2023	15.00	15.00	02/16/2023
Total 92811:					15.00	15.00	
92820							
92820	TERRASPATIAL TECHNOLOGIE	20180685	MONTHLY USER FEES	02/12/2023	1,000.00	1,000.00	02/16/2023
Total 92820:					1,000.00	1,000.00	
92957							
92957	FRONTIER	STMT021423	MONITORING SERVICE	02/07/2023	95.48	95.48	02/16/2023
92957	FRONTIER	STMT021823	PHONE - AQUATIC CENTER	01/19/2023	133.89	133.89	02/10/2023
92957	FRONTIER	STMT021823	PHONE - LIBRARY	01/19/2023	250.70	250.70	02/10/2023
92957	FRONTIER	STMT021823	PHONE - POLICE	01/19/2023	295.88	295.88	02/10/2023
92957	FRONTIER	STMT021823	PHONE - 911 DIAL LINES	01/19/2023	90.88	90.88	02/10/2023
92957	FRONTIER	STMT021823	CITY PHONE	01/19/2023	454.00	454.00	02/10/2023
92957	FRONTIER	STMT021823	PHONE - UTILITIES	01/19/2023	921.76	921.76	02/10/2023
92957	FRONTIER	STMT021823	CITY PHONE	01/19/2023	45.69	45.69	02/10/2023
92957	FRONTIER	STMT022822A	WELL MONITORING	02/19/2023	153.06	153.06	03/02/2023
92957	FRONTIER	STMT022823	MONITORING SERVICE	02/16/2023	194.33	194.33	03/02/2023
Total 92957:					2,635.67	2,635.67	
92982							
92982	HOPP NEUMANN HUMKE LLP	10745-001M 1	LEGAL SERVICE	02/02/2023	2,382.00	2,382.00	02/10/2023
92982	HOPP NEUMANN HUMKE LLP	10745-001M 1	TIF4 LEGAL	02/02/2023	310.00	310.00	02/10/2023
92982	HOPP NEUMANN HUMKE LLP	10745-005M 11	UTILITY LEGAL	02/02/2023	210.00	210.00	02/10/2023
92982	HOPP NEUMANN HUMKE LLP	10745-013M 1	LEGAL SERVICE	02/06/2023	553.00	553.00	02/10/2023
92982	HOPP NEUMANN HUMKE LLP	10745-076M 1	LEGAL SERVICE	02/02/2023	168.00	168.00	02/10/2023
92982	HOPP NEUMANN HUMKE LLP	10745-099M 2	LEGAL SERVICE	02/02/2023	666.00	666.00	02/10/2023
Total 92982:					4,289.00	4,289.00	
93036							
93036	SEERA	STMT020923	FOCUS ON ENERGY PAYMENT	02/09/2023	5,964.63	5,964.63	02/10/2023
Total 93036:					5,964.63	5,964.63	
93287							
93287	MONITORING SERVICES LLC	3332	SPRINKLER SYSTEM MONITOR	02/01/2023	312.00	312.00	02/10/2023
Total 93287:					312.00	312.00	
93377							
93377	SHRED IT USA	8003350983	PAPER SHREDDING SERVICE	02/18/2023	138.19	138.19	02/24/2023
Total 93377:					138.19	138.19	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
93432							
93432	ADVANCED DISPOSAL SVCS S	0072230-4172-	CONTRACT - GARBAGE	02/02/2023	26,377.47	26,377.47	02/10/2023
93432	ADVANCED DISPOSAL SVCS S	0072230-4172-	CONTRACT - RECYCLING	02/02/2023	9,637.32	9,637.32	02/10/2023
93432	ADVANCED DISPOSAL SVCS S	0072230-4172-	HOUSING AUTH GARBAGE/REC	02/02/2023	345.00	345.00	02/10/2023
93432	ADVANCED DISPOSAL SVCS S	0072230-4172-	FUEL SURCHARGE	02/02/2023	1,080.44	1,080.44	02/10/2023
93432	ADVANCED DISPOSAL SVCS S	0072234-4172-	WASTE DISPOSAL SERVICE	02/02/2023	393.58	393.58	02/10/2023
93432	ADVANCED DISPOSAL SVCS S	0072234-4172-	WASTE DISPOSAL SERVICE	02/02/2023	306.03	306.03	02/10/2023
Total 93432:					38,139.84	38,139.84	
93513							
93513	TRESTER HOIST & EQUIPMENT	7262968	SAFETY	02/02/2023	770.00	770.00	02/16/2023
Total 93513:					770.00	770.00	
93556							
93556	EHLERS INVESTMENT PARTNE	STMT020723	INVESTMENT FEES	02/07/2023	863.44	863.44	02/10/2023
93556	EHLERS INVESTMENT PARTNE	STMT020723A	INVESTMENT FEES	02/07/2023	2,572.65	2,572.65	02/10/2023
Total 93556:					3,436.09	3,436.09	
93665							
93665	ITSAVVY LLC	01405627	MICROSOFT OFFICE PROFESSI	02/14/2023	398.55	398.55	02/24/2023
93665	ITSAVVY LLC	01405840	HP PROBOOK 450 G9 NOTEBO	02/15/2023	903.94	903.94	02/24/2023
93665	ITSAVVY LLC	01405840	HP USB-C LC	02/15/2023	53.84	53.84	02/24/2023
93665	ITSAVVY LLC	01405840	HP P27H G5	02/15/2023	485.10	485.10	02/24/2023
93665	ITSAVVY LLC	01406596	HP 201X	02/20/2023	110.74	110.74	03/02/2023
93665	ITSAVVY LLC	01406622	SAMSUNG S32B304NWN	02/20/2023	233.74	233.74	03/02/2023
93665	ITSAVVY LLC	01407165	ADOBE ACROBAT PRO FOR TE	02/22/2023	84.95	84.95	03/02/2023
93665	ITSAVVY LLC	01407165	ADOBE ACROBAT PRO FOR TE	02/22/2023	84.95	84.95	03/02/2023
93665	ITSAVVY LLC	01407468	ADOBE ACROBAT PRO FOR TE	02/23/2023	84.95	84.95	03/02/2023
Total 93665:					2,440.76	2,440.76	
93716							
93716	ENVIRONMENTAL SYSTEMS RE	94422832	ENTERPRISE AGREEMENT FEE	02/02/2023	27,500.00	27,500.00	02/16/2023
93716	ENVIRONMENTAL SYSTEMS RE	94422895	ARCGIS DATA INTEROPERABILI	02/02/2023	325.00	325.00	02/16/2023
Total 93716:					27,825.00	27,825.00	
93845							
93845	HYDRO CORP INC	0071175-IN	CROSS CONNECTION PROGRA	02/28/2023	1,083.00	1,083.00	03/02/2023
Total 93845:					1,083.00	1,083.00	
93877							
93877	INFOSEND INC	228822	BILL MAILING SERVICE	01/21/2023	2,914.34	2,914.34	03/02/2023
93877	INFOSEND INC	229526	BILL MAILING SERVICE	01/31/2023	1,727.58	1,727.58	03/02/2023
Total 93877:					4,641.92	4,641.92	
93901							
93901	ADVANCE AUTO PARTS	873030402538	FLEET VEHICLE MAINTENANC	02/09/2023	25.31	25.31	02/16/2023
93901	ADVANCE AUTO PARTS	873030462560	SHOP SUPPLIES	02/15/2023	18.67	18.67	02/24/2023
93901	ADVANCE AUTO PARTS	873030483229	CABIN AIR FILTER	02/17/2023	12.73	12.73	02/24/2023
Total 93901:					56.71	56.71	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
93982							
93982	WRWA	STMT022123	CONFERENCE REGISTRATION	02/21/2023	295.00	295.00	02/24/2023
Total 93982:					295.00	295.00	
93991							
93991	HOME DEPOT CREDIT SERVIC	49246170260	OPERATING SUPPLIES POLICE	02/02/2023	26.61	26.61	02/16/2023
Total 93991:					26.61	26.61	
94072							
94072	AMORE	E01541	PFD AWARDS BANQUET	01/28/2023	3,066.94	3,066.94	02/10/2023
94072	AMORE	E01541	PFD AWARDS BANQUET	01/28/2023	1,533.47	1,533.47	02/10/2023
Total 94072:					4,600.41	4,600.41	
94128							
94128	FORSTER ELECTRICAL ENGIN	24480	SUBSTATION #5 PERMITTING	02/24/2023	9,857.07	9,857.07	03/02/2023
94128	FORSTER ELECTRICAL ENGIN	24481	SUBSTATION #5 PERMITTING	02/24/2023	5,547.50	5,547.50	03/02/2023
94128	FORSTER ELECTRICAL ENGIN	24483	SUBSTATION #2	02/18/2023	47.50	47.50	03/02/2023
94128	FORSTER ELECTRICAL ENGIN	24513	GRANT CONCEPT	02/24/2023	2,282.50	2,282.50	03/02/2023
Total 94128:					17,734.57	17,734.57	
94178							
94178	HAYDEN WATER COMPANY LLC	156194	LABORATORY SUPPLIES	02/08/2023	196.00	196.00	02/16/2023
Total 94178:					196.00	196.00	
94333							
94333	FISCHERS FLEET SERVICE INC	65905	HYDRAULIC HOSE	02/10/2023	118.61	118.61	02/16/2023
94333	FISCHERS FLEET SERVICE INC	65905P	FLEET VEHICLE MAINTENANC	02/10/2023	118.61	118.61	02/24/2023
94333	FISCHERS FLEET SERVICE INC	68757	FLEET VEHICLE MAINTENANC	01/13/2023	765.71	765.71	02/10/2023
94333	FISCHERS FLEET SERVICE INC	688.14	FLEET VEHICLE MAINTENANC	01/20/2023	869.01	869.01	02/10/2023
94333	FISCHERS FLEET SERVICE INC	68812	FLEET VEHICLE MAINTENANC	01/13/2023	518.92	518.92	02/10/2023
94333	FISCHERS FLEET SERVICE INC	68821	FLEET VEHICLE MAINTENANC	01/27/2023	1,514.23	1,514.23	02/10/2023
94333	FISCHERS FLEET SERVICE INC	68832	FLEET VEHICLE MAINTENANC	01/23/2023	917.57	917.57	02/24/2023
94333	FISCHERS FLEET SERVICE INC	68848	FLEET VEHICLE MAINTENANC	01/20/2023	1,301.02	1,301.02	02/10/2023
94333	FISCHERS FLEET SERVICE INC	68853	FLEET VEHICLE MAINTENANC	01/20/2023	148.06	148.06	02/24/2023
94333	FISCHERS FLEET SERVICE INC	68993	FLEET VEHICLE MAINTENANC	02/14/2023	317.77	317.77	02/24/2023
94333	FISCHERS FLEET SERVICE INC	69000	HARD SURFACE PLOW SHOES	02/06/2023	150.00	150.00	02/24/2023
Total 94333:					6,739.51	6,739.51	
94341							
94341	MONROE TRUCK EQUIPMENT I	846680	GARAGE LARGE EQUIP REPAIR	02/01/2023	593.37	593.37	02/16/2023
Total 94341:					593.37	593.37	
94503							
94503	AMARIL UNIFORM COMPANY	IV240466	CARHARTT UNLINED BIBS 30 X	02/01/2023	130.00	130.00	02/10/2023
94503	AMARIL UNIFORM COMPANY	IV240466	SHIPPING	02/01/2023	19.69	19.69	02/10/2023
94503	AMARIL UNIFORM COMPANY	IV241122	HELMET CAP	02/15/2023	70.00	70.00	02/24/2023
94503	AMARIL UNIFORM COMPANY	IV241122	SHIPPING	02/15/2023	19.64	19.64	02/24/2023
Total 94503:					239.33	239.33	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
94573							
94573	DIGICORP INC	344819	FORTISWITCH-148F-FPOE SWI	01/27/2023	687.50	687.50	02/10/2023
94573	DIGICORP INC	344819	FORTISWITCH-148F-FPOE SWI	01/27/2023	687.50	687.50	02/10/2023
94573	DIGICORP INC	344819	3 YEAR 24X7 FORTICARE SUPP	01/27/2023	433.00	433.00	02/10/2023
94573	DIGICORP INC	344820	FORTINET 10GE SFP+ TRANSC	01/27/2023	504.00	504.00	02/10/2023
94573	DIGICORP INC	344820	SHIPPING	01/27/2023	12.00	12.00	02/10/2023
94573	DIGICORP INC	344866	FORTINET 10GE SFP+ TRANSC	01/31/2023	1,440.00	1,440.00	02/10/2023
94573	DIGICORP INC	344983	FORTINET 1GE SFP LX TRANS	01/31/2023	696.00	696.00	02/16/2023
94573	DIGICORP INC	344983	7M FIBER OPTIC PATCH CORD	01/31/2023	24.00	24.00	02/16/2023
94573	DIGICORP INC	344983	FREIGHT	01/31/2023	26.77	26.77	02/16/2023
94573	DIGICORP INC	345100	OFFICE EXCHANGE ONLINE PL	02/20/2023	4.00	4.00	03/02/2023
Total 94573:					4,514.77	4,514.77	
94603							
94603	JSM SECURE INC	73873	CAMERA REPAIR	02/14/2023	100.00	100.00	02/24/2023
Total 94603:					100.00	100.00	
94625							
94625	MARCO TECHNOLOGIES LLC N	INV10803013	OFFICE SUPPLIES - POLICE	01/23/2023	67.00	67.00	02/02/2023
94625	MARCO TECHNOLOGIES LLC N	INV10872908	PRINTER CONTRACT	02/09/2023	372.61	372.61	02/16/2023
94625	MARCO TECHNOLOGIES LLC N	INV10920778	OFFICE SUPPLIES - POLICE	02/22/2023	67.00	67.00	03/02/2023
Total 94625:					506.61	506.61	
95006							
95006	PICKARTS RADIATOR SERVICE	58231	GARAGE LARGE EQUIPMENT R	02/06/2023	4,215.66	4,215.66	02/16/2023
Total 95006:					4,215.66	4,215.66	
95029							
95029	KRIETE TRUCK CENTER LLC	X108027683.0	GARAGE LARGE EQUIPMENT R	02/24/2023	242.16	242.16	03/02/2023
Total 95029:					242.16	242.16	
95106							
95106	SERVICE MOTOR COMPANY	P36046	FLEET VEHICLE MAINTENANCE	02/01/2023	139.15	139.15	02/10/2023
Total 95106:					139.15	139.15	
95117							
95117	DICKMAN COMMUNICATIONS	210	NETWORK WIRING	02/04/2023	6,860.00	6,860.00	02/10/2023
Total 95117:					6,860.00	6,860.00	
95121							
95121	NELSON & ASSOCIATES, LLC	2874	UNIFORMS - POLICE	02/04/2023	787.17	787.17	02/16/2023
Total 95121:					787.17	787.17	
95125							
95125	FALLS ACE HARDWARE	22407	TOOLS	02/13/2023	124.96	124.96	02/24/2023
95125	FALLS ACE HARDWARE	24199	ICE MELT	01/16/2023	319.80	319.80	02/24/2023
95125	FALLS ACE HARDWARE	24222	TOOLS	01/19/2023	36.35	36.35	02/24/2023
95125	FALLS ACE HARDWARE	24339	TOOLS	02/02/2023	29.99	29.99	02/10/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 95125:					511.10	511.10	
95154							
95154	IDENTISYS INC	606242	E150392	02/09/2023	146.00	146.00	02/16/2023
Total 95154:					146.00	146.00	
95196							
95196	GRAY'S INC	38024	SNOW & ICE	02/13/2023	1,928.00	1,928.00	03/02/2023
Total 95196:					1,928.00	1,928.00	
95310							
95310	WISCONSIN DNR	STMT020823	EXAM APPLICATION FEE	02/08/2023	25.00	25.00	02/10/2023
95310	WISCONSIN DNR	STMT021423	CERTIFICATION RENEWAL	02/14/2023	45.00	45.00	02/24/2023
95310	WISCONSIN DNR	STMT022123	CERTIFICATION RENEWAL	02/21/2023	45.00	45.00	02/24/2023
Total 95310:					115.00	115.00	
95314							
95314	WAGNER EXCAVATING	28019	313 FOREST DEMO	02/07/2023	24,320.00	24,320.00	02/10/2023
Total 95314:					24,320.00	24,320.00	
95555							
95555	LEXIPOL	INVLEX14642	SAFER GRANT POLICE	01/27/2023	6,777.45	6,777.45	02/16/2023
Total 95555:					6,777.45	6,777.45	
95590							
95590	SUBURBAN LABS OF SE WI	208504	INTER-COMMUNITY INCINERAT	10/31/2022	2,788.00	2,788.00	02/02/2023
95590	SUBURBAN LABS OF SE WI	209418	INTER-COMMUNITY INCINERAT	11/30/2022	2,806.00	2,806.00	02/02/2023
95590	SUBURBAN LABS OF SE WI	210409	INTER-COMMUNITY INCINERAT	12/31/2022	2,821.00	2,821.00	02/02/2023
Total 95590:					8,415.00	8,415.00	
95593							
95593	MILLER IMPLEMENT CO INC	22328	PARKS CONTRACTOR	06/27/2022	1,680.00	1,680.00	02/16/2023
Total 95593:					1,680.00	1,680.00	
95616							
95616	DAKOTA SUPPLY GROUP	S102295061.0	EQUIPMENT MAINTENANCE	02/20/2023	135.74	135.74	02/24/2023
Total 95616:					135.74	135.74	
95714							
95714	TRANSUNION RISK AND ALTER	1355047-2023	OPERATING SUPPLIES - POLIC	02/01/2023	75.00	75.00	02/10/2023
Total 95714:					75.00	75.00	
95716							
95716	SHAKEDOWN TOOLS LLC	13039	GARAGE HARDWARE AND TOO	02/06/2023	179.95	179.95	02/16/2023
95716	SHAKEDOWN TOOLS LLC	13294	GARAGE HARDWARE AND TOO	02/15/2023	89.90	89.90	02/24/2023
Total 95716:					269.85	269.85	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
95743							
95743	ESSENTIAL SEWER & WATER S	C-6 p.o. 42008	SANITARY REPAIR	02/14/2023	6,224.00	6,224.00	02/16/2023
Total 95743:					6,224.00	6,224.00	
95767							
95767	BROOKS BROTHERS TRAILERS	46242	1RT 101-10KE/30" DUAL BULL W	01/30/2023	84,001.00	84,001.00	02/10/2023
95767	BROOKS BROTHERS TRAILERS	46242	FREIGHT	01/30/2023	1,400.00	1,400.00	02/10/2023
Total 95767:					85,401.00	85,401.00	
95778							
95778	FINDAWAY WORLD LLC	419463	AV - LIBRARY	02/03/2023	187.97	187.97	02/10/2023
95778	FINDAWAY WORLD LLC	419739	AV - LIBRARY	02/06/2023	1,319.78	1,319.78	02/10/2023
Total 95778:					1,507.75	1,507.75	
95854							
95854	ALTEC SUPPLY	122001688	DUCT RODDER 3/8" X 600'	01/26/2023	1,397.46	1,397.46	02/10/2023
95854	ALTEC SUPPLY	122001688	FREIGHT	01/26/2023	287.49	287.49	02/10/2023
95854	ALTEC SUPPLY	12218105	CONTROLLER FOR 3000' SPIDE	02/16/2023	1,470.59	1,470.59	03/02/2023
95854	ALTEC SUPPLY	12218105	FREIGHT	02/16/2023	83.27	83.27	03/02/2023
Total 95854:					3,238.81	3,238.81	
95861							
95861	DAVID W SCHNEIDER	59271826103 2	TAX REFUND	01/25/2023	303.50	303.50	02/10/2023
Total 95861:					303.50	303.50	
95863							
95863	B & B TRANSFORMER	27964	25 KVA PAD MOUNT TRANSFOR	02/14/2023	47,515.00	47,515.00	02/24/2023
95863	B & B TRANSFORMER	27964	PALLET	02/14/2023	204.00	204.00	02/24/2023
Total 95863:					47,719.00	47,719.00	
95869							
95869	JOHN C LOEHR	59271806700 2	TAX REFUND	01/27/2023	389.64	389.64	02/10/2023
95869	JOHN C LOEHR	59271818663 2	TAX REFUND	01/27/2023	.23	.23	02/10/2023
Total 95869:					389.87	389.87	
95882							
95882	SEAN GLANCEY	STMT030322-	PARKING TICKET OVERPAYME	03/03/2022	5.00	5.00	02/10/2023
Total 95882:					5.00	5.00	
95899							
95899	TERESE SHAW	STMT020123	PETTY CASH - POLICE	02/01/2023	15.96	15.96	02/02/2023
95899	TERESE SHAW	STMT021523	PETTY CASH - POLICE	02/15/2023	34.68	34.68	03/02/2023
Total 95899:					50.64	50.64	
95914							
95914	UPHOLSTERY PLUS	1003	GARAGE SMALL EQUIPMENT R	02/15/2023	200.00	200.00	02/24/2023
Total 95914:					200.00	200.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
95917							
95917	BADGER LABORATORIES INC	22-017553	WATER SAMPLES	11/18/2022	175.00	175.00	02/24/2023
95917	BADGER LABORATORIES INC	23-003442	WATER SAMPLES	02/13/2023	175.00	175.00	02/16/2023
95917	BADGER LABORATORIES INC	23-003638	WATER SAMPLES	02/20/2023	175.00	175.00	02/24/2023
Total 95917:					525.00	525.00	
95940							
95940	GORDON FLESCH COMPANY IN	IN14079480	COPY MACHINE	02/07/2023	264.68	264.68	02/10/2023
Total 95940:					264.68	264.68	
95946							
95946	KASDORF LEWIS & SWIETLIK S	559591	LEGAL FEES-GLPD072351	02/27/2023	1,822.70	1,822.70	03/02/2023
Total 95946:					1,822.70	1,822.70	
95972							
95972	REBECCA BUB	STMT021623	RESTITUTION COURT	02/16/2023	56.42	56.42	02/24/2023
Total 95972:					56.42	56.42	
95988							
95988	MMW INDUSTRIAL SUPPLY LLC	2301307	HARDWARE	02/09/2023	31.61	31.61	02/16/2023
95988	MMW INDUSTRIAL SUPPLY LLC	843637	HARDWARE	01/05/2023	207.90	207.90	02/10/2023
Total 95988:					239.51	239.51	
96029							
96029	HEALTH PAYMENT SYSTEMS, I	City 23.01.23_	Health Pymt Systems City	01/25/2023	8,104.31	8,104.31	01/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	City 23.01.26_	Health Pymt Systems City	01/30/2023	416.52	416.52	01/31/2023
96029	HEALTH PAYMENT SYSTEMS, I	PU 23.01.23_A	Health Pymt Systems Utility	01/25/2023	108.23	108.23	01/31/2023
Total 96029:					8,629.06	8,629.06	
96051							
96051	STEVE DICKSON	18874163714A	REFUND DEPOSIT BALANCE	02/08/2023	68.89	68.89	02/10/2023
Total 96051:					68.89	68.89	
96159							
96159	LONE STAR CHALLENGE COIN	3103PP	POLICE HONOR GUARD	01/31/2023	2,726.50	2,726.50	02/02/2023
Total 96159:					2,726.50	2,726.50	
96160							
96160	LAWSON PRODUCTS INC	9310305772	STREET SIGNS & MARKINGS M	01/30/2023	69.20	69.20	02/02/2023
96160	LAWSON PRODUCTS INC	9310305772	DISCOUNT	01/30/2023	.70-	.70-	02/02/2023
96160	LAWSON PRODUCTS INC	9310309761	GARAGE LARGE EQUIPMENT R	01/31/2023	8.40	8.40	02/02/2023
96160	LAWSON PRODUCTS INC	9310309761	DISCOUNT	01/31/2023	.08-	.08-	02/02/2023
96160	LAWSON PRODUCTS INC	9310331546	GARAGE TOOL & HARDWARE	02/07/2023	150.87	150.87	02/16/2023
96160	LAWSON PRODUCTS INC	9310335514	GARAGE LARGE EQUIPMENT R	02/08/2023	20.66	20.66	02/16/2023
96160	LAWSON PRODUCTS INC	9310375680	SNOW & ICE EQUIPMENT REPA	02/22/2023	234.60	234.60	03/02/2023
96160	LAWSON PRODUCTS INC	9310375680	DISCOUNT	02/22/2023	2.35-	2.35-	03/02/2023
Total 96160:					480.60	480.60	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96161							
96161	CHRISTOPHER M MRAZIK	59271812530 2	TAX REFUND	01/18/2023	342.62	342.62	02/02/2023
Total 96161:					342.62	342.62	
96162							
96162	NATHAN H & PATRICIA L BURKA	59271818581 2	TAX REFUND	01/17/2023	30.00	30.00	02/02/2023
Total 96162:					30.00	30.00	
96163							
96163	JASON LANDOWSKI	19884287513	REFUND OVERPAYMENT	02/01/2023	283.77	283.77	02/02/2023
Total 96163:					283.77	283.77	
96165							
96165	TRISHA A DOWNS	59271823520 2	TAX REFUND	01/12/2023	177.78	177.78	02/10/2023
Total 96165:					177.78	177.78	
96166							
96166	JOSHUA D KERNTKE	59271804430 2	TAX REFUND	01/12/2023	177.78	177.78	02/10/2023
Total 96166:					177.78	177.78	
96167							
96167	MARK D LISOWE	59271800500 2	TAX REFUND	01/27/2023	478.11	478.11	02/10/2023
Total 96167:					478.11	478.11	
96168							
96168	RODNEY J GROSS	59271800640 2	TAX REFUND	01/24/2023	131.06	131.06	02/10/2023
Total 96168:					131.06	131.06	
96169							
96169	BRIAN D WILLIAMS	59271822719 2	TAX REFUND	01/24/2023	192.25	192.25	02/10/2023
Total 96169:					192.25	192.25	
96170							
96170	TOU LEE	59271825052 2	TAX REFUND	01/23/2023	567.14	567.14	02/10/2023
Total 96170:					567.14	567.14	
96171							
96171	STEVEN ODEKIRK	2881199106	ENERGY STAR INCENTIVE - W	02/02/2023	40.00	40.00	02/10/2023
Total 96171:					40.00	40.00	
96172							
96172	MARGARET A. WILLIAMSON	011023STMT	MURAL - LIBRARY	01/10/2023	90.00	90.00	02/10/2023
Total 96172:					90.00	90.00	
96174							
96174	MATRIX TITLE COMPANY	59271815700 2	TAX REFUND	02/01/2023	799.57	799.57	02/16/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 96174:					799.57	799.57	
96175							
96175	HILLCREST DEVELOPMENT LL	59271821250 2	TAX REFUND	02/01/2023	1,269.70	1,269.70	02/16/2023
Total 96175:					1,269.70	1,269.70	
96176							
96176	DONALD J GOELZER	59271820120 2	TAX REFUND	01/30/2023	422.21	422.21	02/16/2023
Total 96176:					422.21	422.21	
96177							
96177	FORREST W SPRING	59271817880 2	TAX REFUND	01/30/2023	58.57	58.57	02/16/2023
Total 96177:					58.57	58.57	
96178							
96178	MICHAEL J DIMIG	59271821430 2	TAX REFUND	01/30/2023	669.65	669.65	02/16/2023
Total 96178:					669.65	669.65	
96179							
96179	STEVEN WILLIAMS	59271808490 2	TAX REFUND	01/30/2023	1,369.61	1,369.61	02/16/2023
Total 96179:					1,369.61	1,369.61	
96181							
96181	CHRIS P HUGHES	Police Chief Ca	HOTEL-POLICE CHIEF CANDID	01/12/2023	274.68	274.68	02/16/2023
Total 96181:					274.68	274.68	
96182							
96182	COMPASS MINERALS AMERICA	1133438	SNOW & ICE SALT COST	02/07/2023	19,574.32	19,574.32	02/24/2023
96182	COMPASS MINERALS AMERICA	1134248	SNOW & ICE SALT COST	02/08/2023	13,041.94	13,041.94	02/24/2023
96182	COMPASS MINERALS AMERICA	1135123	SNOW & ICE SALT COST	02/09/2023	11,395.25	11,395.25	02/24/2023
Total 96182:					44,011.51	44,011.51	
96184							
96184	DRH BBS LLC	18871241505	REFUND DEPOSIT BALANCE	02/28/2023	96.03	96.03	03/02/2023
Total 96184:					96.03	96.03	
96185							
96185	COMPETITIVE PLUMING SERVI	5086	SEWER JETTING	02/18/2023	1,380.00	1,380.00	03/02/2023
Total 96185:					1,380.00	1,380.00	
Grand Totals:					3,013,525.39	3,013,470.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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CITY OF PLYMOUTH- PLYMOUTH UTILITIES

The above listed checks and ACH is in payment of the Utilities' accounts and are hereby approved with the following exceptions:

Exceptions:

THE FINANCE COMMITTEE

Dated: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice Detail.GL account = "0100100001000"- "2200567002200", "2400111000000"- "8000232000000"

**UNOFFICIAL MINUTES
FINANCE & PERSONNEL COMMITTEE OF THE
PLYMOUTH COMMON COUNCIL
TUESDAY FEBRUARY 28, 2023**

1. **Call to order and roll call:** Finance & Personnel Committee Chair Nelson called the meeting to order at 6:30 PM. On call of the roll, the following members were present: Mayor Donald Pohlman, John Nelson, Amy Odekirk and Mike Penkwitz. Also present were: Alder. Angie Matzdorf, Alder. Charlie Hansen, Interim Police Chief Matt Starker, Finance Manager Kim Ross, Human Resources Specialist Leah Federwisch, City Administrator/Utilities Manager Tim Blakeslee, and Clerk/Deputy Treasurer Anna Voigt.
2. **Approval of meeting minutes for February 14, 2023 meeting:** Motion was made by Odekirk/Penkowitz to approve minutes from February 14, 2023. A unanimous aye vote was cast. Motion carried.
3. **Utility Account Specialist-Project Lead Job Description and Salary Range:** Blakeslee explained that in late 2022 the Management Assistant resigned to take a new position. Upon review of the needs at the Utility, a position managing projects that support Utility administration with a focus improving process and efficiency would be beneficial as opposed to a customer service focused position. The project lead position would also be cross trained with the Utility Account Specialist-Billing Lead and Utility Account Specialist-Collection Lead to provide backup when either of those employees are out of the office. All three positions would provide customer service to Utility customers as needed. Motion was made by Penkwitz/Odekirk to recommend Common Council approve the Utility Account Specialist-Project Lead Job Description and Salary Range. A unanimous aye vote was cast. Motion carried.
4. **Combining Part Time Record Clerks (3) to Full Time Records Clerk:** Federwisch explained that currently there are 4 part-time police records positions in the budget. Two of those part-time records individuals resigned in 2022 leaving the Department with 2 open positions. The Department did hire one individual in October 2022, but they resigned in December 2022. After reviewing the position and holding discussions with Interim Police Chief, it was determined that dispatching is a vital aspect of this position and it has been difficult to find someone with dispatching experience that wants to work part-time. Motion was made by Odekirk/Penkowitz to recommend combination of the three part-time police records positions to create a full-time position with a salary range of 17.34 to 22.56. A unanimous aye vote was cast. Motion carried.
5. **Utility PILOT Discussion:** Blakeslee explained in 2022 the General Fund budget for the PILOT from the Utility was \$815,000. Due to the full property assessment that was taking place in 2022, it was expected that tax rates would decrease slightly and the Fair Market Value Ratio would increase from .84 to 1.0. When the tax rates were finalized in December of 2022, the PILOT was calculated at \$686,650 which is \$128,350 less than budget. The main driver for the large decrease is the decrease in the Net Local and School Tax Rate. Staff will know the final impact on the 2022 budget after the audit is completed.
6. **Purchase of F-150 Truck for Water Utility, F-150 Truck for Electric Utility, and F-350 Truck Electric Utility:** Blakeslee explained that in late 2021 the Water Utility and Electric Utility each ordered an F-150 truck to replace two end-of -life 2012 Ford Transits currently in use by each department. Staff was notified last week that Ford has cancelled the municipal order and does not plan to honor the orders in the future as a result of the lack

of supply. If the municipal order program becomes available in 2023 placing a new municipal order in 2023 would at minimum result in trucks received in 2024 or possibly 2025. There is also no guarantee they would honor to order. The remaining option is to receive vehicles in a timely manner is to purchase trucks from a dealer. Motion was made by Pohlman/Penkwitz to recommend Common Council to approve the purchase of F-150 truck for Water Utility, F-150 truck for Electric Utility, and F-350 truck for Electric Utility. Upon the call of the roll, all voted aye. Motion carried.

7. **Adjournment:** Motion was made by Odekirk/Penkwitz to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

City of Plymouth
Police and Fire Commission Meeting
Monday, February 20, 2023 @ 8:30 A.M.
Council Chambers, Plymouth City Hall
128 Smith Street, Plymouth, WI 53073

Members Present: Chairperson Kathy Halloran, Sam Suchon, Warren Wieser, James Flanagan, Mark Melcher, Background Investigator Bob Frank and Lee Szymborski representing GovHR USA.

Meeting was call to order at 8:40 A.M. at Council Chambers at City Hall, Room 210 located at 128 Smith Street by President Kathy Halloran.

Reading of last minutes of January 9, 2023, Police and Fire Commission meeting by Secretary Sam Suchon. Motion made to approve by Mark Melcher and seconded by James Flanagan. Motion carried.

Entertain a motion to go into closed session pursuant to Wis. Statures 19.85 (1) to consider employment, promotion, compensation, or performance evaluation data of any employee over which the commission has jurisdiction or exercises responsibility – Police Chief hiring process. Motion made Kathy Halloran and seconded by James Flanagan. Motion carried.

Entertain a motion to go into open session. Motion made to approve conditional offer of employment as the Plymouth Police Chief to Kenneth Ruggles, pending the negotiation of the terms and conditions of employment. Motion made by James Flanagan and seconded by Warren Wieser. Motion carried.

Police Lieutenant hiring process is still ongoing and deadline for accepting applications is the end of February.

A motion made to create a Patrol Officer hiring eligibility list for the police department. Motion made by Kathy Halloran and seconded by Warren Wieser. Motion carried.

Motion for adjournment at 10: 37 A.M. Motion made by Mark Melcher and seconded by Sam Suchon. Motion carried.

Submitted this 21st day of February 2023.

Samuel M. Suchon--- Secretary

Contracted inspection fees from the office of Pete Scheuerman

out of Sequences

Permits	Date	Address	Name	City Of Plymouth	Feb. 2023	Value	Fee	Contract	City
23023	2/21	402 Western	Halloran	Bean Bmst.		500.00	\$55.00	\$50.00	\$5.00
23024	2/24	16 Forest	Schabel	Windows		5,700.00	\$36.00	\$32.40	\$3.60
23025	2/24	517 Smith	Webb	Tub		4,500.00	\$30.00	\$27.00	\$3.00
23026	2/24	602 E Clifford	Lamere	Windows		5,553.00	\$36.00	\$32.40	\$3.60
23529	1/27	2593 Picket	Harrison	Porch		13,600.00	\$165.00	\$150.00	\$15.00
23530	2/1	728 STH57 #53	Cty View Est	Bath Remodel		9,400.00	\$60.00	\$54.00	\$6.00
23531	2/6	2323 Kensington	Pinger	Door		5,000.00	\$30.00	\$27.00	\$3.00
23532	2/1	12W Main	Sartori	Roof		5,000.00	\$110.00	\$100.00	\$10.00
23533	2/7	457 Pickett	Nguyen	Kitchen Cabs		35,000.00	\$210.00	\$189.00	\$21.00
23534	2/13	524 North St	Watson	Porch		70,000.00	\$220.00	\$200.00	\$20.00
23535	2/13	220 Caroline	Kapellen	Shed		2,000.00	\$55.00	\$50.00	\$5.00
23536	2/13	426 Western	Kastellie	Windows		12,585.00	\$78.00	\$70.20	\$7.80
23537	2/13	728 STH 57 #28	Cty View Est	Rubber Roof		5,400.00	\$36.00	\$32.40	\$3.60
23538	2/14	125 S Bruns	O'Brian	Remodel		4,000.00	\$385.00	\$350.00	\$35.00
23538			O'Brian		Fines		\$385.00	\$0.00	\$385.00
23539	2/15	1225 Riverview	Dubois	Windows		2,126.00	\$30.00	\$27.00	\$3.00
23540	2/16	513 W Riverben	Flanagan	Windows		23,000.00	\$138.00	\$124.20	\$13.80
23541	2/16	409 S Bruns	Blend	Windows		12,500.00	\$78.00	\$70.20	\$7.80
						215,864.00	\$2,137.00	\$1,585.80	\$551.20

No. of All Building Permits	17
Valuation of all Building Permits <i>including commercial additions and remodeling</i>	\$215,864.00
No. of New Single Family Homes	0
Valuation of all New Home <i>including Two Families</i>	\$0.00
No. of New Multiple Family Buildings	0
No. of Units	0
Valuation of all Multiple Family	\$0.00
No. of New Commercial/Industrial Buildings	0
Valuation of all Commercial/Industrial Buildings	\$0.00
No. of Addition to Commercial Industrial Bldg.	0
Valuation of Additions	\$0.00
Total Permits	17
Total Value	\$215,864.00



APPLICATION FOR STREET USE PERMIT

Date March 1, 2023

1. Applicant/Applicants Name: Mark Dewitz
Address: N2875 Dusty Ln
Cascade, WI 53011
Phone: (920) 517-0121

2. If the proposed street use is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorizing responsible heads of such organization: World's Cheese Center VFW Post 5612 ; 337 Stafford St.; Plymouth, WI 53073
Mark Dewitz- Commander (920) 517-0121

3. The name, address and telephone number of the person/persons who will be responsible for conducting the proposed use of the street, if different than above:

4. The date and duration of time for which the requested use of the street is proposed to occur: May 29, 2023 8:00 am - 1:00 pm

5. An accurate description of that portion of the street proposed to be used: Parade Lineup on East Main Street; Parade Route: Start- (west on) E. Main St. South on Stafford St., East on E. Mill St., North on N. Street to Union cemetery, end route.

6. The approximate number of persons for whom use of the proposed street area is requested: unknown at this time

7. The proposed use, described in detail, for which the Street Use Permit is requested: Memorial Day Parade

\$25.00 Fee – Receipt No. N/A Date 3/1/23

Recommendation – Director of Public Works [Signature]

Recommendation – Chief of Police [Signature]

Date of Council approval _____

Email Street Superintendent _____

February 28th, 2023

Jessica Bumbard-Kinch
52 Stafford
(920) 893-0552
52 S Stafford Street
Plymouth, WI
Agent: Jessica Bumbard-Kinch
fourcrownsat52stafford@gmail.com

Re: Retail alcohol beverage license temporary expansion/change of premise

Greetings,

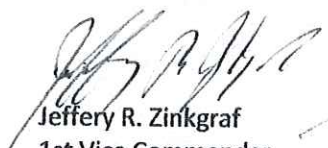
I am requesting a temporary expansion/change of premise for my retail alcohol beverage license for March 17th, 2023. This would expire on March 20th, 2023. At the time of expiration my licensed premise description shall return to the description identified and approved as part of my annual retail alcohol beverage license application.

The American Legion has approved our request with the understanding that there will be a limited liability release which is currently - as of the date of this letter - in process. Their signature by their representative below indicates written authorization.

Kind Regards,

Jessica Bumbard-Kinch

Concur Yes / No


Jeffery R. Zinkgraf
1st Vice Commander

Ladewig-Zinkgraf American Legion Post 243

2 MAR 2023



APPLICATION FOR STREET USE PERMIT

Date 03.06.2023

1. Applicant/Applicants Name: Jessica Bumbard-Kinch / ^{DBA} 52 Stafford
Address: 52 S Stafford St
PO BOX 470 Plymouth
Phone: 920 893 0552

2. If the proposed street use is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorizing responsible heads of such organization: Jessica Bumbard-Kinch
DBA 52 Stafford 52 S Stafford St PO BOX 470
920 893 0552 920 334 5059

3. The name, address and telephone number of the person/persons who will be responsible for conducting the proposed use of the street, if different than above:

4. The date and duration of time for which the requested use of the street is proposed to occur: 3/17/23 10:30AM 11:30AM

5. An accurate description of that portion of the street proposed to be used: Eastern to 52 South Stafford St.

6. The approximate number of persons for whom use of the proposed street area is requested: 75-100

7. The proposed use, described in detail, for which the Street Use Permit is requested: Annual Irishman Walk

\$25.00 Fee – Receipt No. G.003941 Date 3/6/23

Recommendation – Director of Public Works [Signature]

Recommendation – Chief of Police [Signature]

Date of Council approval _____

Email Street Superintendent _____



Application for Event

City of Plymouth
128 Smith Street
P.O. Box 107
Plymouth, WI 53073

Applicant Name 52 Stafford Phone Number (920) 334-5059

Address 52 S Stafford Street City Plymouth Zip 53073

Are you a 501 (C-3) non-profit organization? No Yes Tax Exempt # _____

I have included my organization's proof of insurance with this form.
 I am exempt from requiring proof of insurance because _____

(Clerk/Treas. Initials)
Authorized Agent Jessica Bumbard-Kinch Home Phone (920) 334-5059
Bus. Phone (920) 893-0552

Address PO Box 470 City Plymouth Zip 53073

Point of contact at Event (if different than Agent) _____

Type of Event: (Check all appropriate blocks) Public Private
 Athletic Activity (tournament, sports event) Parade/Street Closing (map required)
 Block Party Runs/Walks (map required)
 Financial Gain Event (map required) Business/Organization Event
 Community/Park Event Other _____

Event Date(s): 3.17.2023 Start/End Time: 10:30 am/11 am

Name of Activity Annual Walk of the Irishman Purpose: Celebrate St. Patrick's Day

Assembly Area Old Family Video Dispersal Area: 52 Stafford

Estimated Attendance 75-100 No. of Parade Units: _____

Location of Block Party _____
(Block off - street from - street to)

Check all appropriate boxes:

Yes	No		Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Admission/Entry Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fireworks
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Financial Gain Activity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amusement Rides
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Concession Sales	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Setting Up Tents
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vendor Displays/Sale	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amplification Equipment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electricity Needed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Musical Bands
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Portable Toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horses/Animals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Street Closure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Snowmobiles/ATV's
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Barricades Needed (_____)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Beer Sales*
		Quantity			*Requires Special Permit

The applicant named on this application will be responsible for the conduct of the special event and for the condition of the facility. We will not deny anyone the benefits of, or otherwise subject anyone to discrimination because of race, color, creed, national origin, handicap or religion.
The applicant individually, or the authorized agent on behalf of applicant, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless, the City of Plymouth and each and every of its elected, and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally for and against any and all claims, causes of action, actions, liabilities, demand, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorney's fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, incidents, activities, and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the City of Plymouth and each and every of its elected and appointed officials, employees, and agents, regardless of when and where, occurring or arising from this event.
The public event applicant shall submit a general liability insurance policy certificate in the amount of \$1 million dollars naming the City of Plymouth as an additional insured party. The applicant for this public event must be 18 years of age. Any misrepresentation of public events described in this application occurring in City of Plymouth parks or facilities will be just cause for future denial of rental agreements with the City of Plymouth.

Date 02.28.2023 Signature Jessica Bumbard-Kinch
(Must be Applicant or Duly Authorized Agent)



Form AT-200

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

Section 1: Licensee Information and Acknowledgement

Licensee Name

Ultimate Mart, LLC DBA Pick 'n Save #343

Reason for Cancellation of Appointed Agent

Transfer of Current Agent

The undersigned appoints Andrew Grainger agent in accordance with sec. 125.04(6), Wis. Stats.

Signature of President / Member [Handwritten Signature]

Date 2/10/2023

Section 2: Agent Information and Acknowledgement

Agent Name

Andrew Grainger

Mailing Address

35 JACOB AVE

City or Post Office

OSHKOSH

State

WI

Zip Code

54902

Agent Questions Yes No

- 1. Are you of legal drinking age? [X] []
2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? [X] []
3. Have you ever been convicted of a federal law violation? [] [X]
4. Have you ever been convicted of a state law violation? [] [X]
5. Have you ever been convicted of a local ordinance violation? [] [X]
6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? [X] []

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for ultimate Mart, LLC DBA Pick 'n Save #343 and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Signature of Agent [Handwritten Signature]

Date 2-10-2023

Section 3: Licensing Authority Approval

Municipality Name

Signature of Official

Date

Title of Official

City of Plymouth
128 Smith St. - P.O. Box 107
Plymouth, WI 53073-0107



Telephone: (920) 893-1271
Facsimile: (920) 893-0183
Web Site: plymouthgov.com

DATE: March 9, 2023

TO: Common Council

FROM: Leah Federwisch, Human Resources Specialist

RE: **Combination of three part-time police records positions to create a full-time position**

Background:

Currently in the Police Department there are four (4) part-time police records positions in the budget, three (3) at 28 hours per week and one (1) at 20 hours per week. Two of those part-time records individuals resigned in 2022 leaving the Department with two (2) open positions, (one 28 hour and one 20 hour). The Department did hire one individual in October 2022, but they resigned in December 2022. Current Police Record position status:

- Records (28) – Filled
- Records (28) – Filled
- Records (28) – Vacant
- Records (20) - Vacant

After reviewing the position and holding discussions with Interim Police Chief, it was determined that dispatching is a vital aspect of this position and it has been difficult to find someone with dispatching experience that wants to work part-time.

Proposal:

Staff recommends moving to one (1) full-time (40 hours/week) and one (1) part-time (28 hours per week) police records positions in the department. The plan would be to offer the full-time position to the current part-time employee as they are both versed in the needs of the position and interested in full-time work.

Currently in the 2023 budget the Police Department the two (2) open part-time positions have a wage of \$46,650 budgeted. By adding the additional 12 hours per week along with benefits to the current employee, the Police Department would have enough in the budget to cover this change. The Interim Police Chief believes that by making this change, the Police Department would have enough Police records support and be able to cover dispatching as needed.

Finance and Personnel Committee Recommendation:

At the meeting on February 28, the Finance and Personnel Committee unanimously recommended the combination of the three part-time police records positions to create a full-time position with a salary range of 17.34 to 22.56 (as already approved by the wage resolution).

Staff Recommendation:

Recommend combination of the three part-time police records positions to create a full-time position with a salary range of 17.34 to 22.56 (as already approved by the wage resolution).

City of Plymouth
 128 Smith St. - P.O. Box 107
 Plymouth, WI 53073-0107



Telephone: (920) 893-3745
 Facsimile: (920) 893-0183
 Web Site: plymouthgov.com

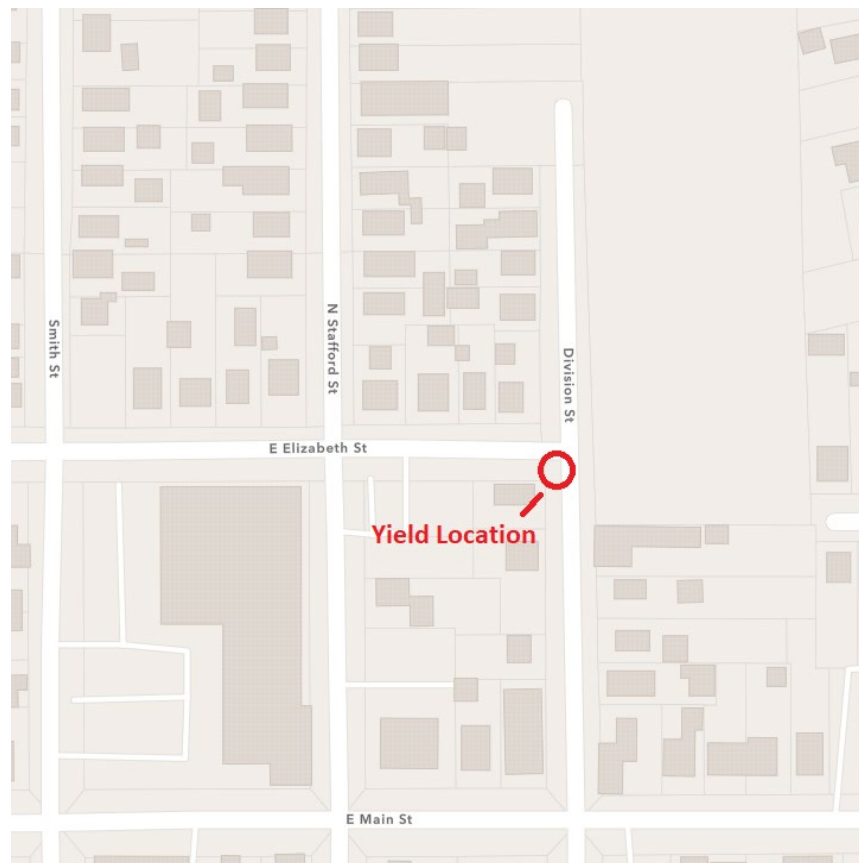
DATE: February 22, 2023

TO: Mayor and Common Council

FROM: Tim Blakeslee, City Administrator/Utilities Manager

RE: Ordinance No. 3 Adding a Yield on Elizabeth St. at the intersection with Division St.

Background: Elizabeth Street at the intersection with Division Street is currently uncontrolled. Alderperson Matzdorf requested that staff review the intersection to determine if adding a yield sign would be appropriate. Upon review, Staff determined that having a yield sign on Elizabeth St where it ends into Division St would be appropriate and would improve traffic flow and safety of the intersection (map below).



Recommendation: Approve Ordinance No. 3 Adding a Yield on Elizabeth St. at the intersection with Division St.

CITY OF PLYMOUTH, WISCONSIN

Ordinance No. 4 of 2023

**AN ORDINANCE AMENDING SCHEDULE A OF SECTION 10-1-25
OF THE MUNICIPAL CODE OF THE CITY OF PLYMOUTH, WISCONSIN,
REGARDING YEILD INTERSECTIONS**

WHEREAS, pursuant to Wis. Stat. § 349.065, the City places and maintains traffic control devices on City streets; and

WHEREAS, the intersection of Elizabeth Street and Division Street is currently an uncontrolled intersection; and

NOW, THEREFORE, the Common Council of the City of Plymouth does hereby ordain as follows:

Section 1. Amending Code. Schedule B being a part of Section 10-1-25, Yield Intersections, of the Municipal Code of the City of Plymouth is hereby amended to add the following at the end of Schedule B:

"(53) All traffic proceeding eastbound on Elizabeth Street at its intersection with Division Street.

Section 2. Severability. Should any portion of this Ordinance or the affected Municipal Code Section be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder shall not be affected.

Section 3. Effective Date. This Ordinance shall take effect the day after publication.

Enacted on _____, 2023.

CITY OF PLYMOUTH

By: _____
Donald O. Pohlman, Mayor

Date: _____

CLERK'S CERTIFICATE OF ENACTMENT

I hereby certify that the foregoing Ordinance was duly enacted by the City of Plymouth Common Council and approved by the Mayor on the dates indicated above.

Dated: _____, 2023

Anna Voigt, Clerk

City of Plymouth
128 Smith St. - P.O. Box 107
Plymouth, WI 53073-0107



Telephone: (920) 893-3745
Facsimile: (920) 893-0183
Web Site: plymouthgov.com

DATE: March 9, 2023

TO: Mayor and Common Council

FROM: Tim Blakeslee, City Administrator/Utilities Manager

RE: **Second Amendment to Development Agreement with Hillcrest Plymouth, LLC and associated Escrow Agreement with Hillcrest Plymouth, LLC and National Exchange Bank and Trust**

Background:

Hillcrest Plymouth, LLC is currently developing the Greystone Settlement residential subdivision in Plymouth. The City and Hillcrest Plymouth, LLC entered into a Development Agreement on December 27, 2018. Pursuant to Section 23 of the Development Agreement, Developer is required to maintain a letter of credit for the estimated cost of improvements for the development. The Developer has maintained a letter of credit with City from National Exchange Bank and Trust ("NEBAT"), which is set to expire on March 26, 2023. Hillcrest Plymouth, LLC has requested to escrow funds with the City equal to the amount of improvements in lieu of maintaining a letter of credit with NEBAT. An Escrow Agreement in lieu of a letter of credit is permitted per city code 14-1-51.

In return for accommodating the request for the Escrow Agreement, Staff recommends the second amendment of the Development agreement be adjusted to include a revised completion schedule for remaining improvements required by the developer, the addition of a required Stormwater Management and Maintenance Agreement, and correction of other maintenance items as outlined. The escrow agreement will be included as part of the second amendment of the Development Agreement.

Recommendation: Approve Second Amendment to Development Agreement with Hillcrest Plymouth, LLC and associated Escrow Agreement with Hillcrest Plymouth, LLC and National Exchange Bank and Trust.

Attachments:

1. Development Agreement
2. Escrow Agreement

ESCROW AGREEMENT

THIS AGREEMENT is made by and between **Hillcrest Plymouth, LLC**, hereinafter referred to as “**Developer**”; and the **City of Plymouth**, hereinafter referred to as “**City**”

Preliminary Recitals

The City and Developer entered into a Development Agreement for Greystone Settlement 2nd Addition Subdivision and Greystone Condominiums in the City of Plymouth, Wisconsin on December 27, 2018, a First Amendment to the Development Agreement on November 15, 2019, and a Second Amendment to Development as contemplated under this Escrow Agreement (collectively the “Development Agreement”); and

Pursuant to Section 23 of the Development Agreement, Developer is required to maintain a letter of credit for the estimated cost of improvements for the development; and

Developer has maintained a letter of credit with City from National Exchange Bank and Trust (“NEBAT”), which is set to expire on March 26, 2023; and

Developer has requested to escrow funds equal to the amount of improvements in lieu of maintaining a letter of credit and City is willing to accommodate said request subject to the terms of this Escrow Agreement.

Agreement

The Developer shall pay the sum of \$153,585.00 (the “Escrowed Funds”) in the form of a cashier’s check, wire transfer or other immediately available funds within three (3) days from date of approval of this agreement by the Common Council for the City of Plymouth as security for the completion of Developer’s obligations under the Development Agreement. Contemporaneous with the payment of said sum, the City shall issue its Notice of Cancellation of the Letter of Credit to NEBAT in a form and substance satisfactory to NEBAT. The Escrowed Funds shall be held by the City Treasurer in a non-interest bearing account and shall be maintained as a separate line item within the City’s accounts. Developer agrees and understands that no interest will be paid to Developer in connection with the Escrowed Funds.

Upon receipt of the Escrowed Funds, City will issue a notice of cancellation of the letter of credit to NEBAT, in the form as requested by Developer.

Developer retains all obligations as set forth in in the Development Agreement, and the financial responsibility for the improvements is not limited to the amount of the Escrowed Funds. The City Treasurer may disburse funds 1) to the City upon the signature of the City Director of Public Works attesting that Developer is in default of its obligations under the Development Agreement or 2) to the Developer upon the signature of the City Director of Public Works attesting that the Developer has complied with its obligations under the Development Agreement. The City Treasurer may rely on any instrument or signature believed by the City Treasurer to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. The City, Director of Public Works, City Treasurer, or any other employee or officer of City shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized, and shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by willful misconduct or gross negligence.

This Escrow Agreement is signed this _____ day of March, 2023.

DEVELOPER:

CITY:

HILLCREST PLYMOUTH, LLC

OYVIND SOLVANG, MEMBER

DONALD O. POHLMAN, MAYOR

NEBAT

ANNA VOIGT, CLERK

NATIONAL EXCHANGE BANK AND TRUST

Name: _____

Title: _____

R:\CLIENT\10745\00076\00207901.DOC

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
FOR GREYSTONE SETTLEMENT 2ND ADDITION SUBDIVISION
AND GREYSTONE CONDOMINIUMS**

This **SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (the "Second Amendment") is made and entered into by and between **HILLCREST PLYMOUTH, LLC**, a Wisconsin limited liability company, maintaining its principal offices at 124 South Swift Street, Glenbeulah, Wisconsin 53023, hereinafter referred to as "**DEVELOPER**" and the **CITY OF PLYMOUTH**, a Wisconsin municipal corporation, maintaining its principal offices at 128 Smith Street, Plymouth, Wisconsin 53073, hereinafter referred to as the "**CITY**".

RECITALS

WHEREAS, DEVELOPER and **CITY** entered into a Development Agreement as executed by **DEVELOPER** on December 20, 2018 and as executed by the **CITY** on December 27, 2018 and a First Amendment to the Development Agreement on November 15, 2019, for work related to development of a subdivision and condominiums in the City of Plymouth, Sheboygan, County, Wisconsin, (hereinafter collectively referred to as the "Development Agreement"); and

WHEREAS, DEVELOPER requests that the Development Agreement be amended to allow for an extension of the time for completion of certain Development obligations, and to allow for Escrowed Funds in lieu of a letter of credit as a financial guarantee.

AGREEMENT

NOW, THEREFORE, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals Incorporated.** The "Recitals" set forth above are incorporated herein and made an enforceable part of this Agreement.

2. **Amended Final Subdivision Plat and Condominium Plat Approved.** Paragraph 2 of the Development Agreement is amended to read as follows (deletions indicated by ~~strikethrough~~; insertions by underline):

2. **Final Subdivision Plat and Condominium Plat Approved.** The **CITY**, subject to the terms and conditions of this Agreement, approves and authorizes the **DEVELOPER** to construct, improve, develop, and sell the twenty-three (23) lots created by the Subdivision plat and Condominium plat. **DEVELOPER shall set all property corners no later than June 30, 2025.**

3. **Repealed and Recreated Stormwater Management and Maintenance.** Paragraph 5 of the Development agreement is repealed and recreated to read as follows:

5. **Stormwater Management and Maintenance Agreement.** **DEVELOPER** shall before March 30, 2023, enter into a Stormwater Management and Maintenance Agreement with the **CITY** for any required stormwater retention ponds required by Development. A memorandum and notice of the Stormwater

Management and Maintenance Agreement shall be recorded against the Property in the Sheboygan County Register of Deeds Office. **DEVELOPER** will correct the following stormwater deficiencies of the Development to the **CITY**'s satisfaction no later than June 30, 2023:

(a) Restore with topsoil and seed the approximately 30% of the pond bank areas, which have weedy vegetation and light brown soil with no grass observed.

(b) Repair erosion of the outfall area adjacent to and below the 15-inch pipe running between condo buildings 7 and 8, which has significant erosion around the pipe barrel and in the outfall area, some of which has blocked the flow of the pond to the west.

(c) Repair erosion of the area adjacent to the 15-inch outlet pipe at the northeast corner of the pond around the pipe barrel.

(d) Remove and properly dispose of the accumulated sediment at the outfall of the 48-inch pond inlet pipe between Lots 60 and 61. The accumulated sediment extends approximately 10-15 feet to the southeast.

(e) Install the two permanent gravel sediment traps per plan sheet 3.2.

(f) Correct grading of the 15-inch pipe drainage to the storm basin on Lot 60 (west side of first condo) (1.03% flattest slope observed). The south end of the pipe has heaved and is approximately 0.20 feet higher than a point 20-feet upstream.

(g) Repair the area around the 15-inch pipe barrel at the outlet end that has washed out.

(h) Create a swale from the edge of pavement aligned with and 10-feet (+/-) west of the 15-inch pipe. A swale with a flow line grade of 2.0% is attainable.

(i) Raise the rim elevation of Storm Manhole #9 located approximately 400 feet north of the storm pond by 1.75 feet to bring it into compliance with the plan elevation and restore the area disturbed in the process.

(j) Raise the rim of Storm Manhole #11 located approximately 10 feet south of the edge of pavement on Hill and Dale Road and 410 feet west of the intersection of Hill and Dale Road and Hwy 67 by 1.75 feet to 877.50 feet and restore the area disturbed in the process.

4. Amended Subdivision Street Construction. Paragraph 10 of the Development Agreement is amended to read as follows (deletions indicated by ~~striketrough~~; insertions by underline):

10. **Subdivision Street Construction.** The **DEVELOPER** shall name, subject to **CITY** approval, and construct **CITY** road standards the roadways shown

on the Subdivision Plat. **CITY** road standards require a minimum twenty-eight (28) foot wide paved road surface and thirty (30) inch curb and gutter on each side. The cul-de-sac shall contain a minimum of a forty-eight (48) foot paved radius. **DEVELOPER** shall cause the binder course of asphalt to be installed on the Development roadway prior to the issuance of an occupancy permit for the first home in the Subdivision. Final asphalt shall be installed by the **DEVELOPER** at the earlier of either: (i) the substantial completion of new home construction on seventeen (17) of the twenty-two (22) new lots created by the Subdivision; or (ii) ~~June 30, 2024~~ June 30, 2023. Prior to installing the final asphalt, **DEVELOPER** shall (i) contact the City Director of Public Works to verify the previously constructed curb and gutter and binder course meet **CITY** standards; and (ii) correct to meet **CITY** standards any areas of curb and gutter or binder course that require reconstruction. **DEVELOPER**, at its expense, shall protect all Development manholes from damage caused by construction, snowplowing, and other traffic upon the Development public streets prior to final pavement. In any event, **DEVELOPER**, shall be responsible for any and all damage caused to any manholes or related sanitary sewer facilities as well as water distribution equipment located within Development streets until final acceptance by the **CITY**. The **CITY** will undertake snowplowing activities on the streets upon completion of the binder course prior to acceptance of the final roadway.

5. Amended Stormwater Drainage. Paragraph 11 of the Development Agreement is amended as follows (deletions indicated by ~~strikethrough~~; insertions by underline):

11. **Stormwater Drainage Facilities.** The **DEVELOPER** shall prepare a master site-grading plan for the Subdivision and construct at its sole cost and expense all stormwater and management facilities for the Development as provided by Wisconsin Administrative Code NR 151, Section 15-7-13 of the City of Plymouth Code of General Ordinances related to stormwater management and such other applicable laws, rules, policies, and practices. The design and specifications for all stormwater drainage facilities required shall be subject to the approval of the **CITY** and its engineers. **DEVELOPER** shall complete grading of the Development on or before June 30, 2023 in accordance with the master site-grading plan.

6. Amended Financial Guarantee Required. Paragraph 23 of the Development Agreement is repealed and recreated to read as follows:

23. **Financial Guarantee Required.** **DEVELOPER** shall provide to the City Clerk a financial guarantee to assure the faithful performance of all of **DEVELOPER**'s obligations under this Agreement. The financial guarantee shall be in the form of

(a) Escrowed funds submitted to and held by the City Treasurer, pursuant to the Escrow Agreement, attached hereto as Exhibit D and incorporated herein. Any default of **DEVELOPER**'s obligations under the Agreement including all deadlines for completion of obligations is a default. If **DEVELOPER** fails to cure such default within the Cure Period, **CITY** may submit a request for disbursement of funds as set forth in the Escrow Agreement and may withhold building permits for further construction within the Development.

(b) The amount of the financial guarantee shall be reduced from time to time in an amount equal to the value of the Infrastructure improvements installed and accepted by the CITY or may be increased if delays occur and costs escalate. Upon completion of each component of the development project as set forth on the attached Exhibit B, DEVELOPER shall give the CITY notice and the CITY shall arrange inspection of the completed component within five (5) business days and submit to the CITY Treasurer within five (5) business days after the inspection such documentation as CITY reasonably believes is required to reduce the amount of the escrowed funds by the amount of the work inspected and accepted by the CITY. It is understood and agreed that the CITY will require as-built information before it considers a component "complete." DEVELOPER shall provide the as-builts for (i) sewer and water mains; and (ii) storm water piping, onsite, no later than June 30, 2023. It is further understood that the CITY will not accept any roadway prior to the completion of the final asphalt layer. The estimated cost of the Infrastructure improvements for the Development, or any reductions or increases, shall be subject to the CITY's engineer review and approval.

5. All Other Terms and Conditions of the Development Agreement to Remain the Same. Except as expressly supplemented or modified by this Second Amendment, all other terms and conditions of the Development Agreement by and between DEVELOPER and the CITY shall remain in full force and effect and binding upon the parties, and the parties hereby ratify the same.

6. Inconsistency. In the event there is any disagreement, conflict or discrepancy between any of the obligations, terms or conditions of this Second Amendment and the Development Agreement, then the CITY, in its sole and absolute discretion, shall determine which shall apply to DEVELOPER and the Development.

IN WITNESS WHEREOF, the CITY and the DEVELOPER have executed this Agreement as of the year and date indicated below.

**CITY:
CITY OF PLYMOUTH**

Dated: _____

By: _____
Donald O. Pohlman, Mayor

Dated: _____

By: _____
Anna Voigt, Clerk

AUTHENTICATION

Signatures of Donald O. Pohlman, Mayor,
and Anna Voigt, City Clerk, authenticated
on _____, 2023.

Attorney Crystal H. Fieber
Member, State Bar of Wisconsin No. 1061351

DEVELOPER:
HILLCREST PLYMOUTH, LLC

Dated: _____

By: _____
Oyvind Solvang, Member

STATE OF WISCONSIN)
)ss
SHEBOYGAN COUNTY)

Personally came before me on _____, 2023, the above-named Oyvind Solvang, Member of Hillcrest Plymouth, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

Prepared By: Attorney Crystal H. Fieber of HOPP NEUMANN HUMKE LLP, Sheboygan, WI; (920) 457-8400

City of Plymouth
128 Smith St. - P.O. Box 107
Plymouth, WI 53073-0107



Telephone: (920) 893-3745
Facsimile: (920) 893-0183
Web Site: plymouthgov.com

DATE: March 9, 2023

TO: Mayor and Common Council

FROM: Tim Blakeslee, City Administrator/Utilities Manager

RE: Approval of Licensing Agreement for Communications Attachments To Utility Poles with TDS Metrocom, LLC

Background:

TDS Fiber is currently completing a fiber optic installation in Plymouth. The project is expected to take approximately three years to complete. Over the past several months Staff alongside our attorney with Boardman Clark have been negotiating with TDS on terms for a Pole Contact Agreement which stipulates requirements and cost to attach to Plymouth Utility infrastructure for overhead fiber lines. Plymouth Utility has similar agreements with other telecom providers. Per the agreement TDS will pay \$18.91 per pole contact annually to Plymouth Utilities with a 3% increase per year. The initial agreement term is 10 years. The proposed agreement is attached for review and approval.

Recommendation: Approval of Licensing Agreement for Communications Attachments To Utility Poles with TDS Metrocom, LLC

Attachments:

1. Pole Contact Agreement

LICENSING AGREEMENT

FOR

COMMUNICATIONS ATTACHMENTS TO UTILITY POLES

BETWEEN

CITY OF PLYMOUTH

AND

TDS METROCOM, LLC

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APPENDICES

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**LICENSING AGREEMENT
FOR
COMMUNICATIONS ATTACHMENTS TO UTILITY POLES
BETWEEN CITY OF PLYMOUTH AND TDS METROCOM, LLC**

This Licensing Agreement (the “**Agreement**”), dated as of the last signature date below (“**Effective Date**”), is made by and between the City of Plymouth, a municipal corporation of the State of Wisconsin, acting by and through the Plymouth Utilities (“**Utility**”), and TDS Metrocom, LLC, a limited liability company (“**Licensee**”), each a “**Party**” and collectively the “**Parties.**”

RECITALS

- A. Licensee proposes to install and maintain cables, wires, and associated equipment on certain Poles (as defined below) to provide Communications Services.
- B. Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Attachments on the Poles, provided that Utility may refuse, on a non-discriminatory basis, to issue a Permit where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes.

AGREEMENT

**ARTICLE 1
DEFINITIONS**

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

- 1.1 Affiliate: when used in relation to Licensee, means another entity who owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- 1.2 Attaching Entity: means any public or private entity (including Utility) that attaches to a Pole to provide Communications Service.
- 1.3 Attachment: means a wire or cable facility and appurtenant equipment utilized to provide Communications Service placed directly on a Pole or Overlashed onto an existing Attachment.
- 1.4 Climbing Space: means that portion of a Pole that is free from encumbrances to enable Utility employees and contractors to safely climb, access, and work on Utility Facilities and equipment.
- 1.5 Communications Facilities: means a wire or cable facility and appurtenant equipment utilized to provide Communications Service but does not include Wireless Facilities.

- 1.6 Communications Service: means the transmission or receipt of voice, video, data, Internet, or other forms of digital or analog signals over wire or cable facilities, but does not include any such transmission or receipt by Utility when providing internal communications service to the municipality in which Utility operates or any of the municipality's departments (*i.e.*, not to the general public in the municipality).
- 1.7 Engineering Standards: means the engineering and safety standards contained in **Appendix B** and all applicable engineering and safety standards governing the installation, maintenance, and operation of electric utility facilities and the performance of all work in or around such facilities, and includes the most current versions as adopted by the State of Wisconsin of the National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), the Wisconsin State Electric Code ("WSEC"), the regulations of the Occupational Safety and Health Administration, the regulations of the Department of Workforce Development (including the rules regarding safety equipment), the Department of Safety and Professional Services, and the safety and engineering requirements of any state or federal agency with jurisdiction over electric utility facilities, each of which is incorporated by reference into this Agreement. The Engineering Standards that apply to a particular Attachment shall be those versions that were in effect as of the date of initial attachment, or if modified, the date of such last modification unless a newer version of the Engineering Standards or applicable agency order requires modification of existing Attachments.
- 1.8 Horizontal Extension Arm: means a bracket extension arm attached to a Pole for the purpose of suspending cables or conductors at a distance from a Pole.
- 1.9 Make-Ready Survey: means all work or operations required by the Engineering Standards or Utility to determine the Make-Ready Work necessary to accommodate the attachment of Licensee's Communications Facilities to a Pole. Such work includes, but is not limited to, field inspection, loading calculations, and administrative processing by Utility.
- 1.10 Make-Ready Work: means all work, as reasonably determined by Utility, required to accommodate the attachment of Licensee's Communications Facilities and/or to comply with the Engineering Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Utility Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), Pole strengthening, and construction (such as Pole replacement).
- 1.11 Occupancy: means the use or specific reservation of space for Attachments on the same Pole.
- 1.12 Overlash: means to place an additional wire or cable facility onto an existing Attachment.
- 1.13 Permit: means written or electronic authorization of Utility for Licensee to make and maintain Attachments to specific Poles pursuant to the requirements of this Agreement.

- 1.14 Permit Application: means the application Licensee submits to Utility in order to obtain authorization to place Communications Facilities on a Pole or other Utility Facilities. See **Appendix D**.
- 1.15 Pole: means a pole owned by Utility that is used for the distribution of electricity or the provision of Communications Services.
- 1.16 Post-Construction Inspection: means all work or operations performed to measure and/or observe Licensee's Attachments shortly after installation to determine that the Attachments have been constructed in accordance with the Engineering Standards and this Agreement.
- 1.17 Riser: means a metallic or plastic encasement placed vertically on the Pole to guide and protect wires and cables.
- 1.18 Tag: means to place distinct markers on wires and cables, coded by color or other means specified by Utility, that will readily identify the type of Attachment and its owner.
- 1.19 Simple Make-Ready Work: means Make-Ready Work involving only the rearrangement of existing Attachments within the communications space on a Pole (including use of a Horizontal Extension Arm, including a stand-off bracket, where approved by Utility), provided that such rearrangement can be done without any reasonable expectation of a service outage or facility damage and that, where Licensee does not have a right pursuant to applicable law to rearrange the facilities of other Attaching Entities, Licensee has a separate written agreement with the affected Attaching Entity that permits Licensee to perform such rearrangement of that Attaching Entity's Attachments (Licensee shall, upon request, provide Utility with certification of the existence of such written agreement).
- 1.20 Unauthorized Attachment: means the placement of Communications Facilities on a Pole for which Licensee has not obtained a required Permit.
- 1.21 Utility Facilities: means all personal property and real property owned or controlled by Utility, including the Poles.
- 1.22 Wireless Facilities: means equipment at a fixed location that enables Wireless Service between user equipment and a wireless network.
- 1.23 Wireless Service: means any service using licensed or unlicensed wireless spectrum, including the use of a public Wi-Fi network (e.g., a network that is available to the public and not located at a residence or commercial establishment), whether at a fixed location or by means of a mobile device, that is provided using Wireless Facilities.

ARTICLE 2 SCOPE OF AGREEMENT

- 2.1 Grant of License. Subject to the provisions of this Agreement and to Licensee's application for and receipt of a Permit (where such a Permit is required by this Agreement), Utility hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain its Communication Facilities on certain Poles for the purpose of offering Communications Services. This Agreement is not a license to use any public right-of-way under the jurisdiction of the City of Plymouth.
- 2.2 Permitted Uses. Throughout the term of this Agreement, Licensee shall use the Poles only for the provision of Communications Services. No other use of the Poles by Licensee (including the provision of Wireless Services) shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use any Pole after the termination of this Agreement, except as expressly permitted by Sections 20.3 and 21.2 of this Agreement. In the event Licensee desires to attach Wireless Facilities to a Pole, Licensee must enter into a separate wireless attachment agreement with Utility.
- 2.3 Parties Bound by Agreement. Licensee and Utility agree to be bound by all provisions of this Agreement and of the Permit(s) issued pursuant to this Agreement.
- 2.4 Permit Issuance Conditions. Utility will issue one or more Permits to Licensee only when Utility determines, in its sole judgment, reasonably exercised on a non-discriminatory basis, that (i) it has sufficient capacity to accommodate the attachment request, (ii) Licensee meets all requirements set forth in this Agreement, and (iii) the affected Poles can safely accommodate the proposed Attachments consistent with the Engineering Standards.
- 2.5 Reserve Capacity. Access to space on a Pole will be made available to Licensee with the understanding that such access is to Utility's reserve capacity. On giving Licensee at least 90 days' prior written notice, Utility may reclaim such reserve capacity anytime during the five-year period following the installation of Licensee's Attachment if required for Utility's future electric service use, including the attachment of communications lines for internal Utility operational requirements. Utility will inform Licensee of any plans Utility may have to use such reserve capacity at the time Licensee submits its Permit Application, but this requirement shall not be a prerequisite to Utility's exercise of its right to reclaim capacity. On giving Licensee notice that it will reclaim reserve capacity, Utility will give Licensee the option to remove its Communications Facilities from the affected Pole(s) or to pay the cost of any Make-Ready Work needed to expand capacity so that Licensee can maintain its Communications Facilities on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 10).
- 2.6 No Interest in Property. No use, however lengthy, of any Utility Facilities and no payment of any fees or charges required under this Agreement shall create or vest in

Licensee any easements or other ownership or property rights of any nature in any portion of such Utility Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Utility's rights to any Utility Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a mere licensee.

2.7 Licensee's Right to Attach.

2.7.1 Nothing in this Agreement, other than a Permit issued pursuant to Article 6, or as otherwise provided by Section 6.1.1, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole or to compel Utility to grant Licensee the right to attach to any specific Pole.

2.7.2 Nothing in this Agreement shall be construed to grant any entity other than Licensee (whether an Affiliate of Licensee or an unaffiliated entity) the right to attach to a Pole or any other Utility Facilities without entering into a license agreement with Utility and receiving a permit pursuant to such agreement.

2.7.3 Except as expressly provided in Sections 20.3 and 21.2, nothing in this Agreement shall be construed to require Utility to allow Licensee to use any Poles after termination of this Agreement.

2.8 Necessity of Authorizations. Licensee is obligated to obtain all necessary certifications, permits, and franchises from federal, state, and local authorities for the installation and operation of its Communications Facilities prior to attaching to any Pole, including permits from the City of Plymouth for use of the right-of-way.

2.9 Utility's Rights over Poles. The parties agree that this Agreement does not in any way limit Utility's right to locate, operate, maintain, or remove its Poles in the manner that it reasonably believes will best enable it to fulfill its own service requirements.

2.10 Expansion of Capacity. Utility will take reasonable steps to expand Pole capacity when necessary to accommodate Licensee's attachment request. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Utility to install, retain, extend, or maintain any Pole for use by Licensee when such Pole is not needed for Utility's own service requirements.

2.11 Other Agreements. Except as provided herein, nothing in this Agreement shall restrict or prohibit Utility from fulfilling any agreement or arrangement regarding any Pole into which Utility has previously entered with others not party to this Agreement or into which Utility may enter in the future with others not a party to this Agreement so long as such future agreement does not materially adversely affect Licensee's rights hereunder.

2.12 No Unlawful Discrimination. Utility agrees that it will not permit any attachment of Communications Facilities to any Pole under more favorable or less burdensome terms or conditions than those afforded Licensee hereunder, provided that Licensee and the other Attaching Entities are similarly situated.

- 2.13 Overlashing. The following provisions will apply to Overlashing:
- 2.13.1 Permits are required for all Overlashing and are to be obtained pursuant to Article 6. Absent such authorization, Overlashing constitutes an Unauthorized Attachment and is subject to removal or, at Utility’s discretion, imposition of an Unauthorized Attachment Charge, as specified in **Appendix A**.
- 2.13.2 If Licensee demonstrates that the Overlashing of Licensee’s Attachment(s) is required to accommodate Licensee’s Communications Facilities, Permits shall not be unreasonably withheld or delayed by Utility if such Overlashing can be done consistent with Section 2.4. Overlashing performed under this Section 2.13 shall not increase the Attachment Fee paid by Licensee pursuant to **Appendix A**. Licensee shall, however, be responsible for all Make-Ready Work and other charges associated with the Overlashing.
- 2.13.3 At Licensee’s request, Utility may allow Overlashing to accommodate facilities of a third party (including Licensee’s Affiliates). In such circumstances, the third party must enter into a license agreement with Utility, obtain the appropriate permits, and pay a separate attachment fee as well as the costs of all Make-Ready Work required to accommodate the Overlashing. Utility shall not grant such permits to third parties allowing Overlashing of Licensee’s Communications Facilities without Licensee’s consent.
- 2.13.4 The Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.

ARTICLE 3 FEES AND CHARGES

- 3.1 Fee Schedule. Licensee shall pay to Utility the fees and charges specified in **Appendix A** and shall comply with the terms and conditions regarding payments as specified in this Agreement. Any change in fees or charges shall be as set forth in **Appendix A**.
- 3.2 Annual Attachment Fee. Licensee shall pay to Utility an annual “**Attachment Fee**” on a per-Pole basis at the rate specified in **Appendix A**. Utility shall invoice Licensee for such Attachment Fee annually on a backward-looking basis, billing Licensee in December for the annual Attachment fee due for that calendar year’s billing cycle (January 1 – December 31) (“Billing Cycle”). The Attachment Fee shall commence as of the beginning of the Billing Cycle during which the Permit for such Attachment was issued.
- 3.3 One-Time Contract Administration Fee. Upon execution of this Agreement, Licensee shall pay Utility a one-time contract administration fee as specified in **Appendix A**.
- 3.4 Payment. Licensee shall pay invoices for any fee or charge specified in **Appendix A** or elsewhere in this Agreement within 45 days after Licensee’s receipt thereof.

- 3.5 Late Charge. If Licensee fails to pay any amount owed under this Agreement within 30 days after it becomes due, Licensee shall pay interest to Utility, at the rate of one and a half percent (1.5%) per month, on the amount due, unless otherwise prohibited by state law.
- 3.6 Payment of Make-Ready Work. Licensee will be responsible to pay Utility for all Make-Ready Work required to accommodate the attachment of Licensee's Communications Facilities (including Overlashes).
- 3.7 Advance Payment.
- 3.7.1 Utility may require Licensee to pay in advance Utility's reasonable estimate of the costs of any work to be done or contracted for by Utility pursuant to this Agreement or in connection with Licensee's Communications Facilities, in which case Utility will not schedule or commence such work until payment of the estimated costs have been received. Alternately, Utility may choose not to require advance payment, and instead invoice Licensee for the cost of such work after it is completed.
- 3.7.2 Wherever Utility at its discretion requires advance payment of estimated expenses prior to the undertaking of an activity under this Agreement and the actual cost of such activity exceeds the estimated cost, Licensee agrees to pay Utility for the difference in cost if that amount exceeds the amount stated in the latest version of Wis. Admin. Code § PSC 113.1009.
- 3.8 Determination of Charges. Wherever this Agreement requires Licensee to pay for work done or contracted by Utility, the charge for such work shall include all reasonable material, labor, engineering, and administrative costs and applicable overheads. Unless otherwise provided elsewhere in this Agreement, Utility shall bill its services based on actual costs, and such costs will be determined in accordance with Utility's cost accounting system used for recording capital and expense activities.
- 3.9 Work Performed by Utility. Wherever this Agreement requires Utility to perform any work, Licensee acknowledges and agrees that Utility may, in its sole discretion, use its own employees or contractors, or any combination of the two, to perform such work.
- 3.10 Failure to Timely Transfer or Remove Facilities Charge /Force Majeure. Licensee's timely performance of transfers and removal of its Communications Facilities when required to do so under this Agreement is essential to this Agreement. However, Utility shall not impose on Licensee a Failure to Timely Transfer or Remove Facilities Charge for reasonable delays in performing such obligations to the extent the delay is caused by an event of Force Majeure. The event of Force Majeure may permit a reasonable delay in Licensee's performance those obligations but does not excuse its obligations to complete performance under this Agreement. As used in this Section 3.10, "**Force Majeure**" means: fires; epidemics; pandemics; floods, hurricanes, tornadoes, ice storms and other natural disasters; and explosions, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority; unavailability or delays in procuring labor,

equipment, materials or other supplies and which Licensee is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions (such as inflation, interest rates, economic downturn, or other factors of general application) or an event that merely makes performance more difficult, expensive, or impractical. This relief is not applicable unless (i) Licensee uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure and (ii) provides Utility with prompt written notice of the cause and its anticipated effect.

ARTICLE 4 SPECIFICATIONS

- 4.1 Installation/Maintenance of Communications Facilities. Licensee shall be responsible for the installation, maintenance, and repair of its Communications Facilities, which shall be installed and maintained in accordance with the Engineering Standards. Utility reserves the right to have its inspector on-site at the time Attachments are made, at no additional cost to Licensee.
- 4.2 Tagging. Licensee shall Tag all of its Communications Facilities as specified in **Appendix B** upon installation of such facilities. If, after written notice and a 30-day opportunity to cure, Licensee fails to Tag its Communications Facilities in accordance with this Section 4.2, such failure will be considered a violation of the Engineering Standards.
- 4.3 Interference. Licensee shall not allow its Communications Facilities to impair the ability of Utility or any third party to use any Pole, nor shall Licensee allow its Communications Facilities to interfere with the use or operation of any Utility Facilities or the Attachments of any authorized user of a Pole.
- 4.4 Protective Equipment. Utility shall, where necessary, install adequate protective equipment on its Utility Facilities to ensure the safety of people and facilities. Licensee shall, at its own expense, install industry-standard protective devices designed to handle the voltage and current on its Communications Facilities in the event of contact with the supply conductor. Except as provided in Section 14.1, Utility shall not be liable for any actual or consequential damages to Licensee's Communications Facilities or Licensee's customers' facilities.
- 4.5 Violation of Specifications. If Licensee's Communications Facilities, or any part thereof, are installed, used, or maintained in violation of this Agreement and if Licensee has not corrected the violation within 30 days from receipt of written notice of the violation from Utility, Utility may, at its own option, correct such conditions. Utility will notify Licensee in writing prior to performing such work whenever practicable. When Utility reasonably believes, however, that such violation poses an immediate threat to the safety of any person, interferes with the performance of Utility's service obligations, or poses an immediate threat to the physical integrity of Utility Facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, however, Utility will advise Licensee of the

work performed or the action taken. Licensee shall be responsible for paying Utility 125% of the actual cost Utility incurs taking action under this Section 4.5. Utility shall not be liable for damage to Licensee's Communications Facilities except to the extent provided in Section 14.1.

- 4.6 Effect of Failure to Exercise Access Rights. If Licensee does not exercise the right granted pursuant to a Permit by commencing construction of its Attachments within 90 days of the effective date of the Permit or any extension thereof, Licensee shall lose the right to use the affected Pole space and the Permit shall automatically terminate. In such instances, Utility shall endeavor to make other space available to Licensee, upon written request, as soon as reasonably possible. Utility shall grant an extension and Licensee shall not lose its right to use the affected Pole space where Licensee reasonably demonstrates that events beyond its control prevented Licensee from exercising any such access right.
- 4.7 Removal of Nonfunctional Attachments. At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service ("**Nonfunctional Attachment**") as provided in this Section 4.7. Except as otherwise provided, Licensee shall remove Nonfunctional Attachments within one year of the Attachment becoming nonfunctional, unless Licensee receives written notice from Utility that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove such Nonfunctional Attachment within 60 days of receiving the notice. Where Licensee (i) has received a Permit to Overlash an Attachment which at the time of Overlash would be a Nonfunctional Attachment and (ii) Licensee notified Utility in its Permit Application that the Attachment to be Overlashed was a Nonfunctional Attachment, such Nonfunctional Attachment may remain in place until Utility notifies Licensee that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s). If Licensee fails to remove a Nonfunctional Attachment within the time period set out in this Section 4.7, Utility may remove the Nonfunctional Attachment using its own personnel or a contractor and charge Licensee 125% of the actual cost incurred by Utility. Utility shall not be liable for damage to Licensee's Communications Facilities, except to the extent provided in Section 14.1. If Licensee fails to timely remove the Nonfunctional Attachments, and only after Utility has provided written notice of such failure, the affected Attachments shall be subject to the Failure to Timely Transfer or Remove Facilities Charge set out in Appendix A until the affected Attachments are actually removed, whether by Licensee or Utility.

ARTICLE 5 PRIVATE AND REGULATORY COMPLIANCE

- 5.1 Necessary Authorizations. Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate, and/or maintain its Communications Facilities on public and/or private property before it occupies any portion of a Pole. Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are

not limited to, its obligation to obtain all necessary approvals to occupy public/private rights-of-way and to pay all costs associated therewith. Licensee shall defend, indemnify, and reimburse Utility for all loss and expense, including reasonable attorneys' fees, that Utility may incur as a result of claims by third-party governmental bodies, owners of private property, or other persons, who assert that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities to a Pole or Poles, provided that Utility shall promptly give Licensee notice of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim after Utility receives written notice of the claim, action, suit, or proceeding.

- 5.2 Lawful Purpose and Use. Licensee's Communications Facilities must at all times serve a lawful purpose, and Licensee's use of such facilities must comply with all applicable local, state, and federal laws, regulations, rules, and ordinances.
- 5.3 Utility's Rights. Utility may deny Licensee's request for a Permit to attach to a Pole if granting the request would result in a forfeiture of Utility's right to maintain its Pole in its current location. Utility may also revoke a Permit if the presence of Licensee's Communications Facilities on a Pole would cause such a forfeiture. In that event, Licensee shall promptly remove its Communications Facilities upon receipt of written notice from Utility, provided, however, that Utility, if it is able to do so, shall provide an extension of such removal deadline to permit Licensee an opportunity to either challenge the forfeiture or seek additional rights to prevent such forfeiture. Such notice shall provide an explanation as to the Utility's potential forfeiture of its right to maintain the Pole at issue. If Licensee fails to remove its facilities within 30 days after Licensee's receipt of the written notice or such other longer time period as the parties may agree or that may be required by Licensee to challenge such forfeiture or obtain such additional rights to prevent such forfeiture, Utility may remove Licensee's Communications Facilities using its own personnel or a contractor and charge Licensee 125% of the actual cost incurred by Utility. Utility shall not be liable for damage to Licensee's Communications Facilities, except to the extent provided in Section 14.1. If Licensee fails to timely remove the Communications Facilities, the affected Attachments shall be subject to the Failure to Timely Transfer or Remove Facilities Charge set out in Appendix A until the affected Attachments are actually removed, whether by Licensee or Utility.
- 5.4 Effect of Consent to Construction/Maintenance. Utility's consent to the construction or maintenance of any of Licensee's Attachments shall not be deemed to be an acknowledgment that Licensee has the necessary authority to construct or maintain any such Attachments. It is Licensee's responsibility to obtain all necessary approvals from all appropriate parties or agencies.

ARTICLE 6 PERMITTING AND NOTIFICATION PROCEDURES

- 6.1 Permit Required. Licensee shall not install or modify any Attachments on any Pole without first applying for and obtaining a Permit, pursuant to the applicable requirements

of **Appendix B**, **Appendix D**, and **Appendix E**. Attachments to or rights to occupy other Utility Facilities not covered by this Agreement must be separately negotiated.

6.1.1 Exception for Service Drops.

6.1.1.1 No Permit is required for installation or modification of a service drop (including a riser associated with an underground service drop) on a Pole on which Licensee already has an existing permitted Attachment. Licensee shall also provide email notice of all such service drops installed on a monthly basis.

6.1.1.2 Licensee shall not be required to submit a Permit Application and may attach a service drop to a Pole on which Licensee does not have an existing permitted Attachment. Licensee shall provide notice of such attachment within thirty (30) days following installation. Utility may, within thirty (30) after receiving the notice of installation, give Licensee notice that it must submit a Permit Application for the service drop attachment. Licensee shall have ninety (90) days after receipt of the notice to either submit the Permit Application or remove the service drop attachment. If a Permit Application is submitted, the Attachment shall continue to be deemed permitted until the Permit Application review and issuance process has been completed.

6.1.2 Permits for Modifications or Overlashing. Except as provided in Section 6.1.1, Permits are required for any modifications to permitted Attachments allowed under this Agreement, including Overlashing, as set out in Section 2.13. Licensee, Licensee's Affiliate, or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such modifications or Overlashing.

6.1.3 Removal. No Permit is required for removal of an existing permitted Attachment. However, except when removal is initiated at the request of Utility, Licensee shall provide at least 30 days' written notice to Utility with a list of the Attachments Licensee plans to remove, along with an anticipated work schedule for such removal.

6.2 Make-Ready Survey. As part of the Permit Application process, Licensee shall perform a Make-Ready Survey (including loading calculations for each Pole to which Licensee seeks to attach) and identify whether each Pole would require: (i) no Make-Ready Work; (ii) only Simple Make-Ready Work; or (iii) Make-Ready Work that is not exclusively Simple Make-Ready Work. Utility shall review Licensee's determinations, using its own personnel or a contractor, and charge Licensee for the reasonable cost of such review. If the participation of another Attaching Entity is required for a Make-Ready Survey, Licensee shall coordinate and be responsible for obtaining that Attaching Entity's participation. Utility agrees to cooperate with Licensee to coordinate and facilitate the Attaching Entity's review and approval of any proposed Licensee Attachment. Licensee shall pay all actual and reasonable third-party Attaching Entity costs related to the Make-

Ready Survey. As part of the Make-Ready Survey, Licensee must certify that Licensee's Communications Facilities can be installed on the identified Poles in compliance with the Engineering Standards. Such certification must be made by one of the following: (i) professional engineer with experience with electric utility facilities; (ii) a member of Licensee's engineering department with experience with electric utility facilities; or (iii) a person who has been preapproved by Utility to provide such certification on Licensee's behalf. Utility shall waive the requirements of this Section 6.2 with respect to service drops for which no Permit is required under Section 6.1.1.

- 6.3 Utility Review of Permit Application. Licensee shall attempt to, to the extent practicable, limit Permit Applications to include Attachments to 100 or fewer Poles. Utility shall use commercially reasonable efforts to act on a Permit request within 45 days of the receipt of a complete and properly executed Permit Application. In the event that Licensee has pending Permit Applications for Attachments to more than 500 Poles, Utility shall process pending Permit Applications on a first-in, first-out basis but may toll the 45-day review period with respect to the most recently submitted Permit Application(s) that cause the number of Poles under review to exceed 500. The tolling shall continue until the Permit Applications submitted prior to the tolled Permit Applications have been processed, thereby bringing the number of Poles subject to Permit Applications under review to 500 or fewer Poles. A complete Permit Application includes the application form attached as **Appendix D**, a route map, the information required in **Appendix E**, installation plans, and a complete Make-Ready Survey and the certification required by Section 6.2. Utility shall use commercially reasonable efforts to provide notice to Licensee within 10 to 15 business days of receipt if a submitted Permit Application is not complete and the information that is missing. Upon receipt of a complete and properly executed Permit Application, Utility will review the Permit Application as promptly as possible and discuss any issues with Licensee, including unusual engineering or Make-Ready Work requirements associated with the Permit Application. Utility's acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis.
- 6.4 Expedited Process. Utility shall cooperate with Licensee to expedite the permitting process where the proposed Attachment is necessary to restore service or prevent an imminent service outage on Licensee's system.
- 6.5 Make-Ready Work. If Make-Ready Work is required to accommodate the attachment of Licensee's Communications Facilities to a Pole, such work shall be paid for and performed in accordance with Article 7.
- 6.6 Permit as Authorization to Attach. Upon completion of the Make-Ready Work (or upon Utility's approval of the Permit Application, if no Make-Ready Work is necessary), Utility will sign and return the Permit Application, which shall serve as authorization for Licensee to attach its Communications Facilities in accordance with the terms of the approved Permit Application and this Agreement.
- 6.7 Post-Construction Inspection. Within 30 days after installation is complete, Licensee's professional engineer or a Utility-approved employee or contractor of Licensee (such

approval shall not be unreasonably delayed or denied) shall submit written certification that he or she completed the Post-Construction Inspection of the new or modified Attachments and that the installation was done in accordance with the provisions of the Permit, the Engineering Standards, and this Agreement. Utility shall also have the right to conduct a Post-Construction Inspection of Licensee's Attachments at Licensee's expense no later than 30 days after receipt of such written certification.

- 6.8 Hiring of Contract Engineering Services. If Utility engages a third-party engineer or engineering firm (“**Utility Engineer**”) to perform any of the activities required by the submission of a Permit Application (the reasonable and necessary cost of which is Licensee's responsibility under this Agreement) and if Utility Engineer cannot perform such activities within the timelines set forth in this Agreement, Utility shall provide notice of such delay to licensee within fifteen (15) business days of the filing of the applicable Permit Application. After receiving such notice, Licensee may, by providing prompt written notice to Utility, make, at Licensee's sole cost and expense, the services of another qualified third-party engineer available to Utility, subject to Utility's approval, which approval shall not be unreasonably withheld or delayed.

ARTICLE 7 MAKE-READY WORK AND INSTALLATION

- 7.1 Estimate for and Payment of Make-Ready Work. In the event Utility determines after review of the Permit Application that it can accommodate Licensee's attachment request, including Overlapping of an existing Attachment, Utility will advise Licensee whether any Make-Ready Work is necessary to accommodate attachment to the affected Poles. At Licensee's option, Simple Make-Ready Work shall be performed at Licensee's sole cost and expense by a contractor hired by Licensee and approved by Utility, provided that such approval will not be unreasonably delayed, conditioned, or withheld. All other Make-Ready Work (including any Simple Make-Ready Work that Licensee does not elect to perform) will be performed by Utility or its contractor. Pursuant to Section 3.6, Licensee will be performed by Utility or its contractor required to accommodate Licensee's Communications Facilities. Pursuant to Section 3.7, Utility shall provide an estimate of charges to perform the necessary Make-Ready Work, and Licensee shall pay such charges before Utility commences the Make-Ready Work.
- 7.2 Who May Perform Make-Ready Work. Make-Ready Work shall be performed only by Utility or a contractor authorized by Utility to perform such work. If Utility cannot perform its portion of the Make-Ready Work to accommodate Licensee's Communications Facilities within 90 days of Licensee's attachment request, Licensee may, with Utility's written consent, employ a contractor approved by Utility to perform such work.
- 7.3 Scheduling of Make-Ready Work.
- 7.3.1 If Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's normal work hours, Licensee agrees to pay any resulting

increased costs. Nothing herein is intended, however, to require Utility to perform Licensee's work before Utility's other scheduled work.

7.3.2 If Licensee is to perform the Simple Make-Ready Work, it shall provide email notice of its anticipated work schedule to Utility at the same time it provides such notice to the other affected Attaching Entities. If no other Attaching Entities are affected by the proposed work, then Licensee shall provide email notice to Utility as much in advance as is reasonably practicable. If such planned work conflicts with work Utility has planned, Utility will provide Licensee with notice of such conflict, and Licensee shall adjust its work schedule accordingly.

7.4 Licensee's Installation/Removal/Maintenance Work.

7.4.1 All of Licensee's installation, removal, and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of the Poles or Utility Facilities or any other facilities or equipment attached thereto.

7.4.2 All of Licensee's installation, removal, and maintenance work performed on any Pole or in the vicinity of other Utility Facilities, by either Licensee's own employees or its contractors, shall be in compliance with the Engineering Standards. Licensee shall assure that any person installing, maintaining, or removing Licensee's Communications Facilities be duly qualified and familiar with the Engineering Standards, the provisions of Article 15 (Duties, Responsibilities, and Exculpation) and Article 16 (Insurance), and the minimum design specifications contained in **Appendix B**.

**ARTICLE 8
POLE-TO-POLE TRANSFERS**

8.1 Required Transfers of Licensee's Communications Facilities. In the event Utility decides to replace a Pole on which Licensee maintains Communications Facilities, Licensee must transfer its Communications Facilities at its own expense within 40 days after receiving written notice from Utility that a replacement Pole is available to receive Licensee's Communications Facilities. If Licensee fails to transfer its Communications Facilities within that 40-day period or any extension thereof granted by Utility, Utility may transfer Licensee's Communications Facilities using its own personnel or a contractor and charge Licensee 125% of the actual cost incurred by Utility. Utility shall not be liable for damage to Licensee's Communications Facilities except to the extent provided in Section 14.1. If Licensee fails to transfer its Communications Facilities within the required time period, the affected Attachments shall be subject to the Failure to Timely Transfer or Remove Facilities Charge set out in **Appendix A** until the transfer actually occurs, whether performed by Licensee or Utility.

8.2 Emergency Transfers. When Utility reasonably determines that a transfer of Licensee's Communications Facilities is immediately necessary, Licensee agrees to allow such transfer. In such instances, Utility will, at its option, perform the transfer using its

personnel or contractors. Utility shall not be liable for damage to Licensee's Communications Facilities except to the extent provided in Section 14.1. Utility shall provide written notice to Licensee of any such actions taken within 10 days of the transfer.

**ARTICLE 9
REMOVAL OF POLES AND OVERHEAD
TO UNDERGROUND CONVERSIONS**

- 9.1 Removal of Poles. If Utility desires at any time to take out of service any Poles on which Licensee has Attachments, Utility shall give Licensee notice in writing to that effect at least 40 days prior to the date on which it intends to remove such Poles. If, following the expiration of this time period or any extension thereof granted by Utility, Licensee has not yet removed all of its Communications Facilities from the Pole, Utility may remove such Communications Facilities using its own personnel or a contractor and charge Licensee 125% of the actual cost incurred by Utility. Utility shall not be liable for damage to Licensee's Communications Facilities, except to the extent provided in Section 14.1. If Licensee fails to timely remove the Attachments, the affected Attachments shall be subject to the Failure to Timely Transfer or Remove Facilities Charge set out in Appendix A until the affected Attachments are actually removed, whether by Licensee or Utility.
- 9.2 Required Removal of Poles. Upon receipt of as much notice as is reasonably practicable, but in no event less than 30 days' prior written notice, from Utility to Licensee that any Pole must be removed by reason of any federal, state, county, municipal, or other governmental requirement, or the requirement of a property owner, the Permit covering the use of such Pole shall terminate upon removal of the Pole and Licensee's Communications Facilities shall be removed promptly from the Pole(s). If Licensee fails to remove its Communications Facilities from such Pole(s) within the prescribed time period, Utility may remove Licensee's Communications Facilities, using its own personnel or a contractor, at the same time Utility removes the affected Pole(s), and Utility may charge Licensee 125% of the actual costs incurred by Utility. Utility shall not be liable for damage to Licensee's Communications Facilities, except to the extent provided in Section 14.1. If Licensee fails to timely remove its Communications Facilities, the affected Attachments shall be subject to the Failure to Timely Transfer or Remove Facilities Charge set out in Appendix A until the affected Attachments are actually removed, whether by Licensee or Utility.
- 9.3 Overhead to Underground Conversions. When Utility is planning to decommission and remove a Pole on which Licensee maintains Communications Facilities because Utility intends to convert an overhead electric distribution line to underground, Utility shall give written notice to Licensee of the planned conversion as soon as is reasonably practicable. Once Utility has determined the work schedule for such conversion, Utility shall provide to Licensee written notice of the work schedule, including the date by which Licensee must, at its own expense, remove its Communications Facilities from the affected Poles. If Licensee fails to remove its Communications Facilities within this time period or any extension thereof granted by Utility, Utility may remove Licensee's Communications

Facilities from such Poles using its own personnel or a contractor and charge Licensee 125% of the actual cost incurred by Utility. Utility shall not be liable for damage to Licensee's Communications Facilities, except to the extent provided in Section 14.1. If Licensee fails to timely remove its Communications Facilities, the affected Attachments shall be subject to the Failure to Timely Transfer or Remove Facilities Charge set out in **Appendix A** until the affected Communications Facilities are actually removed, whether by Licensee or Utility. Utility shall give Licensee the option to relocate its Communications Facilities underground in the same manner as Utility Facilities are relocated (i.e., installation via open trench or directional boring) provided that Licensee provides all necessary equipment and materials for such work to Utility's contractor so that the contractor may install each party's respective facilities at the same time. Utility will provide Licensee a good faith estimate of its share of such costs and will invoice Licensee for its share of the contractor's costs in performing the work.

ARTICLE 10 ALLOCATION OF COSTS

- 10.1 Allocation of Costs. The costs for any rearrangement or transfer of Licensee's Communications Facilities or the modification or replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility or Licensee or other Attaching Entity on the following basis:
- 10.1.1 If Utility intends to modify or replace a Pole with a taller Pole solely for its own requirements, it shall be responsible for the costs related to the modification or replacement of the Pole, and Licensee shall be responsible for the costs associated with the rearrangement or transfer of its own Communications Facilities. Prior to making any such modification or replacement, Utility shall provide Licensee prior written notice in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Attachment. If Licensee elects to add to or modify its Communications Facilities and make use of the additional space available on the Pole because of additional space becoming available on such Pole after receiving such notice, Licensee shall bear a pro-rata share of the costs incurred by Utility in making the space on the Pole accessible to Licensee. The notification requirement of this Section 10.1.1 shall not apply to routine maintenance or emergency situations.
 - 10.1.2 If the modification or replacement of a Pole is necessitated by Licensee's requirements, Licensee shall be responsible for the costs related to the modification or replacement of the Pole and for the costs associated with the transfer or rearrangement of any other Attaching Entity's Attachments. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Attachments pursuant to this provision.
 - 10.1.3 If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching

Entity other than Utility or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement and such Attaching Entity shall be responsible for the costs associated with transferring or rearranging Licensee's Communications Facilities except as otherwise provided in this Agreement. If such rearrangement can be accomplished as Simple Make-Ready Work, then it may be performed by Licensee, subject to Article 7. If such transfer or rearrangement requires performance of any other Make-Ready Work, then Utility or its contractor shall perform such work. Except as otherwise provided in this Agreement, Licensee shall not be required to make any transfer or rearrangement at the request of another Attaching Entity unless and until the other Attaching Entity has made arrangements in writing with Licensee to pay for the cost of the transfer or rearrangement.

- 10.1.4 If a Pole must be modified or replaced for other reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), Utility shall pay the costs of such modification or replacement; provided however, that Licensee shall be responsible for the costs of rearranging or transferring Licensee's Communications Facilities.
- 10.2 Treatment of Multiple Requests for Same Pole. If Utility receives Permit Applications for the same Pole from two or more prospective licensees within 60 days of each other and if accommodating their respective requests would require modification or replacement of the Pole, Utility will evenly allocate among such licensees the applicable costs associated with such modification or replacement.
- 10.3 Strengthening/Guying. Any strengthening of any Poles through the use of guying to accommodate Licensee's Attachments shall be provided by Licensee at Licensee's expense and to the satisfaction of Utility as specified in **Appendix B**.
- 10.4 Utility Not Required to Relocate. No provision of this Agreement shall be construed to require Utility to relocate Utility Facilities on a Pole for Licensee's benefit.

ARTICLE 11 TERMINATION OF PERMIT

- 11.1 Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole covered by the Permit or when Licensee surrenders a Permit pursuant to Section 11.2.
- 11.2 Surrender of Permit. Licensee may at any time surrender any Permit for any of its Attachments and may remove its Communications Facilities from the affected Pole(s), provided, however, that before commencing any such removal, Licensee must obtain Utility's written approval of Licensee's plans for removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be

completed provided that such approval shall not be unreasonably delayed, conditioned or withheld. All such work is subject to the insurance requirements of Article 16. No refund of any fees or costs will be made upon removal.

- 11.3 Termination of Agreement. Any Permit issued pursuant to this Agreement shall automatically terminate upon termination of this Agreement.

ARTICLE 12 INSPECTIONS OF LICENSEE'S FACILITIES

- 12.1 Utility's Right to Inspect Attachments. Utility has the right at any time to inspect Licensee's Attachments. The purpose of the inspection will be to determine whether Licensee's Attachments comply with the Engineering Standards. Utility will give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received, in which case Utility will notify Licensee via telephone and follow up with written notice within five days thereafter. Licensee may have its own personnel present during any such inspections.
- 12.2 Inspection Costs. Licensee shall reimburse Utility for the actual costs Utility incurs in inspecting any of Licensee's Attachments when the inspection reveals a failure to comply with the Engineering Standards.
- 12.3 Duty of Full Compliance. Licensee agrees to bring any of its Attachments into full compliance with the Engineering Standards, at its sole expense, in the event that an inspection results in a finding by Utility that such Attachment does not fully comply with the Engineering Standards. Licensee shall bring such Attachment(s) into compliance with this Agreement within 30 days of receipt of notice from Utility or within such other time period agreed to by the parties.
- 12.4 No Liability. The making of any inspections under this Article 12, or the failure to do so, shall not operate to impose upon Utility any liability of any kind whatsoever or relieve Licensee of any responsibility, obligation, or liability whether assumed under this Agreement or otherwise existing.

ARTICLE 13 UNAUTHORIZED OCCUPANCY OR ACCESS

- 13.1 Unauthorized Attachment Charge. If any of Licensee's Attachments are found occupying any Pole without a valid Permit, Utility, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Attachment Charge (as specified in **Appendix A**), which charge shall be paid based on one year's presumed occupancy. In the event Licensee fails to pay such charge within 30 days of receiving notification thereof, Utility has the right to remove such Communications Facilities using its own personnel or a contractor and charge Licensee 125% of the actual costs incurred by Utility upon the provision of 30-day advance written notice. Utility shall not be liable for damage to Licensee's Communications Facilities except to the extent provided in Section

14.1. Upon payment of the Unauthorized Attachment Charge, Licensee may seek a Permit for any such Unauthorized Attachment.

- 13.2 Mutual Mistake. Notwithstanding Section 13.1, in the case of a mutual mistake where the Attachment Fee has been paid for an Unauthorized Attachment and neither party recognized the failure to procure an initial Permit, Utility will not charge Licensee an Unauthorized Attachment Charge, but instead shall provide notice of the Unauthorized Attachment to Licensee and Licensee may seek a Permit for the Unauthorized Attachment. If Licensee does not submit a Permit application within 30 days of receipt of the notice or if the Permit application is denied, Licensee shall remove its Communications Facilities from the affected Pole pursuant to the timelines and procedures set out in Section 20.3, calculated as if the day of termination were the later of (i) 30 days after receipt of notice of the Unauthorized Attachment or (ii) the day the Permit application is denied.
- 13.3 No Ratification of Unauthorized Attachment. No act or failure to act by Utility with regard to such Unauthorized Attachment shall be deemed as ratification of the Unauthorized Attachment. If any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations, and responsibilities of this Agreement in regard to such Unauthorized Attachment from its inception.

ARTICLE 14 LIABILITY AND DAMAGES

- 14.1 Liability. Each party to this Agreement shall exercise reasonable caution to avoid damaging the other party's facilities and shall make an immediate report to the other of the occurrence of any such damage caused by the reporting party's employees, agents, or contractors. Subject to Section 14.5, Utility agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of Licensee's Communications Facilities damaged by the negligence or willful misconduct of Utility, its employees, agents, or contractors. Licensee also agrees to reimburse Utility for all reasonable costs incurred by Utility for the physical repair of Utility Facilities damaged by the negligence or willful misconduct of Licensee, its employees, agents, or contractors. Neither party, however, shall be liable to the other party for any fines, penalties, claims, or damages stemming from the interruption of or interference with the other party's service (including without limitation special, indirect, punitive, or consequential damages).
- 14.1.1 Licensee further agrees, subject Section 14.1.2: (i) to reimburse any Attaching Entity that is not a party hereto for all reasonable costs incurred by that non-party Attaching Entity for the physical repair of that non-party Attaching Entity's facilities damaged by the negligence of Licensee, its employees, agents, or contractors, and (ii) not to seek to hold a non-party Attaching Entity liable for any fines, penalties, claims, or damages stemming from the interruption of or interference with Licensee's service (including without limitation special,

indirect, punitive, or consequential damages). Subject to Section 14.1.2, each such non-party Attaching Entity is explicitly made a third-party beneficiary of this Section 14.1.1.

14.1.2 Section 14.1.1 shall be null and void and unenforceable by or with respect to any non-party Attaching Entity, except to the extent that such non-party Attaching Entity has entered into a license agreement with Utility that contains a provision substantially the same as Section 14.1.1, that provides Licensee with the same benefits and rights as those conferred upon non-party Attaching Entities by Section 14.1.1, and that is fully and equally enforceable by or for the benefit of Licensee as is Section 14.1.1.

14.2 Environmental Hazards. Licensee represents and warrants that its use of any and all Poles will not generate any Hazardous Substances, that it will not store or dispose on or about any Pole or transport to any Poles any Hazardous Substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any Hazardous Substances in violation of state or federal law now or hereafter in effect including any amendments. "**Hazardous Substance**" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations, rules, or ordinances now or hereafter in effect including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Communications Facilities would not release such Hazardous Substances.

14.3 Indemnification. Licensee and any agent, contractor, or subcontractor of Licensee shall defend, indemnify, and hold harmless the City of Plymouth and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) for third-party claims (excluding those covered by Sections 14.1.1 and 14.1.2 above) ("**Covered Claims**") arising from (i) Licensee's negligence or willful misconduct in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal, or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's Communications Facilities, except to the extent of Utility's negligence or willful misconduct giving rise to such Covered Claims or (ii) Licensee's performance of Make-Ready Work.

14.4 Procedures for Indemnification.

14.4.1 Utility shall promptly give Licensee notice of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Utility, Utility shall endeavor to give notice to Licensee no later than 10 days after Utility receives written notice of the claim, action, suit, or proceeding.

14.4.2 Utility's failure to give the required notice within 10 days shall not relieve Licensee of its obligations hereunder unless such delay failure materially prejudices its ability to defend such claim, action, suit or proceeding.

14.4.3 Licensee shall have the right at any time, by notice to Utility, to participate in or assume control of the defense of the claim. Licensee may utilize counsel of its choice. Utility shall cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, Utility shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of a third-party claim, it shall be bound by the results obtained by Utility.

14.4.4 If Licensee assumes the defense of a third-party claim as described above, Utility shall not assume liability for or settle, compromise, or discharge any third-party claim without Licensee's prior written consent, and Utility will agree to any settlement, compromise, or discharge of any third-party claim recommended by Licensee that releases Utility completely from such claim and does not establish a precedent that may adversely affect Utility in the future.

14.4.5 The indemnification procedures set forth in this Section 14.4 are intended to apply only to Licensee's indemnification obligations expressly set forth in this Agreement and are not intended to create a separate obligation on the part of Licensee to generally indemnify Utility.

14.5 Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of the provisions of Wis. Stat. § 893.80, to the extent applicable, or any other applicable limits on municipal liability.

ARTICLE 15 DUTIES, RESPONSIBILITIES, AND EXCULPATION

15.1 Duty to Inspect. Licensee acknowledges and agrees that Utility does not warrant the condition or safety of any Pole, or the premises surrounding the Poles, and Licensee further acknowledges and agrees that it has an obligation to inspect each Pole on which it has placed an Attachment and/or the premises surrounding such Pole, prior to commencing any work on a Pole or entering the premises surrounding the Pole.

15.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees, contractors, and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

15.3 **DISCLAIMER. UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO ITS POLES, ALL OF WHICH ARE HEREBY**

DISCLAIMED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 15.4 Missing Labels. Licensee acknowledges that Utility does not warrant that all Poles are properly labeled and agrees that Utility is not liable for any injuries or damages caused by or in connection with missing labels or otherwise improperly labeled Poles. Licensee further agrees to use commercially reasonable efforts to notify Utility if it learns that labels or tags are missing or otherwise believed to be improper; however, Utility agrees that Licensee is not liable for any injuries or damages caused by or in connection with Licensee's failure to so notify Utility and failure to so notify shall not constitute a breach of this Agreement.
- 15.5 Duty to Supervise.
- 15.5.1 The parties further understand and agree that in the performance of work under this Agreement, Licensee and its agents, servants, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other equipment of Utility, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency endangering life, grave personal injury, or property.
- 15.5.2 Licensee shall ensure that its employees, servants, agents, contractors, and subcontractors (collectively, "**Licensee's Agents**") have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Utility, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, servants, agents, contractors, and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.
- 15.5.3 Licensee agrees that in emergency situations in which it may be necessary for Utility to de-energize Utility Facilities so that Licensee can carry out its work, Licensee shall immediately notify Utility and use reasonable efforts to protect Licensee's Agents and the general public by suspending its work until the Utility Facilities are made safe.
- 15.6 Requests to De-energize. In the event Utility de-energizes any equipment or line at Licensee's request and for Licensee's benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in full for all costs and expenses incurred in order to comply with Licensee's request for de-energization of any equipment or line, unless the de-energization request was necessitated solely due to Utility's failure to comply with the Engineering Standards. Before Utility deenergizes any equipment or line, it shall provide upon request an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- 15.7 Interruption of Service. In the event that Licensee shall cause an interruption of service by damaging or interfering with any equipment of Utility, Licensee at its expense shall

immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately.

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

ARTICLE 16 INSURANCE

- 16.1 Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:
- 16.1.1 Workers' Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than \$1,000,000 each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility.
- 16.1.2 Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, independent contractor's coverage, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.
- 16.1.3 Automobile Liability Insurance. Business automobile policy covering all owned, hired, and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
- 16.1.4 Umbrella Liability Insurance. Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.
- 16.1.5 Property Insurance. Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility Facilities to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance, or shall self-insure such exposures.

- 16.2 Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Wisconsin and have an "A" or better rating in Best's Guide. Such insurance will be primary and non-contributory. Licensee shall require all contractors and all of their subcontractors who perform work on behalf of Licensee to carry, in full force and effect, workers' compensation, comprehensive general liability and automobile liability insurance coverages with limits not less than \$1,000,000 per occurrence. Prior to any such contractor or its subcontractors performing any work for Licensee under this Agreement, Licensee shall furnish Utility with a certificate of insurance for each such contractor or subcontractor.
- 16.3 Certificate of Insurance; Other Requirements.
- 16.3.1 Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificates shall reference this Agreement and workers' compensation waivers of subrogation required by this Agreement. Licensee shall ensure that Utility is given 30 days' advance notice of cancellation or nonrenewal of insurance during the term of this Agreement.
- 16.3.2 The City of Plymouth and its officials, board members, departments, commissioners, employees, and agents shall be included as "**Additional Insureds**" under all of the policies, except workers' compensation, which shall be so stated on the certificate of insurance (or evidenced by proof of a blanket additional insured endorsement). However, nothing in this Section 16.3.2 shall be interpreted to require that any insurance policy indemnify any Additional Insured against any negligent acts or omissions of any Additional Insured.
- 16.3.3 All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. Utility, at its option, may permit use of a claims-made policy, but only under the following conditions: (i) Utility, prior to the execution of this Agreement, consents in writing to the use of a claims-made policy and (ii) Licensee agrees to maintain such claims-made policy at all times during and for a period of 10 years immediately following the term of this Agreement.
- 16.3.4 Licensee shall defend, indemnify, and hold harmless Utility from and against payment of any deductible and payment of any premium on any policy required under this Article 16.
- 16.4 Limits. The limits of liability set out in this Article 16 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans or laws which would materially increase or decrease Utility's or Licensee's exposure to risk.

- 16.5 Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions (i) that exclude coverage of liability arising from excavating, collapse, or underground work, (ii) that exclude coverage for injuries to Utility's employees or agents, or (iii) that exclude coverage of liability for injuries or damages caused by Licensee's contractors or contractor's employees, servants, or agents.
- 16.6 Deductible/Self-Insurance Retention Amounts. Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.
- 16.7 Self-Insurance. Licensee may self-insure the risks required to be insured under this Agreement provided that Licensee has a minimum net worth of Two Hundred Fifty Million dollars (\$250,000,000.00). Upon request of Utility, Licensee shall furnish evidence of the foregoing net worth. In the event Licensee elects to self-insure, Licensee shall indemnify and hold harmless Utility for the same risks, to the same extent, and in the same matters as would the insurer had Licensee provided the insurances required in this Article 16.
- 16.8 Limits and Coverage. The insurance required of Licensee under this Agreement shall be the greater of (i) the minimum limits and coverage specified herein or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured that may be in effect from time to time. The insurance requirements of this Article 16 shall in no way reduce coverage that is broader or that includes higher limits.

ARTICLE 17 AUTHORIZATION NOT EXCLUSIVE

- 17.1 No Exclusivity. Utility shall have the right to grant, renew, and extend rights and privileges to others not party to this Agreement, by contract or otherwise, to use Utility Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

ARTICLE 18 ASSIGNMENT

- 18.1 Limitations on Assignment. Licensee shall not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Utility, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that no such consent shall be required if the assignment is made to an entity that acquires all or substantially all of Licensee's assets or to the surviving corporation in connection with a merger or consolidation or a reorganization or sale of Licensee, or to an assignment made in connection with the pledge of Licensee's assets

subject to the Agreement as security for any Licensee financing with financial institutions.

- 18.2 Obligations of Assignee/Transferee and Licensee. No assignment or transfer under this Article 18 shall be allowed until the assignee or transferee assumes, in writing, all obligations of Licensee arising under this Agreement. Licensee shall furnish Utility with written notice of the transfer or assignment within 30 days, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer under this Agreement, Licensee shall remain liable for Annual Attachment Fee amounts not timely paid by assignee or transferee within the first year following such transfer or assignment.
- 18.3 Sub-licensing. Licensee shall not sub-license any rights under this Agreement to a third party (including Licensee's Affiliates), including but not limited to allowing third parties to place Attachments on a Pole, including Overlapping, or to place Attachments for the benefit of such third parties on a Pole. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of or the grant of indefeasible rights to use dark fiber) that involves no additional Attachment or Overlapping is not subject to the provisions of this Section 18.3.

ARTICLE 19 FAILURE TO ENFORCE

- 19.1 Failure to Enforce. Failure of Utility or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

ARTICLE 20 DEFAULT

- 20.1 Utility's Right to Terminate. In addition to Utility's rights under Article 11, Utility shall have the right, subject to the notice and cure procedure set out in Section 20.2, to terminate this entire Agreement, subject to the limitation below, or any Permit issued hereunder, whenever Licensee is in default of any material term or condition of this Agreement, including but not limited to the following circumstances:
- 20.1.1 Construction, operation, or maintenance of Licensee's Communications Facilities in violation of law; or
- 20.1.2 Construction, operation, or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority; or

20.1.3 Construction, operation, or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 16; or

20.1.4 Non-payment by Licensee of fees or charges due to Utility.

In the event that a default described in Sections 20.1.1 or 20.1.2 involves or affects fewer than 25 Poles to which Attachments were made, Utility shall not terminate the entire Agreement on the basis of such default but may, subject to the notice and cure procedure set out in Section 20.2, terminate the Permits only to the extent they pertain to such Poles for which the breach remains uncured.

20.2 Opportunity to Cure. Upon receiving notice from Utility in writing of any condition(s) of default under Section 20.1. Licensee shall take immediate corrective action to eliminate any such condition(s) within 30 days, or such longer period mutually agreed to by the parties, and shall confirm in writing to Utility that the cited condition(s) has (have) ceased or been corrected. For non-payment by Licensee of any fees or charges due to Utility, Licensee shall make such payment (including any late charges which have accrued under Section 3.5) within 15 days after receipt of written notice of non-payment from Utility. If Licensee fails to make such payment, to discontinue or correct such condition(s), and/or to give the required confirmation within the above timeframes, Utility may, upon written notice to Licensee and within Utility's discretion, reasonably exercised, terminate this Agreement or any Permit(s).

20.3 Removal Upon Termination. In the event this Agreement or any Permit is terminated, Licensee shall remove its Communications Facilities from the affected Pole(s) within 60 days of such termination. If Licensee fails to remove its facilities within that 60-day period or such other longer time period as the parties may agree, Utility may remove such Communications Facilities using its own personnel or a contractor and may charge Licensee 125% of the actual cost incurred by Utility. Utility shall not be liable for damage to Licensee's Communications Facilities, except to the extent provided in Section 14.1. If Licensee does not timely remove its Communications Facilities, the affected Attachments shall be subject to the Failure to Timely Transfer or Remove Facilities Charge set out in Appendix A until the affected Attachments are actually removed, whether by Licensee or Utility.

ARTICLE 21 TERM OF AGREEMENT

21.1 Term/Termination. This Agreement shall become effective as of the Effective Date and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for an initial term of 10 years. Either party to this Agreement may terminate this Agreement at the end of the initial term by giving to the other party written notice of its intention to terminate this Agreement at least one year prior to the end of such term. Upon failure to give such notice, this Agreement shall automatically continue in force until terminated by either party after one year's written notice.

- 21.2 Removal at End of Term. On termination of this Agreement pursuant to Section 21.1, Licensee shall remove its Communications Facilities from all Poles within 60 days of such termination, except that Utility shall extend this period where the following conditions are met: Licensee is negotiating a new agreement with Utility in good faith and Licensee is not in default under this Agreement. Until such a new agreement is executed, Licensee shall continue to make all required payments under this Agreement and Licensee shall be subject to all other obligations and requirements of this Agreement during such period. If Licensee fails to remove its Communications Facilities as required by this Section 21.2, Utility may remove such Communications Facilities using its own personnel or a contractor and charge Licensee 125% of the actual costs incurred by Utility. Utility shall not be liable for damage to Licensee's Communications Facilities, except to the extent provided in Section 14.1. If Licensee does not timely remove its Communications Facilities, the affected Attachments shall be subject to the Failure to Timely Transfer or Remove Facilities Charge set out in **Appendix A** until the affected Attachments are actually removed, whether by Licensee or Utility.
- 21.3 Survival of Obligations. Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations under this Agreement shall continue with respect to any claims or demands related to Licensee's Communications Facilities, and each party's other obligations under this Agreement (including but not limited to the obligation to maintain insurance coverage required by Article 16) and the provisions of Sections 20.3 and 21.2 shall continue until all of Licensee's Communications Facilities are removed from all Poles.

ARTICLE 22 PERFORMANCE BOND

- 22.1 Bond Required. Within 60 days of Utility's request, Licensee shall provide to Utility a performance bond in the amount of \$50,000. The bond shall be with an entity and in a form acceptable to Utility. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, charges, or fees due to Utility which arise by reason of the construction, operation, maintenance, or removal of Licensee's Communications Facilities on or about a Pole. The bond shall terminate after five years, provided that Licensee has faithfully performed its duties under this Agreement during that five-year period.

ARTICLE 23 MISCELLANEOUS

- 23.1 Amending Agreement. This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties. Notwithstanding the foregoing, Utility may unilaterally amend **Appendix B** from time to time by providing written notice to Licensee pursuant to Section 23.2.
- 23.2 Notices. Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when (i) personally delivered;

(ii) mailed by certified mail, return receipt requested, with postage prepaid; or (iii) sent via nationally recognized overnight delivery service and, except where specifically provided for elsewhere, properly addressed as follows:

If to Utility, at: Attn: City Administrator/Utilities Manager
Plymouth Utilities
900 CTH PP
PO Box 277
Plymouth, WI 53073-0277

If to Licensee, at: TDS Metrocom, LLC
C/O Manager-Field Services Support
525 Junction Rd
Madison, WI 53717
tdspoles-WI@tdstelecom.com

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

- 23.3 Electronic Notices Allowed. Section 23.2 notwithstanding, the parties may agree in specific instances to use electronic communications (such as email or any national or regional notification system, such as NJUNS, if Utility elects to participate in such system) for notifications related to the Permit Application and approval process and necessary transfers or Pole modifications, but not for tender of any legal notices. Licensee shall provide a local contact for all such notices upon execution of this Agreement.
- 23.4 Entire Agreement. This Agreement supersedes all previous agreements, whether written or oral, between Utility and Licensee for placement and maintenance of Licensee's Communications Facilities on any Pole within the geographical operating area covered by this Agreement; and there are no other provisions, terms, or conditions to this Agreement except as expressed herein.
- 23.5 Severability. If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.
- 23.6 Governing Law. The validity, performance, and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law that would cause the laws of another jurisdiction to apply) of the State of Wisconsin.

- 23.7 Venue for Litigation. In the event that legal action is initiated to enforce or interpret any of the terms of this Agreement, the parties agree that the proper venue for such action shall lie in the Circuit Court of Sheboygan County, Wisconsin.
- 23.8 Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify, or alter the meanings of sections or subsections.
- 23.9 Interpretation. This Agreement is the result of negotiation by the parties and each party had the opportunity to consult legal counsel with respect to this Agreement prior to its execution. Nothing in this Agreement or any amendment or appendix to it shall be construed more strictly for or against either party because that party or its attorney drafted this Agreement or any part thereof.
- 23.10 Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Execution of this Agreement by facsimile or electronic signatures shall have the same legally binding effect as a “wet ink” signature.
- 23.11 Incorporation of Recitals and Appendices. The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

The parties hereto have executed this Agreement in duplicate effective as of the date of the last signature below.

[Signature Page to Licensing Agreement]

**CITY OF PLYMOUTH, ACTING
THROUGH THE PLYMOUTH
UTILITIES**

By: _____

Name: _____

Title: _____

Date: _____

[Additional Signature Page Follows]

TDS METROCOM, LLC

By: _____

Name: _____

Title: _____

Date: _____

**APPENDIX A
FEES AND CHARGES**

1. Annual Pole Attachment Fee: (fee will be charged on a per-Pole basis per Section 3.2)

- **Per-Pole Rate:** The Annual Attachment fee shall increase each year by 3% beginning with the calendar year 2024 Billing Cycle. The table below illustrates the annual Attachment Fee rate for each Billing Cycle for the first 20 years of the Agreement. Thereafter, the rate will continue to escalate by 3% annually.

Year	Amount	Year	Amount
2023	\$18.91	2033	\$25.41
2024	\$19.48	2034	\$26.18
2025	\$20.06	2035	\$26.96
2026	\$20.66	2036	\$27.77
2027	\$21.28	2037	\$28.60
2028	\$21.92	2038	\$29.46
2029	\$22.58	2039	\$30.34
2030	\$23.26	2040	\$31.26
2031	\$23.95	2041	\$32.19
2032	\$24.67	2042	\$33.16

2. Non-Recurring Fees:

- **Permit Application Fees:**
 - \$75.00 per Permit Application (10 Poles or fewer)
 - \$100.00 per Permit Application (11 or more Poles)
 - \$75.00 per Overlapping Permit Application (10 cable spans or fewer)
 - \$100.00 per Overlapping Permit Application (11 or more cable spans)
 - Permit Application Fees shall increase each year by 3%
- **Pre-Construction Survey Fee**Utility’s Actual Cost (not applicable to Overlapping Permit Applications)
- **Make-Ready Work Charges**See Articles 3 and 7 of Agreement
- **Miscellaneous Charges**See Article 3 of Agreement
- **Inspection Fees**.....See Article 12 of Agreement

3. One-Time Administrative Fee of \$7,000.00 due upon execution of this Agreement.

4. Unauthorized Attachment Charge:

- 4 x Annual Attachment Fee, per occurrence.

5. Failure to Timely Transfer or Remove Facilities Charge:

- 0.25 x Annual Attachment Fee per day, per Pole, for the first 30 days
- 1 x Annual Attachment Fee per day, per Pole, after the first 30 days

**APPENDIX B
SPECIFICATIONS FOR ATTACHMENTS
TO POLES**

Licensee, when making Attachments to a Pole, will adhere to the following engineering and construction practices.

A. SPECIFICATIONS

1. All Attachments shall be made in accordance with the Engineering Standards as defined in Section 1.7 of this Agreement.
2. Licensee must meet the specifications indicated in the special construction drawings (B-1 through B-9) contained in this **Appendix B**. These drawings include the following:
 - a. Overhead Minimum Clearances (Drawings B-1 and B-2)
 - b. Grounding Connections (Drawing B-3)
 - c. Guy Wire Clearances (Drawing B-4)
 - d. 120/240 Volt Power Service (Drawing B-5)
 - e. Minimum Clearance to Service & Roadway (Drawing B-6)
 - f. Pole Tag Requirements (Drawing B-7)
 - g. Attachments at Transformer Poles, including Risers (Drawing B-8)
 - h. Alternate Transformer Pole Attachments, including Risers (Drawing B-9)
3. Licensee must also meet the following specifications:
 - a. **Attachment Height:** Poles may be factory predrilled. Utility will provide Licensee with instructions as to the proper predrilled holes to be utilized.
 - b. **Orientation on Pole:** Cables are normally to be placed on the road side to allow for Risers on the back side of the Pole. On installations with existing cables on the Poles, Utility will specify the side of the Pole to be utilized. Licensees must maintain their cables in their relative vertical positions; cables may not cross over the cable of another attaching entity.
 - c. **Risers** are not to be located on the front or rear face of the Pole, nor in line with the cable route, but are to be in the 45-degree quadrant of the Pole to avoid conflicts with bolts and other Riser installations.
 - d. **Bonding:** Licensee's facilities are to be properly bonded. Consult with Utility for instructions for proper bonding on steel poles.
 - e. **Anchoring/Guying:** All anchors and guys are to be in place before cable

installation. Consult with Utility about the joint use of anchors. Overhead guys are to be bonded to the messenger if not an integral part thereof. All down guys must be insulated in accordance with the Engineering Standards.

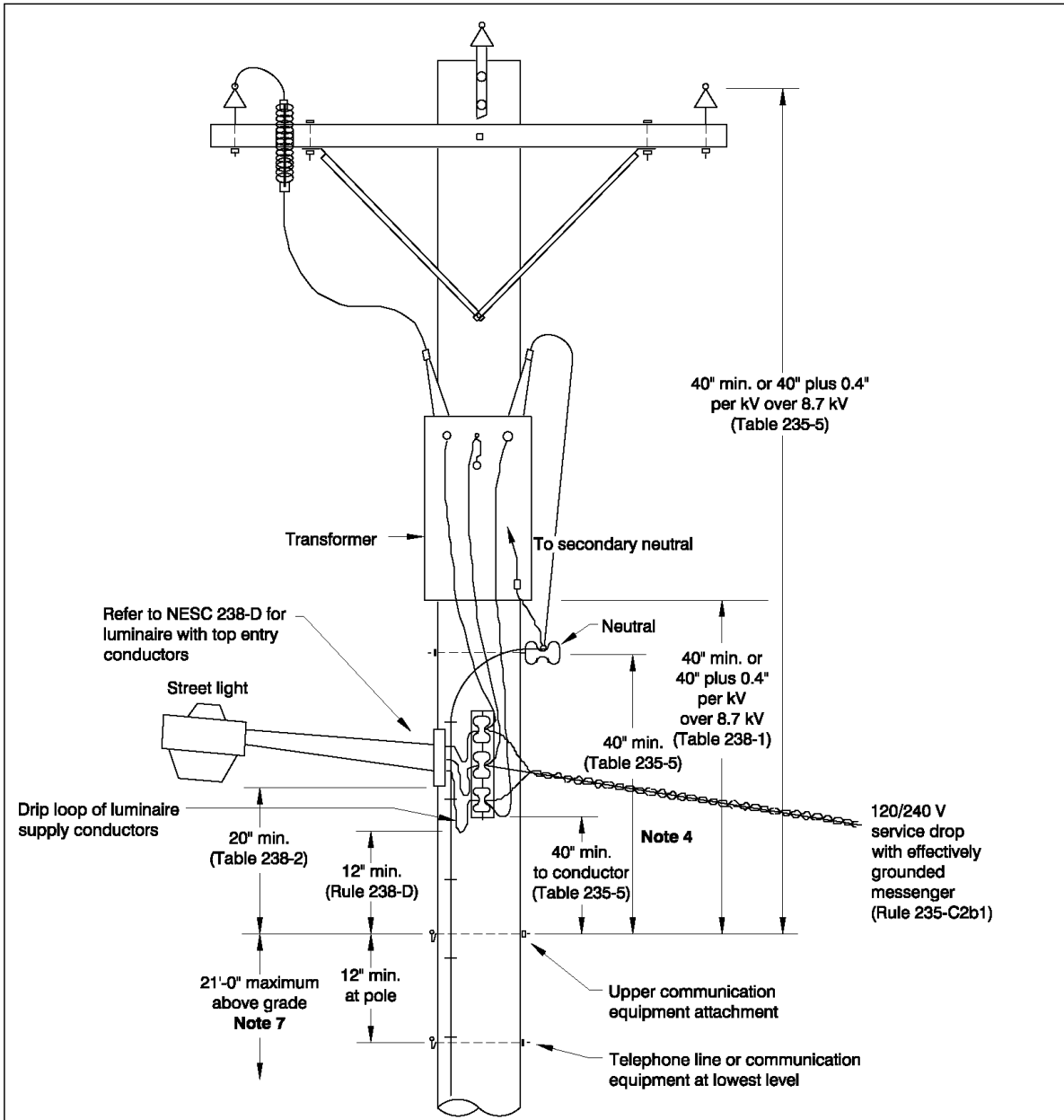
- f. **Excess Cable:** Excess cable is to be neatly spooled using appropriate devices. It is not to be coiled and suspended from a pole or cable.
- g. **Horizontal Extension Arms:** All cable Attachments are to be directly bolted to the Pole. Horizontal Extension Arms, including stand-off brackets, are not allowed on any Pole without permission in writing from Utility.
- h. **Tagging:** Tags are to be placed at cable deadends, Risers, and on lateral attachment points at no more than 1,000-foot intervals. Tags are to be at least 5 inches in length and rolled to fit around the cable. They shall be UV resistant with UV resistant printing, identifying the cable owner.
- i. **Power Supplies:** Power supplies may be installed on a Pole only with written permission from Utility.
- j. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the back side of the Pole. Licensee's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole field face quarter section.
- k. **Pedestals and Enclosures:** Every effort should be made to install pedestals, vaults, and/or enclosures a minimum of four feet from the Poles or other Utility Facilities. In the event that the placement of pedestals, vaults and/or enclosures a minimum of four feet from the Pole or other Utility Facilities is not practical, Licensee shall contact Utility to obtain written approval of the proposed placement. Every effort should be made to install or relocate Utility Facilities a minimum of four feet from Licensee's existing pedestals, vaults, and/or enclosures.

B. CERTIFICATION OF LICENSEE'S DESIGN

- 1. Unless Utility elects to perform the Make-Ready Survey pursuant to Section 6.2, Licensee's Permit Application must be signed and sealed by a professional engineer, registered in the State of Wisconsin; the head of Licensee's engineering department; or a Utility-approved employee or contractor certifying that Licensee's aerial cable design fully complies with the Engineering Standards.

2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utility Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.

[Pole Top Drawings Follow]

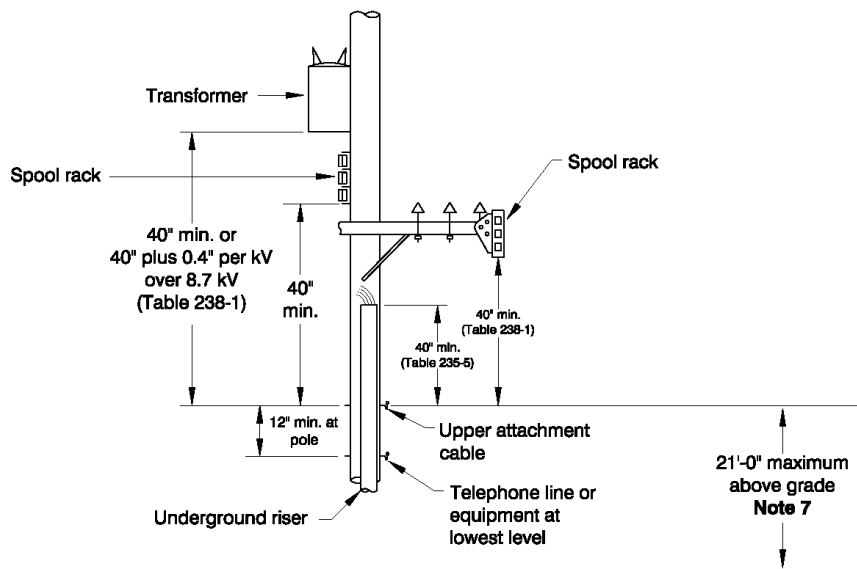


**MINIMUM JOINT USE CLEARANCES PER:
NESC CODE (2012)
WISC. STATE ELEC. CODE, VOLUME 1 (2008)**

NOTE:
See drawing Appendix B-2 for notes

H	Issued	10/25/11
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	POLE ATTACHMENTS	Overhead Minimum Clearances
	DRAFTING CHECK: S.M.P.	DRAWING NUMBER: DRAWING B-1
	ENG. CHECK: P.M.T.	

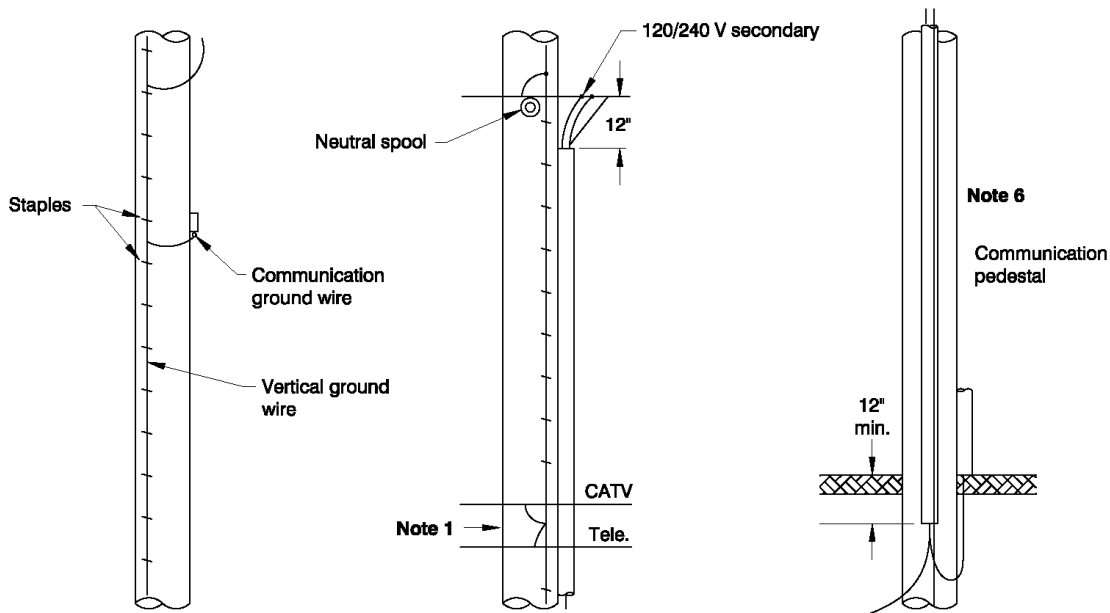


NOTES:

1. Separation between vertical runs and metal parts or through bolts of power or communication equipment shall be at least 2" in any direction. Bolts shall have less than 2" exposed thread.
2. No television cable power supply shall be mounted on this pole except by permission of the utility.
3. No COMMUNICATION arms are allowed on power company poles unless poles are out of alignment and the utility approves the installation.
4. 52" is required to allow 12" of clearance below the through bolt for the loops of the overhead service and underground risers. This dimension may be reduced to 40" if there is only a neutral conductor and no possibility of a secondary cable or underground riser in the future.
5. The above clearances are minimum and may have to be increased to allow for code clearance requirement in mid span.
6. Only 12" of clearance is required between power and communication service drops (in the span and at the building) provided that 40" is maintained at the pole, including on all crossover poles.
7. Maximum attachment height for communications above grade except at railroad crossings or water crossings. (Refer to Table 232-1 for minimum height)

H	Issued	10/25/11
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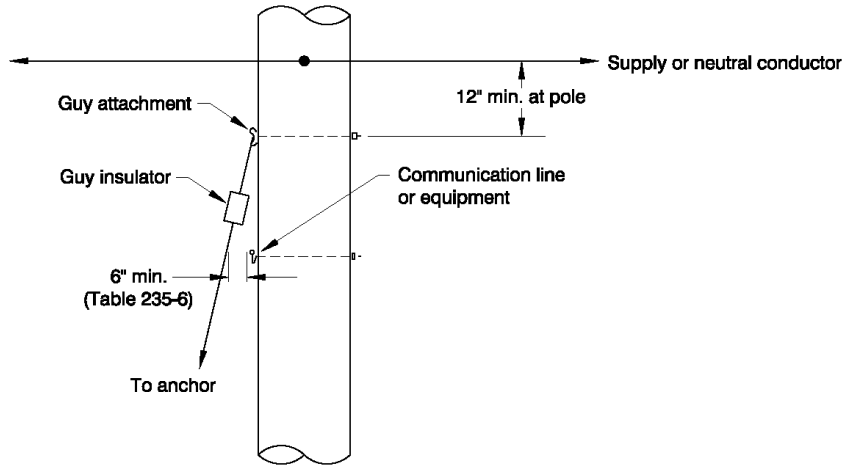
	POLE ATTACHMENTS	Overhead Minimum Clearances
	DRAFTING CHECK: S.M.P.	DRAWING NUMBER:
	ENG. CHECK: P.M.T.	DRAWING B-2



NOTES:

1. Licensee shall bond wherever the Utility has a down ground on the pole. If the ground is under the metal U-guard, contact the utility to make the ground connection.
2. Bond wire shall be #8 bare copper or larger.
3. If bond wire is more than 12" long, staple to pole.
4. If moulding is covering the down ground, remove only 2" of moulding to install the bond connection. The moulding shall be cut with a hacksaw or sharp knife and not broken out. If down ground is damaged, Licensee shall call utility.
5. Pedestal shall be mounted tight to the pole.
6. When communications are underground, the power is overhead and it is required that the communications ground be interconnected to the power supply ground, the connection shall be made below grade.
7. In no case shall Licensee ground be connected to guys/anchors.
8. In case of utility neutral isolation device licensee must contact utility for special grounding instructions.

		H	Issued	10/25/11
		POLE ATTACHMENTS		Grounding Connections
		DRAFTING CHECK: S.M.P.		DRAWING NUMBER:
		ENG. CHECK: P.M.T.		DRAWING B-3

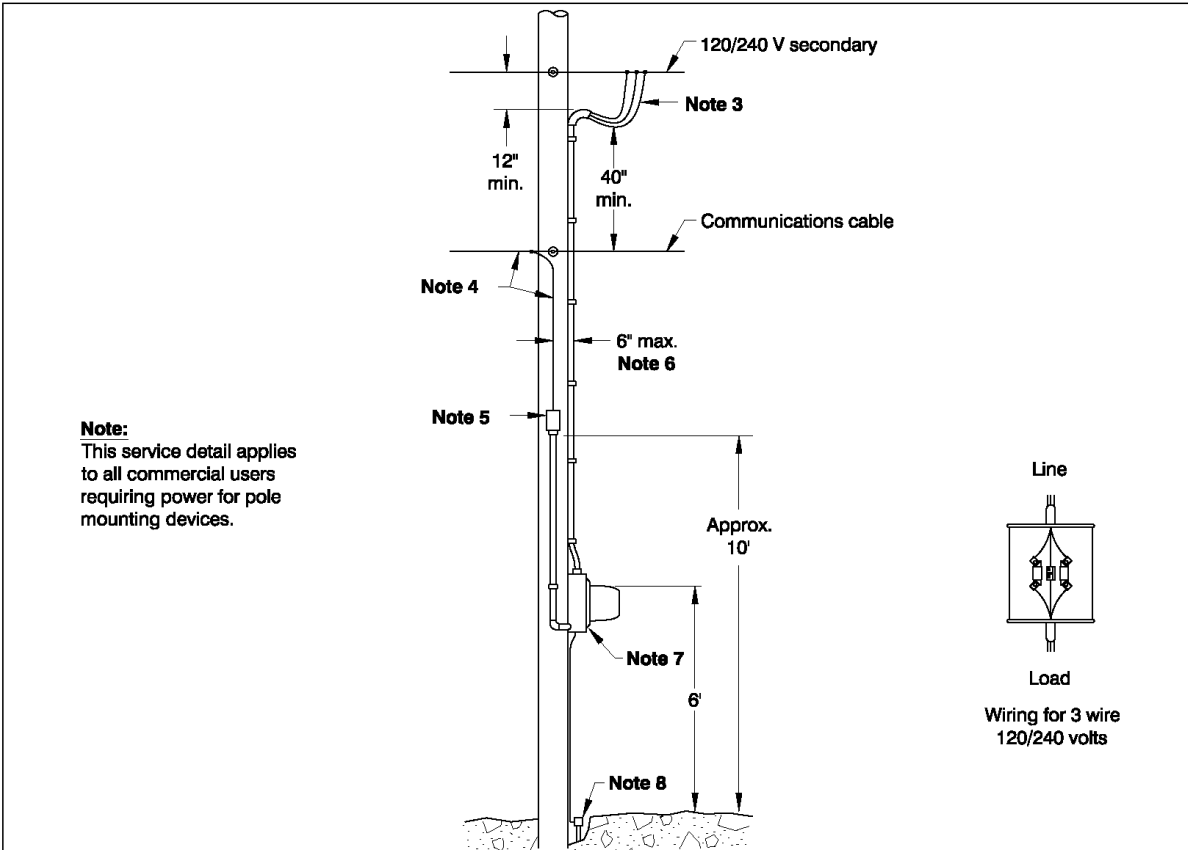


Note:

On jointly used structures, guys that pass within 12" of supply conductors, and also pass within 12" of communication cables, shall be protected with suitable insulating covering where the guy passes the supply conductors, unless the guy is effectively grounded or insulated with a strain insulator at a point below the lowest supply conductor and above the highest communication cable.

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POLE ATTACHMENTS		Guy Wire Clearances
DRAFTING CHECK:	S.M.P.	DRAWING NUMBER: DRAWING B-4
ENG. CHECK:	P.M.T.	



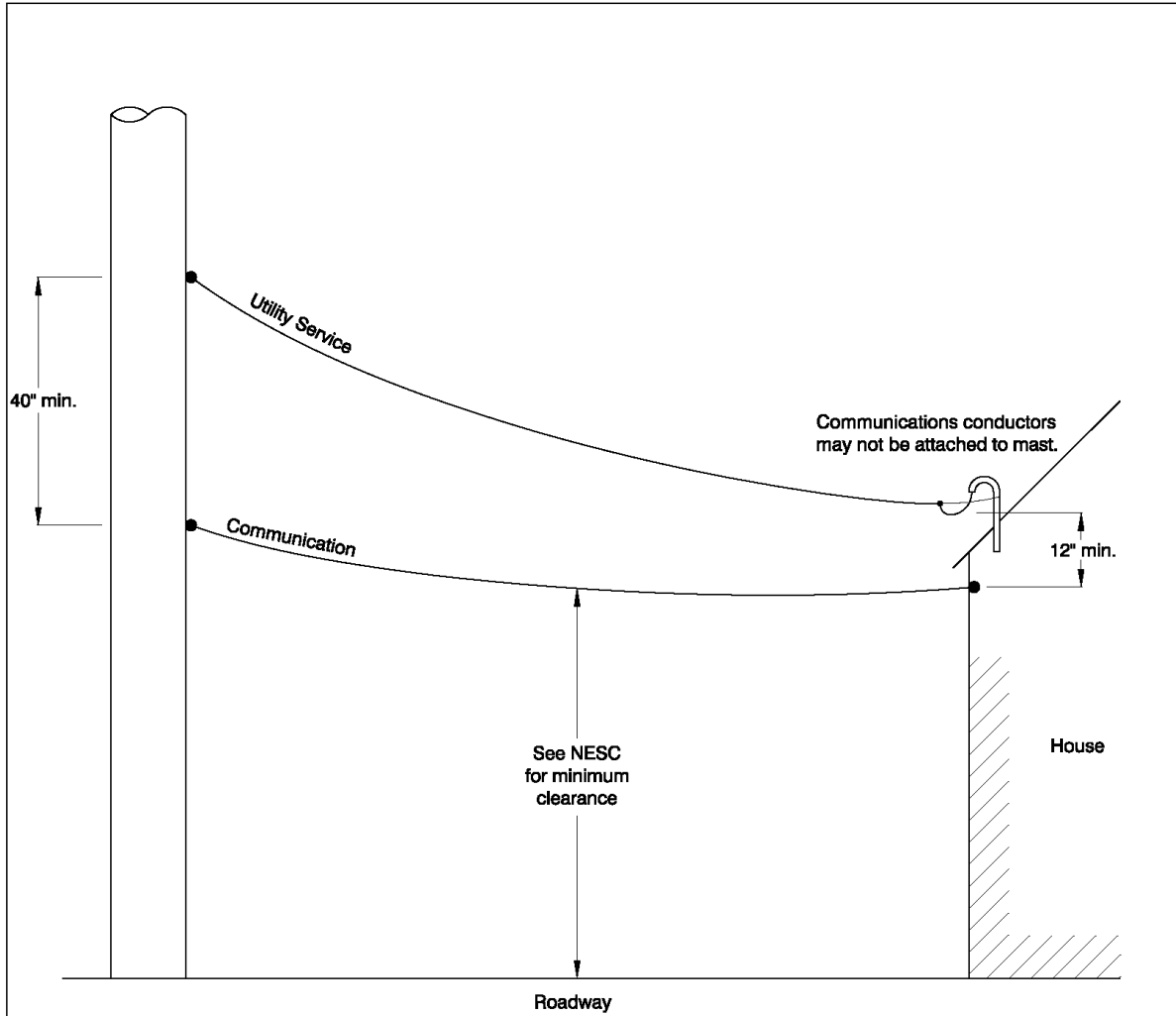
Note:
This service detail applies to all commercial users requiring power for pole mounting devices.

NOTES:

1. This installation shall comply with all applicable electrical code and state, city, village, town, and utility requirements. See utility service rules book.
2. All materials shall be furnished and installed by Licensee except meter.
3. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation. Utility will make connections to 120/240 V source.
4. Communication power cable.
5. Communication power supply and /or disconnect.
6. 6" maximum between service entrance conduit and communications cable.
7. Use utility approved meter socket. See service rules for details.
8. Grounding shall be in accordance with National Electric Code article 250, Wis. State Electrical Code and Utility service rules.
9. Location to be approved by utility.
10. Proof of compliance shall be certified by an electrical inspector or a certificate of compliance from the electrician who performed the work.

H	Issued 10/25/11
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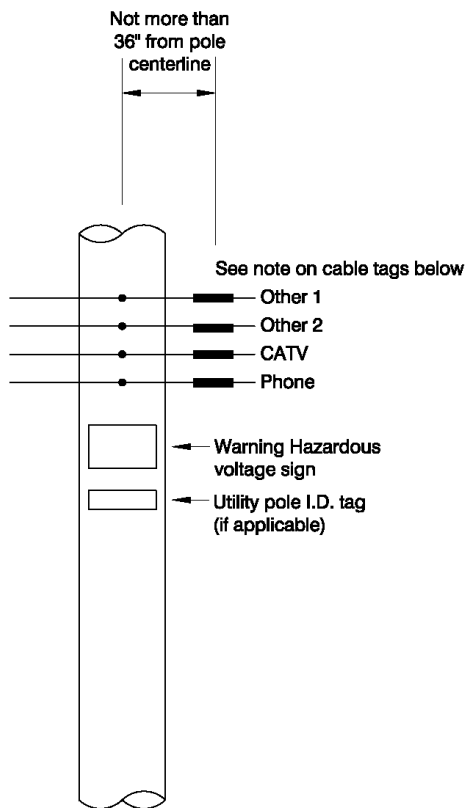
	POLE ATTACHMENTS	120/240 Volt Power Service
	DRAFTING CHECK: S.M.P.	DRAWING NUMBER: DRAWING B-5
	ENG. CHECK: P.M.T.	



NOTE:

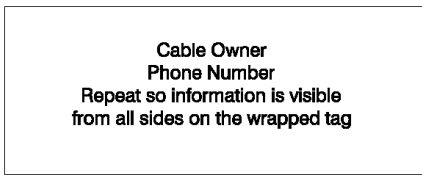
1. Maintain adequate clearances as per NESC.

		H	Issued	10/25/11
		Min. Clearance to Service & Roadway		
POLE ATTACHMENTS		DRAWING NUMBER:		
DRAFTING CHECK:	S.M.P.	DRAWING B-6		
ENG. CHECK:	P.M.T.			

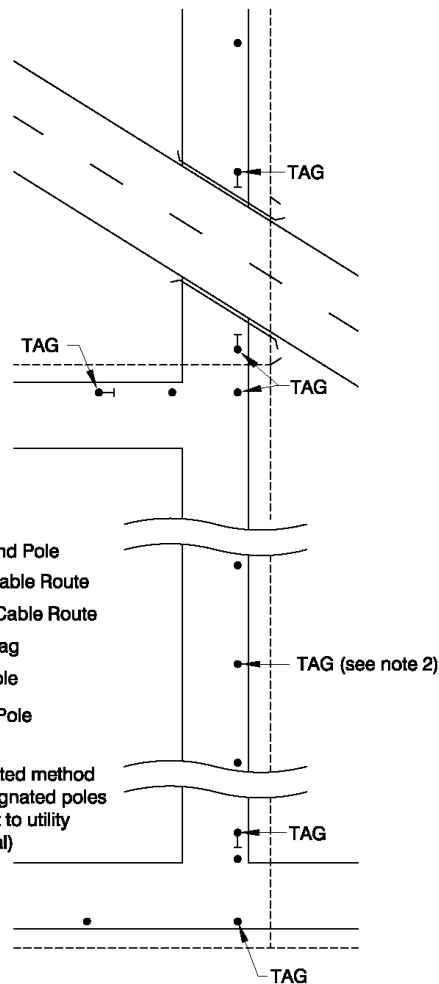


Suggested method for designated poles
(Subject to utility approval)

Preferred Attachment Identification Tag



Rolled cable tag width to be 5 inches or greater, tag diameter sized to fit cable. All to be UV resistant material and printing.



LEGEND

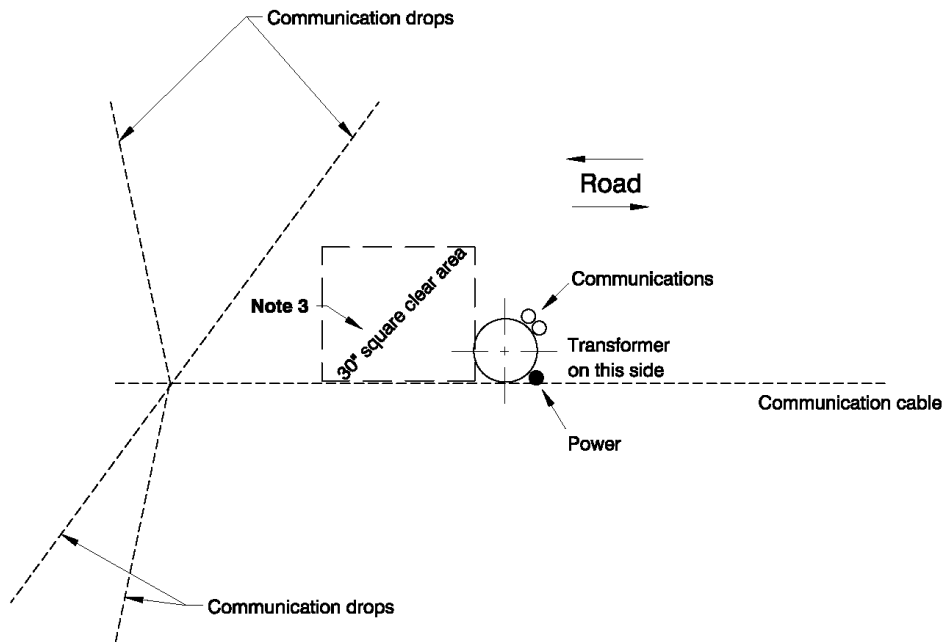
- Pole
- ⊥• Dead End Pole
- Aerial Cable Route
- Buried Cable Route
- TAG Cable Tag
- R Riser Pole
- Lateral Pole
- SP Suggested method for designated poles (subject to utility approval)

NOTES:

1. Tags should be installed at lateral and dead-end poles and at the termination point of underground cable runs
2. Tags should be installed every 1,000 feet between poles.
3. Buried cable signs should be installed every 1,000 feet between riser poles as well as on both riser poles.
4. Tag locations shown above are recommended locations: tags may be installed at additional locations as deemed necessary for adequate identification.
5. The Licensee shall affix a tag to the poles for each attachment belt.

H Issued 10/25/11

POLE ATTACHMENTS		Pole Tag Requirements
DRAFTING CHECK:	S.M.P.	DRAWING B-7
ENG. CHECK:	P.M.T.	

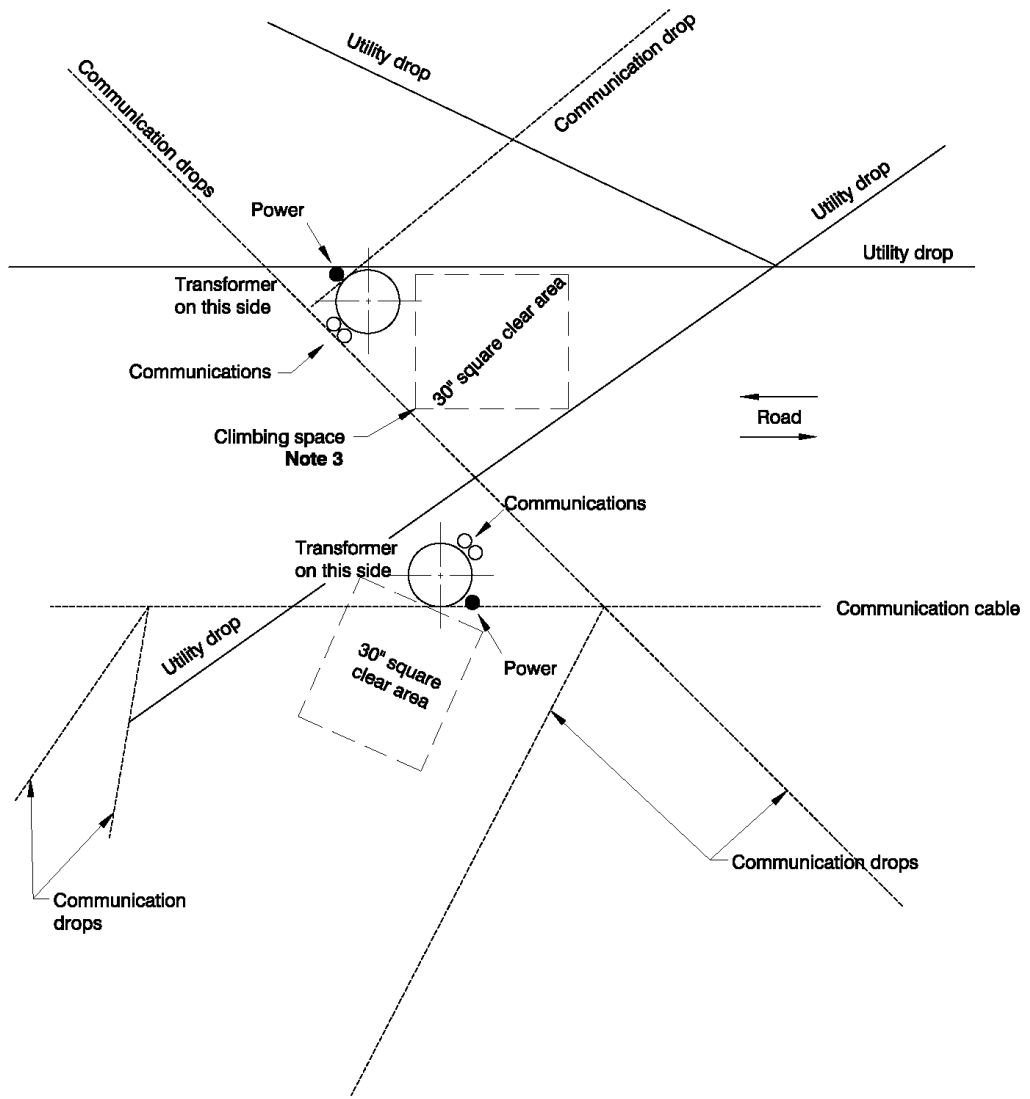


NOTES:

1. All cables shall be on the field side of the pole. On some older installations the original cable may have been on the road side of the pole. In that case all cables shall be located on the road side to allow climbing space.
2. Brackets are not allowed for communication attachments without the approval of the utility.
3. Climbing space: The 30° climbing space thru the communication space shall extend from 40" elbow the lowest communication cable to 40" above the highest communication cable.
4. On transformer poles the communication service drops shall be located so that they come from the messenger on the side of the pole opposite the transformer, so that the transformer can be raised into position with a boom truck.
5. Preferred location of power riser is quadrant away from road and traffic.
6. If power and communications are on the same pole, they shall be installed.

H	Issued	10/25/11
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	POLE ATTACHMENTS	Attachments at Transformer Poles
	DRAFTING CHECK: S.M.P.	DRAWING NUMBER:
	ENG. CHECK: P.M.T.	DRAWING B-8



NOTES:

1. All cables shall be on the field side of the pole.
2. Brackets are not allowed for communication attachments without the approval of the utility.
3. Climbing space: The 30' climbing space thru the communications space shall extend from 40" below the lowest communications cable to 40" above the highest communication cable.
4. Risers - See Notes on Drawing B-8

H	Issued 10/25/11
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	POLE ATTACHMENTS	Alternate Transformer Pole Attachments
	DRAFTING CHECK: S.M.P.	DRAWING NUMBER:
	ENG. CHECK: P.M.T.	DRAWING B-9

APPENDIX C
SUMMARY OF PERMIT APPLICATION PROCESS

The following is a summary of the procedure to be followed by Licensee when seeking to attach to a Pole or Poles. Refer to the body of the Agreement for details.

1. Licensee shall submit a completed Permit Application (**Appendix D**), which shall include: route map, information required in **Appendix E**, installation plans, and a complete Make-Ready Survey and the certification required by Section 6.2 of the Agreement. Licensee shall prepare the Permit Application in adherence with the Engineering Standards (including the specifications set out in **Appendix B**).
2. Utility will review the completed Permit Application and discuss any issues with Licensee. The review may involve an on-site inspection of proposed Attachments with Licensee's professional engineer or Utility-approved Licensee employee or contractor.
3. Utility will provide an estimate of the cost of the Make-Ready Work and, upon receipt of payment from Licensee for such costs, Utility will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement.
4. Upon completion of the Make-Ready Work (or upon Utility's approval of the Permit Application, if no Make-Ready Work is necessary), Utility will sign and return the Permit Application, which Permit shall serve as authorization for Licensee to make its Attachment(s) in accordance with agreed-upon installation plans and the terms of the Agreement.
5. Licensee's professional engineer or Utility-approved employee or contractor of Licensee shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit, the Engineering Standards, and this Agreement. The Post-Construction Inspection shall be submitted within 30 days after installation is complete.

**APPENDIX D
PERMIT APPLICATION
FOR ATTACHMENT**

Plymouth Utilities (“Utility”) Attn: Utilities Manager 900 CTH PP PO Box 277 Plymouth, WI 53073-0277 Phone: _____ E-Mail: _____	Date * _____
--	--------------

APPLICANT INFORMATION

Name of Company:	*			
Address:	*			
Contact Person:	*			
Phone:	*		E-mail:	*

Applicant requests permission to occupy Utility’s poles (check one):

In accordance with an existing pole attachment agreement between Applicant and Utility

This is Applicant’s first attachment request – new pole attachment agreement needed

GENERAL APPLICATION INFORMATION

Location (road name(s), general project description)	*			
Utility Project Name, Work Order Number	*			
Project Schedule (planned date of construction)	*			
Name of Construction Company	*			
Address	*			
Phone	*		E-mail	*
Contact Person	*			

Construction Drawings (Attach maps, construction specifications, staking sheets, etc.)

Number of new poles contacted * _____ Number of Utility anchors * _____

Number of existing contacts to have added facilities * _____

PLEASE SEE APPENDIX E FOR ADDITIONAL INFORMATION TO ACCOMPANY THE PERMIT APPLICATION

THIS SECTION TO BE COMPLETED BY UTILITY PERSONNEL:

Date Permit Application received _____ Field review _____ Final review _____

Permit Application review by: _____

Permit Application approved Date _____

Permit Application fee received \$ _____

Billing Dept. Rcv'd by _____

Permit Application denied. Date letter of explanation sent _____

APPENDIX E
DISTRIBUTION LINE MINIMUM DESIGN
REVIEW INFORMATION AND WORKSHEET

The following Design Review Information must be submitted with each Permit Application unless Utility allows otherwise. See **Appendix F** for instructions.

Each Permit Application must include a report from one of the following: (i) professional engineer with experience with electric utility facilities; (ii) a member of Licensee's engineering department with experience with electric utility facilities; or (iii) a person who has been preapproved by Utility to provide such certification on Licensee's behalf. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain Utility's compliance with NESC Class B construction for medium loading as outlined in NESC Section 25.

All of the following information must be submitted with the Permit Application, unless Utility waives such requirement.

The following minimum conditions shall be used in the calculations for pole strength:

1. All single-phase lines shall be assumed to have been reconducted to 1/0 AWG ACSR (code name Penguin) conductor for both phase and neutral. If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three-phase lines shall be assumed to have been reconducted to 336.4 AWG ACSR conductor for the three phases and the neutral. If existing conductors are larger than 336.4 AWG ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole of 1/0 AWG triplex cable, with a messenger.
4. For pole strength calculations, all Poles shall be as they actually exist, or be considered Class 4 for calculations.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching Pole users for line angles.
6. Points of attachment shall be as they actually exist on the Poles.
7. Any Utility-approved joint anchors shall use guy insulators.
8. Licensee shall comply with any Utility-required safety factors in its designs.

Licensee shall comply with any NESC and/or Utility-required safety factors; whichever is more conservative, in design. The engineer for the applicant shall provide for each Permit Application the following confirmations:

- **Required permits that have been obtained** (insert n/a if not applicable):

- _____ (y/n) U.S. Corp of Engineers.
- _____ (y/n) Highway—state, county, city.
- _____ (y/n) Railroad.
- _____ (y/n) Local zoning boards, town boards, etc.
- _____ (y/n) Joint use permits, if required.

• **Confirm that you have:**

- _____ (y/n) Obtained appropriate franchise(s).
- _____ (y/n) Obtained Pole/anchor easements from landowners.
- _____ (y/n) Obtained crossing and overhang permits.
- _____ (y/n) Obtained permit to survey R/W.
- _____ (y/n) Completed Department of Transportation requirements.
- _____ (y/n) Placed permit number on plans.
- _____ (y/n) Complied with Underground Facility Location requirements.
- _____ (y/n) Included sag/tension data on proposed cable.

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the State of Wisconsin.

It is Licensee’s responsibility to obtain all necessary permits and easements and provide Utility with a copy of each, if requested.

The engineer for the Permit Applicant shall provide for each Pole the following information:

General:

- Licensee’s Project No. _____
- Pole class _____ [existing—*i.e.*, 4, 3, 2...]
- Pole height _____ [existing—*i.e.*, 35, 40...]
- Pole type _____ Western Red, Cedar, Douglas Fir...]
- Pole fore span _____ [feet]
- Pole back span _____ [feet]
- Calculated bending moment at ground level _____ [ft–lbs]
- Whether each Pole requires (i) no Make-Ready Work, (ii) only Simple Make-Ready Work (as defined in Section 1.19 of the Agreement), or (iii) Make-Ready Work that is not exclusively Simple Make-Ready Work.

Proposed:

- Proposed cable: Type _____ qty _____ dia _____ @ _____ ft above ground line
- Proposed cable: Type _____ qty _____ dia _____ @ _____ ft above ground line

The minimum vertical clearance under all loading conditions measured from the proposed cable to ground level on each conductor span shall be stated above. Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance within a given span.

Proposed loading data [provide similar data for each cable proposed]:

A. Weight data (cable and messenger)

1. Vertical weight, bare = _____ [#ft]

B. Tension data (final tensions on messenger)

1. NESC maximum load for area of construction: _____ [lbs]

2. 60° F, No wind: _____ [lbs]

Permit applicant's engineer shall provide for each transverse or dead end pole to which guy(s) are attached, the following information:

- Licensee's Plan Sheet Pole number(s) _____
- Corresponding calculated guy tension under NESC maximum loading conditions _____ [lbs]

**APPENDIX F
FIELD DATA SUMMARY SHEET INSTRUCTIONS**

<u>Column</u>	<u>Instructions</u>
Licensee's Pole Number	Pole number must correspond to Licensee's plan sheet
Plan Sheet Pole Number	Sequential pole count to match drawing.
Pole Height and Class	List the present Pole height and class and list the proposed Pole height and class if it is necessary for Utility to replace the Pole for clearance, etc.
Guy Attachments.....	All unbalanced loading on a Pole must be guyed. Attachments to Utility's anchors will only be allowed if approved by Utility.
Attachment Height.....	Licensee attachment height above ground level.
Inches Below Utility	The number of inches Licensee is to be attached below Utility while maintaining clearance, as required in <u>Appendix B.</u>
Span Length.....	List the span length between each point of attachment.
Inches Sag	List the messenger sag for the design listed on the cover sheet at 60 degrees Fahrenheit.
Ground Clearance.....	List the ground clearance at the low point of the span. Must not be less than the NESC (latest edition).

City of Plymouth
128 Smith St. - P.O. Box 107
Plymouth, WI 53073-0107



Telephone: (920) 893-3745
Facsimile: (920) 893-0183
Web Site: plymouthgov.com

DATE: March 3, 2023
TO: Mayor and Common Council
FROM: Cathy Austin, Director of Public Works
RE: **2023 Capital Improvement Plan:
International Truck with Snow Removal Equipment**

As part of the 2023 Capital Improvement Plan, dollars were allocated to replace a 5-yard dump truck with snow removal equipment in the Public Works Department. The budget allocated a total of \$207,500 for this purchase in 2023 and earmarking at additional \$42,500 in 2024 for the remaining portion of the truck.

As mentioned during the budget process, the delivery of these types of vehicles are 18+ month out. We are currently on the list for the International Truck for production slated in the second quarter of 2024. We are not able to lock in any pricing from International until the start the production. Additional funds may need to be allocated in 2024, once we know the final International truck cost.

However, we can lock in the pricing for the truck body (dump box, lift for box, etc) and the snow removal equipment from Monroe Truck Equipment. See attached quote from Monroe for a total of \$135,120. This is part of the \$250,000 budgeted over 2023-2024.

Recommendation

To approve the purchase of truck equipment from Monroe Truck Equipment in the amount of \$135,120.



1151 W Main Avenue
 DePere, WI 54115
 Sales Rep: Troy Redfearn
 Ph: (920) 360-4446
 www.MonroeTruck.com

J.O. #

Quotation ID: 2MAW003490

Date: 2/7/2023

Valid thru: 3/9/2023

Terms: NET 30

Quoted by: Mark Woelfel

Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:

PLYMOUTH, CITY OF (ATTN:)
 1004 VALLEY RD
 PO BOX 107
 PLYMOUTH, WI 53073
 Ph: 920-893-1271 / Fax: 920-893-0183
 Email:

Chassis Information

Year: 2024	Make: INTERNATIONAL	Model: HV SERIES	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 108.0	CT:	Wheelbase:	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
10' CRYSTEEL SELECT SS DUMP BODY	
- BODY: 120"L, 84" ID, 96" OD	
- CABSHIELD: 1/2, 78"W, 10 GAUGE, STAINLESS STEEL	
- 26"H SINGLE PANEL SIDES W/ RUBRAIL	
- 48"H STRAIGHT FRONT	
- 36"H STRAIGHT REAR	
- 7 GAUGE 201 STAINLESS STEEL SIDES & ENDS	
- AIR RELEASE TAILGATE W/ SINGLE PANEL W/ PRESSED HORIZONTAL	
- 3/16" AR450 FLOOR (180000 PSI TENSILE; 145000 PSI YIELD) W/ WESTERN UNDERSTRUCTURE (CROSSMEMBERLESS)	
- STAINLESS STEEL HARDWARE BELOW FLOOR	
- 2 OVAL HOLES IN REAR CORNER POSTS	
- RECESSED STOP/TURN/ TAIL & BACKUP LIGHTS W/ SEALED WIRING HARNESS & JUNCTION BOX	
- RIGID LADDER LEFT FRONT	
- FOLDING LADDER LEFT REAR	
- REAR RUBBER FLAPS	
- RC750 SUBFRAME HOIST	
- BACK-UP ALARM	
- MUDFLAPS FORWARD AND BEHIND DRIVES	
- (2) FORK-N-LOOP SHOVEL HOLDERS	
PINTLE MOUNT; 1/2" PLATE WITH 3/4" D-RINGS (NO HITCH)	
- 15 TON PINTLE HOOK	
- 7 -WAY RV TRAILER PLUG	
- ELECTRIC BRAKE CONTROLLER	
TRUCK PORTION - FLAT-FOLD LIFT ARM HITCH W/ INTEGRAL QCP RECEIVER (REQUIRES MINIMUM OF 18" FRONT FRAME EXTENSION)	
- 4X10 DA PLOW LIFT CYLINDER	
MONROE TORSION TRIP EDGE "J" STYLE STEEL REVERSIBLE PLOW	
- 45" HIGH X 12' LENGTH	
- 10 GA MOLDBOARD	
- (10) 1/2" ONE-PIECE FLAME CUT RIBS	
- 2" X 3" X 3/8" TOP ANGLE	
- 4" X 4" X 3/4" BOTTOM ANGLE	
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP	
* CABIDE CUTTING EDGES W/ COVER BLADE	
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT	
- 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE	
- (2) 3" X 10" DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE	
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY	
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED	
- MOLDBOARD POWDER COATED ORANGE	
- PUSH FRAME POWDER COATED BLACK	



Description**Amount**

- PARKING JACK, INSTALLED
- RUBBER SNOW DEFLECTOR, INSTALLED
- PLOW PORTION HITCH, FLED-LOOP

9' MONROE, DOUBLE FUNCTION, STRAIGHT, TRIP-EDGE PATROL WING (RIGHT SIDE)

- PARA-GLIDE FRONT RH POST
- 35" HIGH INBOARD & OUTBOARD, 3/16" THICK MOLDBOARD
- * CARBIDE CUTTING EDGE
- 4" X 4" X 3/4", A36 STEEL, BOTTOM ANGLE W/ 1" THICK WELDED TRIP HINGE BLOCKS
- TOP OF BOTTOM ANGLE BOXED TO THE MOLDBOARD W/ 1/4" PLATE FOR ADDITIONAL STRENGTH
- 1/2" THICK ONE-PIECE VERTICAL & INTERLACED DESIGNED HORIZONTAL RIBS
- STANDARD 100% WELDED
- TRIP SECTION ANGLE ASSEMBLY: 3/4" X 3" X 4", A36 STEEL W/ 3/8" THICK TRIP HINGE BLOCKS
- ANGLES PIVOT ON 1-1/4" COLD ROLLED, 1040 STEEL HELD IN PLACE BY 1/2" X 2" EXPANSION PINS
- UNDERSLUNG REAR WING SUPPORT
- (6) 3/8" SQUARE WIRE TORSION SPRINGS W/ 3-3/4" OUTSIDE DIAMETER & 11" COILS
- SHOT BLASTED & POWDER COATED ORANGE
- POWDER COATED BLACK HARDWARE
- MARKER ON PARA-GLIDE AND WING HEEL

MANUAL/ELECTRIC HYDRAULICS PACKAGE

- HOT SHIFT PTO
- TXV92 PUMP
- STAINLESS STEEL VALVE/TANK COMBO
- MANUAL VALVE: 40 GPM HOIST, 20 GPM PLOW LIFT, PLOW ANGLE, WING TOE/HEEL, WING PUSHARM, 14 GPM PRE-WET, 14 GPM AUGER AND 7 GPM SPINNER
- WING TOE/HEEL OPERATED WITH FLOW DIVIDER
- DUAL 5100EX SPREADER CONTROLS
- 2-BUTTON CONTROL KNOB ON PLOW CONTROLLER
- CLOSED LOOP AUGER AND PRE-WET
- STAINLESS STEEL LINES FOR PLOW RAISE/LOWER, PLOW ANGLE, WING TOE/HEEL, AUGER, SPINNER, AND PRE-WET
- STAINLESS STEEL COUPLERS FOR PLOW ANGLE, HYD PUSHARM, AND SPINNER

MONROE UNDER-TAILGATE, DIRECT DRIVE SPREADER (MS966-RF-DD) W/ SPEED SENSOR

- 201 STAINLESS STEEL
- 6" DIA. AUGER W/ REVERSE FLIGHTING FOR LEFT OF CENTER DISCHARGE
- 7 GA., 96" TROUGH W/ 1/4" END PLATES
- ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL
- HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES
- QUICK DETACH MOUNTING BRACKETS
- EXTERNAL TAILGATE SHIELDS
- 201 STAINLESS STEEL, SELF-LEVELING, LH DISCHARGE, SPINNER W/ POLY DISC

CLOSED LOOP HYDRAULIC PRE-WET

- 4 GPM HYDRAULIC PUMP W/ 14" X 7" X 6.5" ENCLOSURE
- 240 GALLON (DUAL 120 TANKS) BEHIND CAB MOUNTED IN STAINLESS STEEL FRAME WORK
- CROSS OVER KIT
- SPINNER DISCONNECT
- NOZZLE KIT, FLUSH KIT AND BULK FILL

LIGHTING:

- ABL LED PLOW LIGHTS MOUNTED ON STAINLESS STEEL BRACKETS OFF FACTORY HOOD MIRRORS
- LED AMBER/GREEN LIGHTBAR MOUNTED ON CABSHIELD W/ GUARD AND SELF LEVEL BRACKET
- LED AMBER/GREEN BULLET STROBES MOUNTED ON REAR POST OF BODY
- LED AMBER WING HEEL STROBE LIGHTS
- LED CLEAR WORK LIGHTS, WING LIGHT, SPINNER LIGHT AND (2) BACK UP
- (2) 10" MONITOR W/ CAMERA
- ONE MOUNTED ON REAR POST FOR BACK UP W/ AIR PUFFER
- ONE MOUNTED ON PASS PLOW LIGHT BRACKET TO VIEW WING

Quote Total: **\$135,120.00**

Down Payment Due Date: _____



Additional Options:

Description	Amount	Add to quote?
		Yes / No

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (if you red flag a job): <input type="checkbox"/> Fleet <input type="checkbox"/> Retail	MSO/MCO (only check if applicable): <input type="checkbox"/> MCO <input type="checkbox"/> MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance: