

**CITY OF PLYMOUTH, WISCONSIN  
TUESDAY, OCTOBER 8, 2024 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 meeting held Tuesday, September 24, 2024**
  - B. Approve City and Utility Reports:**
    - I. List of City & Utility Vouchers dated 09/01/2024 – 09/30/2024**
  - C. Minutes acknowledged for filing – Finance & Personnel Committee: September 24 – Community Television: September 9 – Joint Review Board: October 2**
  - D. Building Report for September 2024 – 48 permits at \$1,813,161**
  - E. Approval of Application for Event: Plymouth Ladewig-Zinkgraf Post 243 – Trunk or Treat, to be held October 27 from Noon – 4:00 PM. Request Park Shelter Fee be Waived.**
  - F. Approval of Temporary Class B Alcohol License for Generations – 2025 Sheb Deck Private Launch Party, to be held at 1500 Douglas Dr. on December 4 from 5:30 PM – 8:00 PM.**
- 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. Public Hearings followed by Council Discussion and Action:**
  - A. Ordinance No. 15 – An Ordinance Amending Title 13, Chapter 2 Floodplain Zoning of the General Code of Ordinances of the City of Plymouth, WI – Tim Blakeslee, City Administrator / Utilities Manager**
- 7. Proclamations:**
  - A. Recognition of Building Inspector Pete Scheuerman– Don Pohlman, Mayor**
- 8. New Business:**
  - A. Approval of Training Vehicle Trade In – Matt Starker, Deputy Police Chief**
  - B. Approval of License Agreement for Attachments to Utility Poles with WE Energies – City Administrator/Utilities Manager, Tim Blakeslee**

**9. Entertain a Motion to go into Closed Session for the Following:**

Pursuant to Wis. Stat. 19.85 (1) (b) considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission or the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter; provided that the faculty member of other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand that the evidentiary hearing or meeting be held in open session regarding an alcohol license denial.

AND

Pursuant to Wis. Stat. 19.85(1)(c) for considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility 2025 employee compensation.

**10. Entertain a Motion to go into Open Session.**

**11. Discussion and Possible Action on Closed Session Item**

**12. Adjourn to 7:00 PM on Tuesday, October 29, 2024**

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, SEPTEMBER 24, 2024 COMMON COUNCIL MEETING  
7:00 PM COUNCIL CHAMBERS, ROOM 302  
128 SMITH ST. PLYMOUTH, WI 53073**

**UNOFFICIAL MINUTES**

1. **Call to order and roll call:** Mayor Pohlman called the meeting to order. On the call of the roll the following were present: Angie Matzdorf, Diane Gilson, Mike Penkwitz, John Binder, Dave Herrmann, John Nelson and Greg Hildebrand. Also present: City Administrator/Utilities Manager Tim Blakeslee, Deputy Police Chief Matt Starker, Director of Public Works Cathy Austin, and City Clerk Anna Voigt.
2. **Pledge of Allegiance.**
3. **Approval of the Consent Agenda (Alderspersons may request removal of item(s), or part thereof without debate or vote):** Motion was made by Hildebrand/Penkwitz to approve the consent agenda. Upon the call of the roll, all voted aye. Motion carried.
  - A. **Approve minutes of the meeting held Tuesday, September 10, 2024**
  - B. **Approve City and Utility Reports:**
    - I. **Electric, Water and Sewer Sales Report – August 2024**
    - II. **Utility Related Write Offs for September - \$1,744.98**
  - C. **Minutes acknowledged for filing – Finance & Personnel Committee: September 10 - Library Board: August 5 – Plan Commission: September 5 – Plymouth Housing Authority: September 11**
  - D. **Approve Annual Mobile Home Park Application: Schmidt Properties – Cedar View Mobile Home Park**
  - E. **Approve Room Tax Permit Application for TDW Rentals, LLC at 306 N Pleasant View Rd.**
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: Pete Scheuerman spoke about his retirement. He thanked the Mayor, Council and staff for his time at the City of Plymouth.
5. **Items removed from Consent Agenda:** None
6. **Proclamation:**
  - A. **Recognition of Plymouth Community Television (TV-14) –** Mayor Pohlman presented a proclamation for Plymouth Community Television to Mike Briggs. Briggs stated he and Gary Kaiser started the committee 40 years ago and has evolved many times into what it is today. Motion was made by Tauscheck/Matzdorf to approve the proclamation. A unanimous aye vote was cast. Motion carried.
7. **Resolution:**

**A. No 10. Consideration and Possible Action on Resolution Creating Tax Incremental District No. 7, Approving its Project Plan and Establishing its Boundaries.** – Blakeslee explained following the recent closure and enormous success of Plymouth TID #4, the city has been working to create #7. Phil Cosson from Ehlers did a presentation on TID #7. This TID will be approximately 246.47 acres located in the North Eastern part of the City. The District will be created to pay the costs of public infrastructure projects, property acquisition and site preparation costs, development incentives and other project costs needed to support the development and redevelopment within the District, with needed development of housing and job creation in the District. Motion was made by Nelson/Binder to approve Resolution #10 Creating Tax Incremental District #7, Approving its Project Plan and Establishing its Boundaries. Upon the call of the roll, all voted. Motion carried.

**8. New Business:**

**A. Approval of Mill Pond Dam Construction Agreement** – Blakeslee explained that in February 2024 Council approved Resolution 1 to replace the Mill Pond Dam and Resolution 2 authorizing the City to participate in the DNR Dam Grant Program. City staff has been working with Aryes Associates on the design and engineering of the project. The western edge of the dam is owned by a private party. To properly construct the dam and provide for future maintenance a soil boring, temporary use of the entire parking lot at 623 E Mill and indefinite permanent easement on the eastern side of 623 E Mill St. will be needed. An agreement between the City and the property owner of 623 E Mill St. includes a one-time \$65,000 payment for indefinite permanent easement. Motion was made by Hildebrand/Tauscheck to approve the Mill Pond Dam Construction Agreement. Upon the call of the roll, all voted aye. Motion carried.

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

Pursuant to Wis. Stat (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 require a closed session –Negotiations with Wangard

**10. Entertain a motion to go into open session:** Motion was made by Tauscheck/Matzdorf to go into open session. Upon the call of the roll, all voted aye. Motion carried.

**11. Discussion and possible action on Closed Session item/s:** None

**12. Adjourn to 7:00 PM on Tuesday, October 8, 2024:** Motion was made by Binder/Tauscheck to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

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  |
|--------------|------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| <b>10122</b> |                              |                |                            |              |                    |             |            |
| 10122        | ANDRE FIRE EQUIPMENT INC     | 28568          | ANNUAL MAINTENANCE INSPE   | 06/14/2024   | 148.50             | 148.50      | 09/12/2024 |
| Total 10122: |                              |                |                            |              | 148.50             | 148.50      |            |
| <b>10135</b> |                              |                |                            |              |                    |             |            |
| 10135        | PFEIFER'S MILL               | 227166         | GARLON 4                   | 08/27/2024   | 560.00             | 560.00      | 09/27/2024 |
| 10135        | PFEIFER'S MILL               | 227779         | GRASS SEED                 | 09/16/2024   | 130.00             | 130.00      | 09/27/2024 |
| Total 10135: |                              |                |                            |              | 690.00             | 690.00      |            |
| <b>10305</b> |                              |                |                            |              |                    |             |            |
| 10305        | BOARDMAN & CLARK LLP         | 290530         | LEGAL SERVICE              | 09/16/2024   | 8,629.00           | 8,629.00    | 09/27/2024 |
| 10305        | BOARDMAN & CLARK LLP         | 290531         | LEGAL SERVICE              | 09/16/2024   | 150.00             | 150.00      | 09/27/2024 |
| Total 10305: |                              |                |                            |              | 8,779.00           | 8,779.00    |            |
| <b>10325</b> |                              |                |                            |              |                    |             |            |
| 10325        | BORDER STATES ELECTRIC SU    | 928933014      | 125E SMU POWER FUSES       | 08/23/2024   | 1,158.06           | 1,158.06    | 09/19/2024 |
| 10325        | BORDER STATES ELECTRIC SU    | 928933014      | SHIPPING                   | 08/23/2024   | 23.04              | 23.04       | 09/19/2024 |
| 10325        | BORDER STATES ELECTRIC SU    | 929007544      | BRACE, 8 FT ALLEY ARM WOO  | 09/06/2024   | 466.80             | 466.80      | 09/27/2024 |
| 10325        | BORDER STATES ELECTRIC SU    | 929007544      | SHIPPING                   | 09/06/2024   | 92.34              | 92.34       | 09/27/2024 |
| 10325        | BORDER STATES ELECTRIC SU    | 929016626      | SWITCH, VERTICAL GOAB 25KV | 09/09/2024   | 19,853.66          | 19,853.66   | 09/27/2024 |
| Total 10325: |                              |                |                            |              | 21,593.90          | 21,593.90   |            |
| <b>10875</b> |                              |                |                            |              |                    |             |            |
| 10875        | KEMIRA WATER SOLUTIONS IN    | 9017854195     | CHEMICALS - WWTP           | 09/09/2024   | 10,782.37          | 10,782.37   | 09/27/2024 |
| Total 10875: |                              |                |                            |              | 10,782.37          | 10,782.37   |            |
| <b>10905</b> |                              |                |                            |              |                    |             |            |
| 10905        | ELECTRICAL TESTING LAB LLC   | 42063          | SAFETY EQUIPMENT           | 08/27/2024   | 1,744.28           | 1,744.28    | 09/19/2024 |
| 10905        | ELECTRICAL TESTING LAB LLC   | 42110          | SAFETY EQUIPMENT           | 09/04/2024   | 27.13              | 27.13       | 09/19/2024 |
| Total 10905: |                              |                |                            |              | 1,771.41           | 1,771.41    |            |
| <b>11040</b> |                              |                |                            |              |                    |             |            |
| 11040        | FELDMANN SALES & SERVICE I   | 39795          | EVERGREEN GOLF COURSE E    | 09/12/2024   | 21.06              | 21.06       | 09/19/2024 |
| Total 11040: |                              |                |                            |              | 21.06              | 21.06       |            |
| <b>11155</b> |                              |                |                            |              |                    |             |            |
| 11155        | GRITTS AUTO SERVICE          | 43067          | FLEET VEHICLE MAINTENANCE  | 09/11/2024   | 150.45             | 150.45      | 09/27/2024 |
| Total 11155: |                              |                |                            |              | 150.45             | 150.45      |            |
| <b>11180</b> |                              |                |                            |              |                    |             |            |
| 11180        | H & H UTILITY EXCAVATING INC | 4001388-01     | EXCAVATING-ELECTRIC DEPT   | 08/27/2024   | 5,909.20           | 5,909.20    | 09/19/2024 |
| 11180        | H & H UTILITY EXCAVATING INC | 4001389-01     | EXCAVATING-ELECTRIC DEPT   | 08/27/2024   | 3,064.76           | 3,064.76    | 09/19/2024 |

| Vendor       | Vendor Name                | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|----------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| Total 11180: |                            |                |                            |              | 8,973.96           | 8,973.96    |            |
| <b>11460</b> |                            |                |                            |              |                    |             |            |
| 11460        | KAPUR & ASSOCIATES INC     | 127958         | PREPARE EASEMENTS FOR DA   | 09/24/2024   | 845.00             | 845.00      | 09/27/2024 |
| Total 11460: |                            |                |                            |              | 845.00             | 845.00      |            |
| <b>11615</b> |                            |                |                            |              |                    |             |            |
| 11615        | LENGLING PROPERTY MANAG    | 10680          | PREPAID BILLABLE SERVICE   | 09/03/2024   | 75.00              | 75.00       | 09/06/2024 |
| 11615        | LENGLING PROPERTY MANAG    | 10696          | LAWN SERVICE               | 09/03/2024   | 195.00             | 195.00      | 09/19/2024 |
| 11615        | LENGLING PROPERTY MANAG    | 10696          | LAWN SERVICE               | 09/03/2024   | 930.00             | 930.00      | 09/19/2024 |
| 11615        | LENGLING PROPERTY MANAG    | 10696          | LAWN SERVICE               | 09/03/2024   | 815.00             | 815.00      | 09/19/2024 |
| 11615        | LENGLING PROPERTY MANAG    | 10696          | LAWN SERVICE               | 09/03/2024   | 525.00             | 525.00      | 09/19/2024 |
| 11615        | LENGLING PROPERTY MANAG    | 10696          | LAWN SERVICE               | 09/03/2024   | 375.00             | 375.00      | 09/19/2024 |
| 11615        | LENGLING PROPERTY MANAG    | 10696          | LAWN SERVICE               | 09/03/2024   | 630.00             | 630.00      | 09/19/2024 |
| 11615        | LENGLING PROPERTY MANAG    | 10696          | LAWN SERVICE               | 09/03/2024   | 810.00             | 810.00      | 09/19/2024 |
| Total 11615: |                            |                |                            |              | 4,355.00           | 4,355.00    |            |
| <b>11815</b> |                            |                |                            |              |                    |             |            |
| 11815        | MIKE BURKART FORD INC      | 329143         | VEHICLE MAINTENANCE - POLI | 08/15/2024   | 55.45              | 55.45       | 09/12/2024 |
| Total 11815: |                            |                |                            |              | 55.45              | 55.45       |            |
| <b>11835</b> |                            |                |                            |              |                    |             |            |
| 11835        | MILLER & BOELDT INC        | 90924          | TREE CONTROL EQUIPMENT R   | 09/10/2024   | 117.96             | 117.96      | 09/19/2024 |
| Total 11835: |                            |                |                            |              | 117.96             | 117.96      |            |
| <b>11875</b> |                            |                |                            |              |                    |             |            |
| 11875        | SECURIAN FINANCIAL GROUP I | Oct 2024 State | EE CONTRIBUTION-UTILITIES  | 09/03/2024   | 413.22             | 413.22      | 09/12/2024 |
| 11875        | SECURIAN FINANCIAL GROUP I | Oct 2024 State | BASIC PREMIUM-UTILITIES    | 09/03/2024   | 333.39             | 333.39      | 09/12/2024 |
| 11875        | SECURIAN FINANCIAL GROUP I | Oct 2024 State | ER CONTRIBUTION-UTILITIES  | 09/03/2024   | 66.68              | 66.68       | 09/12/2024 |
| 11875        | SECURIAN FINANCIAL GROUP I | Oct 2024 State | EE CONTRIBUTION-CITY       | 09/03/2024   | 568.70             | 568.70      | 09/12/2024 |
| 11875        | SECURIAN FINANCIAL GROUP I | Oct 2024 State | BASIC PREMIUM-CITY         | 09/03/2024   | 382.17             | 382.17      | 09/12/2024 |
| 11875        | SECURIAN FINANCIAL GROUP I | Oct 2024 State | ER CONTRIBUTION-CITY       | 09/03/2024   | 76.43              | 76.43       | 09/12/2024 |
| Total 11875: |                            |                |                            |              | 1,840.59           | 1,840.59    |            |
| <b>12195</b> |                            |                |                            |              |                    |             |            |
| 12195        | PLYMOUTH CHAMBER OF COM    | STMT 9-3-2024  | 2ND QUARTER - ROOM TAX 202 | 09/03/2024   | 21,250.00          | 21,250.00   | 09/12/2024 |
| Total 12195: |                            |                |                            |              | 21,250.00          | 21,250.00   |            |
| <b>12216</b> |                            |                |                            |              |                    |             |            |
| 12216        | PLYMOUTH LUBRICANTS        | 6204290        | GARAGE GAS & OIL           | 09/19/2024   | 1,038.60           | 1,038.60    | 09/27/2024 |
| Total 12216: |                            |                |                            |              | 1,038.60           | 1,038.60    |            |
| <b>12265</b> |                            |                |                            |              |                    |             |            |
| 12265        | POMPS TIRE SERVICE INC     | 70140270       | PARKS EQUIPMENT REPAIR &   | 09/05/2024   | 18.57              | 18.57       | 09/12/2024 |
| 12265        | POMPS TIRE SERVICE INC     | 70140624       | PARKS EQUIPMENT REPAIR &   | 09/17/2024   | 150.39             | 150.39      | 09/19/2024 |
| Total 12265: |                            |                |                            |              | 168.96             | 168.96      |            |
| <b>12270</b> |                            |                |                            |              |                    |             |            |
| 12270        | POSTMASTER                 | BOX 294 ANN    | PO BOX                     | 09/17/2024   | 120.00             | .00         | 09/19/2024 |

| Vendor       | Vendor Name               | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|---------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| Total 12270: |                           |                |                             |              | 120.00             | .00         |            |
| <b>12315</b> |                           |                |                             |              |                    |             |            |
| 12315        | PUBLIC SERVICE COMMISSION | 2408-I-04740   | ELECTRIC RATE CASE          | 09/17/2024   | 2,727.71           | 2,727.71    | 09/27/2024 |
| 12315        | PUBLIC SERVICE COMMISSION | 2408-I-04740   | ASSESSMENT                  | 09/17/2024   | 1,149.51           | 1,149.51    | 09/27/2024 |
| Total 12315: |                           |                |                             |              | 3,877.22           | 3,877.22    |            |
| <b>12400</b> |                           |                |                             |              |                    |             |            |
| 12400        | RESCO INC                 | 3046209        | 1/0 TO 1/0 AMPACT           | 09/03/2024   | 260.00             | 260.00      | 09/19/2024 |
| 12400        | RESCO INC                 | 3046209        | BLOCK, TRANSFORMER 4 HOL    | 09/03/2024   | 832.00             | 832.00      | 09/19/2024 |
| 12400        | RESCO INC                 | 3046209        | DISCOUNT                    | 09/03/2024   | .55-               | .55-        | 09/19/2024 |
| 12400        | RESCO INC                 | 3047143        | ROD, GROUND ROD 5/8" X 8 FT | 09/10/2024   | 1,231.50           | 1,231.50    | 09/27/2024 |
| 12400        | RESCO INC                 | 3047143        | GROUND MOLDING              | 09/10/2024   | 55.20              | 55.20       | 09/27/2024 |
| 12400        | RESCO INC                 | 3047143        | ROD, ANCHOR ROD 5/8" X 7 FT | 09/10/2024   | 464.40             | 464.40      | 09/27/2024 |
| 12400        | RESCO INC                 | 3047143        | DISCOUNT                    | 09/10/2024   | .88-               | .88-        | 09/27/2024 |
| 12400        | RESCO INC                 | 3047144        | INSULATOR, FIBERGLASS STR   | 09/10/2024   | 4,063.00           | 4,063.00    | 09/27/2024 |
| 12400        | RESCO INC                 | 3047144        | DISCOUNT                    | 09/10/2024   | 2.03-              | 2.03-       | 09/27/2024 |
| 12400        | RESCO INC                 | 3047887        | PIN, CROSSARM 6" CHANCE #8  | 09/17/2024   | 663.33             | 663.33      | 09/27/2024 |
| 12400        | RESCO INC                 | 3047887        | DISCOUNT                    | 09/17/2024   | .33-               | .33-        | 09/27/2024 |
| Total 12400: |                           |                |                             |              | 7,565.64           | 7,565.64    |            |
| <b>12575</b> |                           |                |                             |              |                    |             |            |
| 12575        | SHEBOYGAN COUNTY HIGHWA   | 135004         | CAP C SIDEWAY IMPROVEMEN    | 08/31/2024   | 159.58             | 159.58      | 09/27/2024 |
| 12575        | SHEBOYGAN COUNTY HIGHWA   | 135004         | STREET REPAIR MATERIALS     | 08/31/2024   | 1,021.16           | 1,021.16    | 09/27/2024 |
| Total 12575: |                           |                |                             |              | 1,180.74           | 1,180.74    |            |
| <b>12696</b> |                           |                |                             |              |                    |             |            |
| 12696        | STOP PROCESSING CENTER    | 20650          | AUTOPAY SERVICE             | 09/01/2024   | 19.56              | 19.56       | 09/12/2024 |
| Total 12696: |                           |                |                             |              | 19.56              | 19.56       |            |
| <b>12750</b> |                           |                |                             |              |                    |             |            |
| 12750        | SUPERIOR CHEMICAL LLC     | 393615         | AQUATIC CENTER JANITORIAL   | 06/17/2024   | 84.84              | 84.84       | 09/12/2024 |
| 12750        | SUPERIOR CHEMICAL LLC     | 394051         | AQUATIC CENTER JANITORIAL   | 06/21/2024   | 224.65             | 224.65      | 09/12/2024 |
| 12750        | SUPERIOR CHEMICAL LLC     | 395116         | STREET REPAIR CHEMICALS     | 07/03/2024   | 329.14             | 329.14      | 09/12/2024 |
| 12750        | SUPERIOR CHEMICAL LLC     | 395127         | AQUATIC CENTER JANITORIAL   | 07/03/2024   | 219.86             | 219.86      | 09/12/2024 |
| 12750        | SUPERIOR CHEMICAL LLC     | 396142         | GARAGE TOOL & HARDWARE      | 07/18/2024   | 127.19             | 127.19      | 09/12/2024 |
| 12750        | SUPERIOR CHEMICAL LLC     | 396142         | PARKS JANITORIAL            | 07/18/2024   | 368.49             | 368.49      | 09/12/2024 |
| Total 12750: |                           |                |                             |              | 1,354.17           | 1,354.17    |            |
| <b>12882</b> |                           |                |                             |              |                    |             |            |
| 12882        | SPECTRUM                  | 152367101090   | INTERNET                    | 09/01/2024   | 129.98             | 129.98      | 09/19/2024 |
| 12882        | SPECTRUM                  | 160218701090   | PRI - UTILITIES             | 09/01/2024   | 275.04             | 275.04      | 09/12/2024 |
| 12882        | SPECTRUM                  | 160218701090   | PRI - CITY                  | 09/01/2024   | 135.46             | 135.46      | 09/12/2024 |
| 12882        | SPECTRUM                  | 160218701090   | PHONE LINES - UTILITIES     | 09/01/2024   | 159.96             | 159.96      | 09/12/2024 |
| 12882        | SPECTRUM                  | 160218701090   | PHONE - FIRE                | 09/01/2024   | 39.99              | 39.99       | 09/12/2024 |
| 12882        | SPECTRUM                  | 160218701090   | PHONE - POLICE              | 09/01/2024   | 39.99              | 39.99       | 09/12/2024 |
| 12882        | SPECTRUM                  | 160218701090   | PHONE - EVERGREEN GOLF      | 09/01/2024   | 39.99              | 39.99       | 09/12/2024 |
| 12882        | SPECTRUM                  | 160218701090   | PHONE LINES - CITY          | 09/01/2024   | 119.97             | 119.97      | 09/12/2024 |
| 12882        | SPECTRUM                  | 160218701090   | INTERNET                    | 09/01/2024   | 819.00             | 819.00      | 09/12/2024 |
| 12882        | SPECTRUM                  | STMT 9-15-202  | TV - FIRE                   | 09/15/2024   | 56.36              | 56.36       | 09/27/2024 |
| 12882        | SPECTRUM                  | STMT CH 9-15   | POLICE CABLE TV             | 09/15/2024   | 42.27              | 42.27       | 09/27/2024 |
| 12882        | SPECTRUM                  | STMT YC 9-15-  | PHONE - YOUTH CENTER        | 09/15/2024   | 14.09              | 14.09       | 09/27/2024 |

| Vendor       | Vendor Name                 | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|-----------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| Total 12882: |                             |                |                             |              | 1,872.10           | 1,872.10    |            |
| <b>12965</b> |                             |                |                             |              |                    |             |            |
| 12965        | US CELLULAR                 | 0677798082     | CELL PHONE - EMPLOYEES      | 09/08/2024   | 1,764.08           | 1,764.08    | 09/19/2024 |
| 12965        | US CELLULAR                 | 0677798082     | CELL PHONE - STREETS        | 09/08/2024   | 42.50              | 42.50       | 09/19/2024 |
| 12965        | US CELLULAR                 | 0677798082     | CELL PHONES - PARKS         | 09/08/2024   | 43.00              | 43.00       | 09/19/2024 |
| 12965        | US CELLULAR                 | 0677798082     | CELL PHONES - POLICE        | 09/08/2024   | 371.91             | 371.91      | 09/19/2024 |
| 12965        | US CELLULAR                 | 0677798082     | CELL PHONE SERVICE (FIRE)   | 09/08/2024   | 321.78             | 321.78      | 09/19/2024 |
| 12965        | US CELLULAR                 | 0677798082     | CELL PHONE SERVICE (UTILITI | 09/08/2024   | 921.13             | 921.13      | 09/19/2024 |
| 12965        | US CELLULAR                 | 0678444500     | CELL MODEM - POLICE         | 09/10/2024   | 316.16             | 316.16      | 09/27/2024 |
| 12965        | US CELLULAR                 | 0678444500     | CELL MODEM - ELECTRIC       | 09/10/2024   | 79.04              | 79.04       | 09/27/2024 |
| 12965        | US CELLULAR                 | 0678444500     | AQUATIC CENTER              | 09/10/2024   | 35.51              | 35.51       | 09/27/2024 |
| Total 12965: |                             |                |                             |              | 3,895.11           | 3,895.11    |            |
| <b>12990</b> |                             |                |                             |              |                    |             |            |
| 12990        | UTILITY SALES & SERVICE INC | 0077533-IN     | FLEET VEHICLE MAINTENANCE   | 08/31/2024   | 961.13             | 961.13      | 09/19/2024 |
| Total 12990: |                             |                |                             |              | 961.13             | 961.13      |            |
| <b>13030</b> |                             |                |                             |              |                    |             |            |
| 13030        | BAKER TILLY US LLP          | BT2901717      | SPLIT DISTRIBUTION          | 08/30/2024   | 883.00             | 883.00      | 09/27/2024 |
| 13030        | BAKER TILLY US LLP          | BT2901717      | SPLIT DISTRIBUTION          | 08/30/2024   | 635.00             | 635.00      | 09/27/2024 |
| 13030        | BAKER TILLY US LLP          | BT2901717      | SPLIT DISTRIBUTION          | 08/30/2024   | 1,241.00           | 1,241.00    | 09/27/2024 |
| Total 13030: |                             |                |                             |              | 2,759.00           | 2,759.00    |            |
| <b>13170</b> |                             |                |                             |              |                    |             |            |
| 13170        | WISCONSIN NEWSPRESS         | STMT 8-31-202  | WISCONSIN NEWSPRESS - GF-   | 08/31/2024   | 637.62             | 637.62      | 09/12/2024 |
| 13170        | WISCONSIN NEWSPRESS         | STMT 8-31-202  | ELECTION                    | 08/31/2024   | 25.50              | 25.50       | 09/12/2024 |
| 13170        | WISCONSIN NEWSPRESS         | STMT 8-31-202  | SUB STATION                 | 08/31/2024   | 165.00             | 165.00      | 09/12/2024 |
| Total 13170: |                             |                |                             |              | 828.12             | 828.12      |            |
| <b>13221</b> |                             |                |                             |              |                    |             |            |
| 13221        | WEX BANK                    | 99662306       | FLEET FUELING               | 09/15/2024   | 3,710.61           | 3,710.61    | 09/19/2024 |
| 13221        | WEX BANK                    | 99662306       | FLEET FUELING               | 09/15/2024   | 407.00             | 407.00      | 09/19/2024 |
| 13221        | WEX BANK                    | 99662306       | FLEET FUELING               | 09/15/2024   | 496.43             | 496.43      | 09/19/2024 |
| Total 13221: |                             |                |                             |              | 4,614.04           | 4,614.04    |            |
| <b>30022</b> |                             |                |                             |              |                    |             |            |
| 30022        | ASSOCIATED APPRAISAL CON    | 176163         | CONTRACT - ASSESSOR         | 09/01/2024   | 2,333.95           | 2,333.95    | 09/06/2024 |
| Total 30022: |                             |                |                             |              | 2,333.95           | 2,333.95    |            |
| <b>30023</b> |                             |                |                             |              |                    |             |            |
| 30023        | ATIS ELEVATOR INSPECTIONS   | IN365242       | ELEVATOR - LIBRARY          | 08/29/2024   | 128.63             | 128.63      | 09/06/2024 |
| Total 30023: |                             |                |                             |              | 128.63             | 128.63      |            |
| <b>30028</b> |                             |                |                             |              |                    |             |            |
| 30028        | BAKER & TAYLOR              | 2038454224     | BOOKS - LIBRARY             | 07/30/2024   | 322.36             | 322.36      | 09/06/2024 |
| 30028        | BAKER & TAYLOR              | 2038454224     | SHIPPING - LIBRARY          | 07/30/2024   | 6.45               | 6.45        | 09/06/2024 |
| 30028        | BAKER & TAYLOR              | 2038467907     | BOOKS - LIBRARY             | 08/06/2024   | 958.67             | 958.67      | 09/06/2024 |
| 30028        | BAKER & TAYLOR              | 2038467907     | SHIPPING - LIBRARY          | 08/06/2024   | 19.17              | 19.17       | 09/06/2024 |
| 30028        | BAKER & TAYLOR              | 2038482090     | BOOKS - LIBRARY             | 08/13/2024   | 430.67             | 430.67      | 09/06/2024 |



| Vendor       | Vendor Name               | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|---------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| 30028        | BAKER & TAYLOR            | 2038482090     | SHIPPING - LIBRARY          | 08/13/2024   | 8.61               | 8.61        | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038491268     | BOOKS - LIBRARY             | 08/19/2024   | 332.80             | 332.80      | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038491268     | SHIPPING - LIBRARY          | 08/19/2024   | 6.66               | 6.66        | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038502874     | BOOKS - LIBRARY             | 08/22/2024   | 506.89             | 506.89      | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038502874     | SHIPPING - LIBRARY          | 08/22/2024   | 15.21              | 15.21       | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038502934     | BOOKS - LIBRARY             | 08/22/2024   | 113.18             | 113.18      | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038502934     | SHIPPING - LIBRARY          | 08/22/2024   | 3.40               | 3.40        | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038505257     | BOOKS - LIBRARY             | 08/23/2024   | 238.92             | 238.92      | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038505257     | SHIPPING - LIBRARY          | 08/23/2024   | 7.17               | 7.17        | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038505583     | BOOKS - LIBRARY             | 08/23/2024   | 315.50             | 315.50      | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038505583     | SHIPPING - LIBRARY          | 08/23/2024   | 9.47               | 9.47        | 09/06/2024 |
| 30028        | BAKER & TAYLOR            | 2038511814     | BOOKS - LIBRARY             | 08/27/2024   | 327.85             | 327.85      | 09/12/2024 |
| 30028        | BAKER & TAYLOR            | 2038511814     | SHIPPING - LIBRARY          | 08/27/2024   | 9.84               | 9.84        | 09/12/2024 |
| 30028        | BAKER & TAYLOR            | 2038523717     | BOOKS - LIBRARY             | 09/03/2024   | 553.49             | 553.49      | 09/27/2024 |
| 30028        | BAKER & TAYLOR            | 2038523717     | SHIPPING - LIBRARY          | 09/03/2024   | 16.60              | 16.60       | 09/27/2024 |
| 30028        | BAKER & TAYLOR            | 2038536353     | BOOKS - LIBRARY             | 09/06/2024   | 473.37             | 473.37      | 09/27/2024 |
| 30028        | BAKER & TAYLOR            | 2038536353     | SHIPPING - LIBRARY          | 09/06/2024   | 14.20              | 14.20       | 09/27/2024 |
| 30028        | BAKER & TAYLOR            | 2038547843     | BOOKS - LIBRARY             | 09/11/2024   | 384.44             | 384.44      | 09/27/2024 |
| 30028        | BAKER & TAYLOR            | 2038547843     | SHIPPING - LIBRARY          | 09/11/2024   | 11.53              | 11.53       | 09/27/2024 |
| Total 30028: |                           |                |                             |              | 5,086.45           | 5,086.45    |            |
| <b>30073</b> |                           |                |                             |              |                    |             |            |
| 30073        | COMPLETE OFFICE OF WI     | 774834         | COPY MACHINE - LIBRARY      | 09/10/2024   | 90.78              | 90.78       | 09/12/2024 |
| 30073        | COMPLETE OFFICE OF WI     | 783833         | COPY MACHINE - LIBRARY      | 09/24/2024   | 81.88              | 81.88       | 09/27/2024 |
| 30073        | COMPLETE OFFICE OF WI     | 783833         | MATERIALS SUPPLIES - LIBRAR | 09/24/2024   | 6.84               | 6.84        | 09/27/2024 |
| 30073        | COMPLETE OFFICE OF WI     | AR68383        | COPY MACHINE - LIBRARY      | 08/15/2024   | 47.95              | 47.95       | 09/06/2024 |
| 30073        | COMPLETE OFFICE OF WI     | AR68384        | COPY MACHINE - LIBRARY      | 08/15/2024   | 107.30             | 107.30      | 09/06/2024 |
| 30073        | COMPLETE OFFICE OF WI     | AR69423        | COPY MACHINE CLERK OFFICE   | 09/16/2024   | 155.52             | 155.52      | 09/19/2024 |
| 30073        | COMPLETE OFFICE OF WI     | AR69823        | COPY MACHINE - LIBRARY      | 09/17/2024   | 66.13              | 66.13       | 09/27/2024 |
| 30073        | COMPLETE OFFICE OF WI     | AR69864        | COPY MACHINE - LIBRARY      | 09/17/2024   | 30.31              | 30.31       | 09/27/2024 |
| Total 30073: |                           |                |                             |              | 586.71             | 586.71      |            |
| <b>30084</b> |                           |                |                             |              |                    |             |            |
| 30084        | DELTA DENTAL OF WISCONSIN | 000002210686   | DENTAL - CITY               | 09/17/2024   | 1,144.06           | 1,144.06    | 09/27/2024 |
| 30084        | DELTA DENTAL OF WISCONSIN | 000002210686   | DENTAL - UTILITIES          | 09/17/2024   | 599.80             | 599.80      | 09/27/2024 |
| Total 30084: |                           |                |                             |              | 1,743.86           | 1,743.86    |            |
| <b>30086</b> |                           |                |                             |              |                    |             |            |
| 30086        | DEMCO INC                 | 7531670        | MATERIALS SUPPLIES - LIBRAR | 09/11/2024   | 312.37             | 312.37      | 09/12/2024 |
| Total 30086: |                           |                |                             |              | 312.37             | 312.37      |            |
| <b>30105</b> |                           |                |                             |              |                    |             |            |
| 30105        | DPI                       | 101958         | MATERIALS SUPPLIES - LIBRAR | 09/11/2024   | 139.70             | 139.70      | 09/27/2024 |
| Total 30105: |                           |                |                             |              | 139.70             | 139.70      |            |
| <b>30135</b> |                           |                |                             |              |                    |             |            |
| 30135        | GALE/CENGAGE LEARNING     | 84767588       | BOOKS - LIBRARY             | 08/07/2024   | 65.58              | 65.58       | 09/06/2024 |
| 30135        | GALE/CENGAGE LEARNING     | 84776009       | BOOKS - LIBRARY             | 08/08/2024   | 29.59              | 29.59       | 09/06/2024 |
| 30135        | GALE/CENGAGE LEARNING     | 84780055       | BOOKS - LIBRARY             | 08/09/2024   | 27.99              | 27.99       | 09/06/2024 |
| 30135        | GALE/CENGAGE LEARNING     | 84858649       | BOOKS - LIBRARY             | 08/20/2024   | 30.39              | 30.39       | 09/06/2024 |
| 30135        | GALE/CENGAGE LEARNING     | 85299097       | BOOKS - LIBRARY             | 09/04/2024   | 63.18              | 63.18       | 09/12/2024 |
| 30135        | GALE/CENGAGE LEARNING     | 85335560       | BOOKS - LIBRARY             | 09/05/2024   | 32.79              | 32.79       | 09/27/2024 |

| Vendor       | Vendor Name                | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|----------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| Total 30135: |                            |                |                           |              | 249.52             | 249.52      |            |
| <b>30150</b> |                            |                |                           |              |                    |             |            |
| 30150        | GREAT AMERICA FINANCIAL SE | 37343112       | COPY MACHINE - LIBRARY    | 09/02/2024   | 298.30             | 298.30      | 09/06/2024 |
| Total 30150: |                            |                |                           |              | 298.30             | 298.30      |            |
| <b>30165</b> |                            |                |                           |              |                    |             |            |
| 30165        | HOSPITAL SISTERS HEALTH SY | STMT 9-3-2024  | POLICE EVIDENCE - OWI     | 09/03/2024   | 46.50              | 46.50       | 09/19/2024 |
| Total 30165: |                            |                |                           |              | 46.50              | 46.50       |            |
| <b>30216</b> |                            |                |                           |              |                    |             |            |
| 30216        | MARCO                      | 37343111       | PRINTER CONTRACT          | 09/02/2024   | 172.90             | 172.90      | 09/12/2024 |
| Total 30216: |                            |                |                           |              | 172.90             | 172.90      |            |
| <b>30227</b> |                            |                |                           |              |                    |             |            |
| 30227        | MENARDS                    | 91611          | BRIDGES & GUARDRAILS EQUI | 09/11/2024   | 213.14             | 213.14      | 09/19/2024 |
| Total 30227: |                            |                |                           |              | 213.14             | 213.14      |            |
| <b>30247</b> |                            |                |                           |              |                    |             |            |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 27037          | GARAGE SMALL EQUIPMENT R  | 08/09/2024   | 107.09             | 107.09      | 09/06/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 27498          | GARAGE SMALL EQUIPMENT R  | 08/15/2024   | 9.00               | 9.00        | 09/06/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 27564          | GARAGE SMALL EQUIPMENT R  | 08/16/2024   | 36.00              | 36.00       | 09/06/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 28515          | GARAGE HARDWARE & TOOL    | 08/29/2024   | 16.98              | 16.98       | 09/06/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 28527          | PARKS EQUIPMENT REPAIR &  | 08/30/2024   | 156.72             | 156.72      | 09/06/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 28528          | EVERGREEN GOLF COURSE E   | 08/30/2024   | 5.22               | 5.22        | 09/06/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 28555          | GARAGE LARGE EQUIPMENT R  | 08/30/2024   | 49.66              | 49.66       | 09/06/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 28631          | GARAGE GAS/OIL            | 09/03/2024   | 79.19              | 79.19       | 09/06/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 28721          | GARAGE SMALL EQUIPMENT R  | 09/04/2024   | 198.49             | 198.49      | 09/12/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 28874          | GARAGE HARDWARE & TOOL    | 09/06/2024   | 48.99              | 48.99       | 09/19/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29164          | PARKS EQUIPMENT REPAIR &  | 09/11/2024   | 54.12              | 54.12       | 09/19/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29267          | GARAGE HARDWARE & TOOL    | 09/12/2024   | 6.49               | 6.49        | 09/19/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29268          | PARKS EQUIPMENT REPAIR &  | 02/29/2024   | 104.48             | 104.48      | 09/19/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29321          | GARAGE GAS/OIL            | 09/12/2024   | 99.80              | 99.80       | 09/19/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29341          | STREET SIGNS & MARKINGS - | 09/13/2024   | 55.97              | 55.97       | 09/19/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29343          | GARAGE HARDWARE & TOOL    | 09/13/2024   | 82.45              | 82.45       | 09/19/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29500          | EVERGREEN GOLF COURSE M   | 09/16/2024   | 3.89               | 3.89        | 09/19/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29583          | GARAGE LARGE EQUIPMENT R  | 09/17/2024   | 52.07              | 52.07       | 09/19/2024 |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29655          | AQUATIC CENTER EQUIPMENT  | 09/18/2024   | 18.77              | .00         |            |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29670          | EVERGREEN GOLF COURSE E   | 09/18/2024   | 54.38              | .00         |            |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29698          | GARAGE SMALL EQUIPMENT R  | 09/18/2024   | 77.89              | .00         |            |
| 30247        | NAPA AUTO PARTS OF SHEBOY  | 29700          | GARAGE SMALL EQUIPMENT R  | 09/18/2024   | 39.89              | .00         |            |
| Total 30247: |                            |                |                           |              | 1,053.36           | 862.43      |            |
| <b>30290</b> |                            |                |                           |              |                    |             |            |
| 30290        | PREVEA HEALTH              | 26925          | DRUG SCREEN-ADMIN         | 09/16/2024   | 47.52              | 47.52       | 09/27/2024 |
| 30290        | PREVEA HEALTH              | 26925          | CENTER FOR HEALTH AND WE  | 09/16/2024   | 738.05             | 738.05      | 09/27/2024 |
| 30290        | PREVEA HEALTH              | 26926          | DRUG SCREEN-LIBRARY       | 09/16/2024   | 47.52              | 47.52       | 09/27/2024 |
| 30290        | PREVEA HEALTH              | 26926          | CENTER FOR HEALTH AND WE  | 09/16/2024   | 1,635.22           | 1,635.22    | 09/27/2024 |
| Total 30290: |                            |                |                           |              | 2,468.31           | 2,468.31    |            |

| Vendor       | Vendor Name                | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|----------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|
| <b>30299</b> |                            |                |                          |              |                    |             |            |
| 30299        | RAY OHERRON CO INC         | 2365872        | WEAPON SUPPLIES          | 09/16/2024   | 824.00             | 824.00      | 09/19/2024 |
| Total 30299: |                            |                |                          |              | 824.00             | 824.00      |            |
| <b>30309</b> |                            |                |                          |              |                    |             |            |
| 30309        | RIVISTAS SUBSCRIPTION SERV | 49409          | MAGAZINES - LIBRARY      | 08/21/2024   | 4,375.96           | 4,375.96    | 09/06/2024 |
| Total 30309: |                            |                |                          |              | 4,375.96           | 4,375.96    |            |
| <b>30310</b> |                            |                |                          |              |                    |             |            |
| 30310        | RONS TREE FARM             | 20262          | TREE CONTROL CAP C       | 07/31/2024   | 240.00             | 240.00      | 09/19/2024 |
| Total 30310: |                            |                |                          |              | 240.00             | 240.00      |            |
| <b>30335</b> |                            |                |                          |              |                    |             |            |
| 30335        | SHEBOYGAN COUNTY TREASU    | STMT 9-3-2024  | DOG LICENSES DUE TO COUN | 09/03/2024   | 466.20             | 466.20      | 09/11/2024 |
| 30335        | SHEBOYGAN COUNTY TREASU    | STMT 9-3-2024  | DOG LICENSES DUE TO COUN | 09/03/2024   | 15.80              | 15.80       | 09/11/2024 |
| Total 30335: |                            |                |                          |              | 482.00             | 482.00      |            |
| <b>30355</b> |                            |                |                          |              |                    |             |            |
| 30355        | SUPERIOR VISION INSURANCE  | 0000847822     | VISION - CITY            | 09/11/2024   | 161.37             | 161.37      | 09/27/2024 |
| 30355        | SUPERIOR VISION INSURANCE  | 0000847822     | VISION - UTILITIES       | 09/11/2024   | 134.99             | 134.99      | 09/27/2024 |
| Total 30355: |                            |                |                          |              | 296.36             | 296.36      |            |
| <b>30362</b> |                            |                |                          |              |                    |             |            |
| 30362        | TAYLOR READY-MIX           | 60843          | SIDEWALK IMPROVEMENTS CA | 08/22/2024   | 783.00             | 783.00      | 09/19/2024 |
| Total 30362: |                            |                |                          |              | 783.00             | 783.00      |            |
| <b>30423</b> |                            |                |                          |              |                    |             |            |
| 30423        | WISCONSIN DEPARTMENT OF    | STMT 8-31-202  | CIB WORCS                | 08/31/2024   | 14.00              | 14.00       | 09/12/2024 |
| Total 30423: |                            |                |                          |              | 14.00              | 14.00       |            |
| <b>30432</b> |                            |                |                          |              |                    |             |            |
| 30432        | WISCONSIN LIBRARY ASSOCIA  | 21123          | WLA CONFERENCE - LIBRARY | 09/11/2024   | 450.00             | 450.00      | 09/12/2024 |
| 30432        | WISCONSIN LIBRARY ASSOCIA  | 21124          | WLA CONFERENCE - LIBRARY | 09/11/2024   | 450.00             | 450.00      | 09/12/2024 |
| Total 30432: |                            |                |                          |              | 900.00             | 900.00      |            |
| <b>30434</b> |                            |                |                          |              |                    |             |            |
| 30434        | WISCONSIN PUBLIC SERVICE   | 5163395567     | UTILITIES GARAGE         | 09/04/2024   | 29.59              | 29.59       | 09/12/2024 |
| 30434        | WISCONSIN PUBLIC SERVICE   | 5163395567     | UTILITIES GOLF           | 09/04/2024   | 16.77              | 16.77       | 09/12/2024 |
| 30434        | WISCONSIN PUBLIC SERVICE   | 5163395567     | UTILITIES LIBRARY        | 09/04/2024   | 21.16              | 21.16       | 09/12/2024 |
| 30434        | WISCONSIN PUBLIC SERVICE   | 5163395567     | UTILITIES POOL           | 09/04/2024   | 1,250.13           | 1,250.13    | 09/12/2024 |
| 30434        | WISCONSIN PUBLIC SERVICE   | 5163395567     | UTILITIES SKI HILL       | 09/04/2024   | 16.77              | 16.77       | 09/12/2024 |
| 30434        | WISCONSIN PUBLIC SERVICE   | 5163395567     | UTILITIES YOUTH CENTER   | 09/04/2024   | 11.25              | 11.25       | 09/12/2024 |
| 30434        | WISCONSIN PUBLIC SERVICE   | STMT091124     | NATURAL GAS SERVICE      | 08/21/2024   | 377.51             | 377.51      | 09/12/2024 |
| 30434        | WISCONSIN PUBLIC SERVICE   | STMT091124A    | NATURAL GAS SERVICE      | 08/26/2024   | 30.06              | 30.06       | 09/12/2024 |
| Total 30434: |                            |                |                          |              | 1,753.24           | 1,753.24    |            |
| <b>30452</b> |                            |                |                          |              |                    |             |            |
| 30452        | YOUR FLEETCARD PROGRAM     | STMT 9-6-2024  | GAS & OIL - FIRE         | 09/06/2024   | 898.77             | 898.77      | 09/27/2024 |

| Vendor       | Vendor Name                | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|----------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| Total 30452: |                            |                |                             |              | 898.77             | 898.77      |            |
| <b>50014</b> |                            |                |                             |              |                    |             |            |
| 50014        | AYRES ASSOCIATES           | 217855         | DAM - REPLACEMENT ENGINE    | 09/19/2024   | 8,062.87           | 8,062.87    | 09/27/2024 |
| Total 50014: |                            |                |                             |              | 8,062.87           | 8,062.87    |            |
| <b>50106</b> |                            |                |                             |              |                    |             |            |
| 50106        | MIDWEST TAPE LLC           | 505890063      | AV - LIBRARY                | 08/12/2024   | 124.45             | 124.45      | 09/06/2024 |
| 50106        | MIDWEST TAPE LLC           | 505909623      | AV - LIBRARY                | 08/19/2024   | 167.20             | 167.20      | 09/06/2024 |
| 50106        | MIDWEST TAPE LLC           | 506018430      | AV - LIBRARY                | 09/09/2024   | 54.74              | 54.74       | 09/27/2024 |
| Total 50106: |                            |                |                             |              | 346.39             | 346.39      |            |
| <b>91508</b> |                            |                |                             |              |                    |             |            |
| 91508        | MOTOROLA SOLUTIONS         | 8281972123     | RADIO EQUIPMENT             | 09/05/2024   | 21,356.15          | 21,356.15   | 09/19/2024 |
| Total 91508: |                            |                |                             |              | 21,356.15          | 21,356.15   |            |
| <b>91561</b> |                            |                |                             |              |                    |             |            |
| 91561        | PACE ANALYTICAL SERVICES I | 2440150874     | SLUDGE DISPOSAL             | 09/05/2024   | 300.00             | 300.00      | 09/19/2024 |
| Total 91561: |                            |                |                             |              | 300.00             | 300.00      |            |
| <b>91741</b> |                            |                |                             |              |                    |             |            |
| 91741        | LAKESHORE TECHNICAL COLL   | LTC-SF-00006   | RICK, ZACHARY EMT FALL 2023 | 09/05/2024   | 698.88             | 698.88      | 09/06/2024 |
| Total 91741: |                            |                |                             |              | 698.88             | 698.88      |            |
| <b>91993</b> |                            |                |                             |              |                    |             |            |
| 91993        | HIGH STAR SUPPLY           | 45997          | PARKS EQUIPMENT REPAIR &    | 08/29/2024   | 60.99              | 60.99       | 09/06/2024 |
| Total 91993: |                            |                |                             |              | 60.99              | 60.99       |            |
| <b>92133</b> |                            |                |                             |              |                    |             |            |
| 92133        | ENDURACLEAN INC            | 16341          | BUILDING MAINTENANCE - LIB  | 08/27/2024   | 46.81              | 46.81       | 09/06/2024 |
| 92133        | ENDURACLEAN INC            | 16347          | CENTER PULL TOWEL           | 08/30/2024   | 263.00             | 263.00      | 09/19/2024 |
| 92133        | ENDURACLEAN INC            | 16347          | TOILET PAPER                | 08/30/2024   | 75.08              | 75.08       | 09/19/2024 |
| Total 92133: |                            |                |                             |              | 384.89             | 384.89      |            |
| <b>92139</b> |                            |                |                             |              |                    |             |            |
| 92139        | MID-AMERICAN RESEARCH CH   | 0829498-IN     | WWTP BUILDING & GROUNDS     | 09/12/2024   | 146.34             | 146.34      | 09/27/2024 |
| Total 92139: |                            |                |                             |              | 146.34             | 146.34      |            |
| <b>92148</b> |                            |                |                             |              |                    |             |            |
| 92148        | ANSER                      | 6509-090924    | ANSWERING SERVICE           | 09/09/2024   | 440.00             | 440.00      | 09/12/2024 |
| Total 92148: |                            |                |                             |              | 440.00             | 440.00      |            |
| <b>92174</b> |                            |                |                             |              |                    |             |            |
| 92174        | AIRGAS USA LLC             | 5510165923     | BOTTLED GAS CYLINDER RENT   | 08/31/2024   | 76.34              | 76.34       | 09/27/2024 |
| 92174        | AIRGAS USA LLC             | 5510245535     | BOTTLED GAS CYLINDER RENT   | 08/31/2024   | 71.97              | 71.97       | 09/19/2024 |
| 92174        | AIRGAS USA LLC             | 5510245535     | BOTTLED GAS CYLINDER RENT   | 08/31/2024   | 70.68              | 70.68       | 09/19/2024 |
| 92174        | AIRGAS USA LLC             | 9152980847     | GARAGE HARDWARE & TOOL      | 08/14/2024   | 234.70             | 234.70      | 09/12/2024 |
| 92174        | AIRGAS USA LLC             | 9153348937     | GARAGE HARDWARE & TOOL      | 09/03/2024   | 26.90              | 26.90       | 09/19/2024 |

| Vendor       | Vendor Name              | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|--------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|
| 92174        | AIRGAS USA LLC           | 9153431483     | GARAGE HARDWARE & TOOL       | 09/05/2024   | 304.30             | 304.30      | 09/19/2024 |
| Total 92174: |                          |                |                              |              | 784.89             | 784.89      |            |
| <b>92475</b> |                          |                |                              |              |                    |             |            |
| 92475        | J F AHERN CO             | 671076         | SPRINKLER INSPECTION - LIBR  | 08/08/2024   | 460.00             | 460.00      | 09/06/2024 |
| 92475        | J F AHERN CO             | 671881         | HVAC MAINT - LIBRARY         | 08/12/2024   | 1,294.50           | 1,294.50    | 09/06/2024 |
| 92475        | J F AHERN CO             | 677209         | 5 YEAR SPRINKLER INSP - LIBR | 09/04/2024   | 890.00             | 890.00      | 09/12/2024 |
| Total 92475: |                          |                |                              |              | 2,644.50           | 2,644.50    |            |
| <b>92813</b> |                          |                |                              |              |                    |             |            |
| 92813        | MARSHALL SIGN LLC        | 299103         | NAME/TITLE - TERESE SHAW     | 09/03/2024   | 22.00              | 22.00       | 09/12/2024 |
| Total 92813: |                          |                |                              |              | 22.00              | 22.00       |            |
| <b>92982</b> |                          |                |                              |              |                    |             |            |
| 92982        | HOPP NEUMANN HUMKE LLP   | 9431-615       | LEGAL SERVICE                | 09/05/2024   | 4,350.00           | 4,350.00    | 09/12/2024 |
| 92982        | HOPP NEUMANN HUMKE LLP   | 9436-628       | LEGAL SERVICE                | 09/06/2024   | 1,065.00           | 1,065.00    | 09/12/2024 |
| Total 92982: |                          |                |                              |              | 5,415.00           | 5,415.00    |            |
| <b>93036</b> |                          |                |                              |              |                    |             |            |
| 93036        | SEERA FOCUS ON ENERGY    | STMT092424     | FOCUS ON ENERGY PAYMENT      | 09/24/2024   | 6,239.44           | 6,239.44    | 09/27/2024 |
| Total 93036: |                          |                |                              |              | 6,239.44           | 6,239.44    |            |
| <b>93069</b> |                          |                |                              |              |                    |             |            |
| 93069        | DEGROOT INC              | STMT091124     | FOREST AVENUE - CITY         | 09/11/2024   | 295,825.02         | 295,825.02  | 09/12/2024 |
| 93069        | DEGROOT INC              | STMT091124     | FOREST AVENUE - UTILITY      | 09/11/2024   | 57,753.61          | 57,753.61   | 09/12/2024 |
| 93069        | DEGROOT INC              | STMT091124     | FOREST AVENUE - UTILITY (SA  | 09/11/2024   | 15,976.49          | 15,976.49   | 09/12/2024 |
| Total 93069: |                          |                |                              |              | 369,555.12         | 369,555.12  |            |
| <b>93142</b> |                          |                |                              |              |                    |             |            |
| 93142        | UNEMPLOYMENT INSURANCE   | 000013408555   | ACCT #692148-000-4           | 09/11/2024   | 1,122.03           | 1,122.03    | 09/12/2024 |
| Total 93142: |                          |                |                              |              | 1,122.03           | 1,122.03    |            |
| <b>93377</b> |                          |                |                              |              |                    |             |            |
| 93377        | SHRED IT USA             | 8008178447     | PAPER SHREDDING SERVICE      | 08/25/2024   | 117.83             | 117.83      | 09/12/2024 |
| Total 93377: |                          |                |                              |              | 117.83             | 117.83      |            |
| <b>93398</b> |                          |                |                              |              |                    |             |            |
| 93398        | STUART C IRBY CO         | S013865777.0   | WIRE, 127 AWA AL HENDRIX ME  | 08/28/2024   | 61,875.00          | 61,875.00   | 09/19/2024 |
| 93398        | STUART C IRBY CO         | S013912416.0   | WIRE, 127 AWA AL HENDRIX ME  | 09/02/2024   | 61,875.00          | 61,875.00   | 09/27/2024 |
| Total 93398: |                          |                |                              |              | 123,750.00         | 123,750.00  |            |
| <b>93432</b> |                          |                |                              |              |                    |             |            |
| 93432        | ADVANCED DISPOSAL SVCS S | 0130797-4172-  | WASTE DISPOSAL SERVICE       | 09/03/2024   | 490.23             | 490.23      | 09/12/2024 |
| 93432        | ADVANCED DISPOSAL SVCS S | 0130797-4172-  | WASTE DISPOSAL SERVICE       | 09/03/2024   | 381.92             | 381.92      | 09/12/2024 |
| Total 93432: |                          |                |                              |              | 872.15             | 872.15      |            |
| <b>93556</b> |                          |                |                              |              |                    |             |            |
| 93556        | EHLERS INVESTMENT PARTNE | STMT091124     | INVESTMENT FEES              | 09/11/2024   | 2,719.40           | 2,719.40    | 09/12/2024 |

| Vendor       | Vendor Name                | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|----------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|
| 93556        | EHLERS INVESTMENT PARTNE   | STMT091124     | INVESTMENT FEES          | 09/11/2024   | 853.97             | 853.97      | 09/12/2024 |
| Total 93556: |                            |                |                          |              | 3,573.37           | 3,573.37    |            |
| <b>93665</b> |                            |                |                          |              |                    |             |            |
| 93665        | ITSAVVY LLC                | 01519673       | HP PROBOOK 460 G11       | 08/29/2024   | 904.75             | 904.75      | 09/12/2024 |
| 93665        | ITSAVVY LLC                | 01519854       | OFFICE H&B               | 08/30/2024   | 239.67             | 239.67      | 09/12/2024 |
| Total 93665: |                            |                |                          |              | 1,144.42           | 1,144.42    |            |
| <b>93845</b> |                            |                |                          |              |                    |             |            |
| 93845        | HYDRO CORP INC             | CI-02199       | CROSS CONNECTION PROGRA  | 08/29/2024   | 1,083.00           | 1,083.00    | 09/12/2024 |
| Total 93845: |                            |                |                          |              | 1,083.00           | 1,083.00    |            |
| <b>93877</b> |                            |                |                          |              |                    |             |            |
| 93877        | INFOSEND INC               | 270259         | BILL MAILING SERVICE     | 08/30/2024   | 4,723.51           | 4,723.51    | 09/19/2024 |
| Total 93877: |                            |                |                          |              | 4,723.51           | 4,723.51    |            |
| <b>94128</b> |                            |                |                          |              |                    |             |            |
| 94128        | FORSTER ELECTRICAL ENGIN   | 25561          | SUBSTATION #5            | 08/23/2024   | 540.00             | 540.00      | 09/19/2024 |
| 94128        | FORSTER ELECTRICAL ENGIN   | 25562          | SUBSTATION #5            | 08/23/2024   | 33.75              | 33.75       | 09/19/2024 |
| 94128        | FORSTER ELECTRICAL ENGIN   | 25584          | SUBSTATION #5            | 08/26/2024   | 31,382.50          | 31,382.50   | 09/19/2024 |
| 94128        | FORSTER ELECTRICAL ENGIN   | 25614          | STORAGE SHED CA          | 08/29/2024   | 937.50             | 937.50      | 09/19/2024 |
| Total 94128: |                            |                |                          |              | 32,893.75          | 32,893.75   |            |
| <b>94178</b> |                            |                |                          |              |                    |             |            |
| 94178        | HAYDEN WATER COMPANY LLC   | 788            | LABORATORY SUPPLIES      | 09/11/2024   | 196.00             | 196.00      | 09/27/2024 |
| Total 94178: |                            |                |                          |              | 196.00             | 196.00      |            |
| <b>94248</b> |                            |                |                          |              |                    |             |            |
| 94248        | BOBCAT OF JANESVILLE       | 02-284993      | CHIPPER MAINTENANCE      | 08/20/2024   | 249.23             | 249.23      | 09/19/2024 |
| Total 94248: |                            |                |                          |              | 249.23             | 249.23      |            |
| <b>94333</b> |                            |                |                          |              |                    |             |            |
| 94333        | FISCHERS FLEET SERVICE INC | 71548          | FLEET VEHICLE MAINTENANC | 07/25/2024   | 1,291.23           | 1,291.23    | 09/19/2024 |
| 94333        | FISCHERS FLEET SERVICE INC | 71679          | FLEET VEHICLE MAINTENANC | 08/06/2024   | 2,008.41           | 2,008.41    | 09/19/2024 |
| 94333        | FISCHERS FLEET SERVICE INC | 71697          | FLEET VEHICLE MAINTENANC | 08/10/2024   | 1,334.10           | 1,334.10    | 09/19/2024 |
| 94333        | FISCHERS FLEET SERVICE INC | 71800          | FLEET VEHICLE MAINTENANC | 08/30/2024   | 786.79             | 786.79      | 09/19/2024 |
| Total 94333: |                            |                |                          |              | 5,420.53           | 5,420.53    |            |
| <b>94498</b> |                            |                |                          |              |                    |             |            |
| 94498        | WASTE MANAGEMENT OF WI-M   | 0130793-4172-  | CONTRACT - GARBAGE       | 09/03/2024   | 27,164.16          | 27,164.16   | 09/19/2024 |
| 94498        | WASTE MANAGEMENT OF WI-M   | 0130793-4172-  | CONTRACT - RECYCLING     | 09/03/2024   | 9,903.60           | 9,903.60    | 09/19/2024 |
| 94498        | WASTE MANAGEMENT OF WI-M   | 0130793-4172-  | HOUSING AUTH GARBAGE/REC | 09/03/2024   | 345.00             | 345.00      | 09/19/2024 |
| Total 94498: |                            |                |                          |              | 37,412.76          | 37,412.76   |            |
| <b>94517</b> |                            |                |                          |              |                    |             |            |
| 94517        | DEAN ENTERPRISES LLC       | A-161956       | EVERGREEN GOLF COURSE C  | 09/13/2024   | 147.50             | 147.50      | 09/19/2024 |
| 94517        | DEAN ENTERPRISES LLC       | A-161963       | PARKS CONTRACTOR         | 09/13/2024   | 147.50             | 147.50      | 09/19/2024 |

| Vendor       | Vendor Name              | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|--------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| Total 94517: |                          |                |                            |              | 295.00             | 295.00      |            |
| <b>94529</b> |                          |                |                            |              |                    |             |            |
| 94529        | LIFT X LIFT SERVICES LLC | 39222          | TREE CONTROL MATERIALS     | 08/30/2024   | 750.00             | 750.00      | 09/12/2024 |
| Total 94529: |                          |                |                            |              | 750.00             | 750.00      |            |
| <b>94573</b> |                          |                |                            |              |                    |             |            |
| 94573        | DIGICORP INC             | 352182         | SENTINEL ONE EDR SUBSCRIP  | 09/15/2024   | 520.00             | 520.00      | 09/19/2024 |
| 94573        | DIGICORP INC             | 352182         | MICROSOFT EXCHANGE ONLIN   | 09/15/2024   | 4.00               | 4.00        | 09/19/2024 |
| 94573        | DIGICORP INC             | 352217         | FORTINET COTERM MAINTENA   | 09/20/2024   | 190.00             | 190.00      | 09/27/2024 |
| Total 94573: |                          |                |                            |              | 714.00             | 714.00      |            |
| <b>94611</b> |                          |                |                            |              |                    |             |            |
| 94611        | AMBER NIEDFELDT          | 17871808211    | ENERGY STAR INCENTIVE - R  | 09/05/2024   | 25.00              | 25.00       | 09/12/2024 |
| Total 94611: |                          |                |                            |              | 25.00              | 25.00       |            |
| <b>95004</b> |                          |                |                            |              |                    |             |            |
| 95004        | RICHARD VANDERSANDE      | 6886342102     | ENERGY STAR INCENTIVE - CW | 09/24/2024   | 40.00              | 40.00       | 09/27/2024 |
| Total 95004: |                          |                |                            |              | 40.00              | 40.00       |            |
| <b>95121</b> |                          |                |                            |              |                    |             |            |
| 95121        | NELSON & ASSOCIATES, LLC | 7181 & 4345    | UNIFORMS - POLICE          | 09/10/2024   | 198.79             | 198.79      | 09/19/2024 |
| Total 95121: |                          |                |                            |              | 198.79             | 198.79      |            |
| <b>95125</b> |                          |                |                            |              |                    |             |            |
| 95125        | FALLS ACE HARDWARE       | 29378          | TOOLS                      | 09/10/2024   | 16.36              | 16.36       | 09/19/2024 |
| 95125        | FALLS ACE HARDWARE       | 29419          | PARTS                      | 09/12/2024   | 12.58              | 12.58       | 09/27/2024 |
| Total 95125: |                          |                |                            |              | 28.94              | 28.94       |            |
| <b>95150</b> |                          |                |                            |              |                    |             |            |
| 95150        | KATHY WAGNER             | 15870175508A   | ENERGY STAR INCENTIVE - D  | 09/23/2024   | 25.00              | 25.00       | 09/27/2024 |
| Total 95150: |                          |                |                            |              | 25.00              | 25.00       |            |
| <b>95154</b> |                          |                |                            |              |                    |             |            |
| 95154        | IDENTISYS INC            | 684898         | CD800 R010 COLOR RIBBON    | 09/19/2024   | 160.00             | 160.00      | 09/19/2024 |
| 95154        | IDENTISYS INC            | 684898         | FREIGHT                    | 09/19/2024   | 32.45              | 32.45       | 09/19/2024 |
| Total 95154: |                          |                |                            |              | 192.45             | 192.45      |            |
| <b>95222</b> |                          |                |                            |              |                    |             |            |
| 95222        | BOUND TREE MEDICAL, LLC  | STMT 9-1-2024  | MEDICAL SUPPLIES - FIRE    | 09/01/2024   | 215.58             | 215.58      | 09/19/2024 |
| Total 95222: |                          |                |                            |              | 215.58             | 215.58      |            |
| <b>95391</b> |                          |                |                            |              |                    |             |            |
| 95391        | BELCO VEHICLE SOLUTIONS  | 9654           | CAP-C VEHICLES POLICE      | 09/02/2024   | 9,280.21           | 9,280.21    | 09/19/2024 |
| Total 95391: |                          |                |                            |              | 9,280.21           | 9,280.21    |            |

| Vendor       | Vendor Name               | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|---------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| <b>95459</b> |                           |                |                            |              |                    |             |            |
| 95459        | BLACK DAWG DIESEL LLC     | 6075           | FLEET MAINT.               | 09/13/2024   | 1,986.26           | 1,986.26    | 09/19/2024 |
| 95459        | BLACK DAWG DIESEL LLC     | 6114           | FLEET MAINT.               | 09/16/2024   | 1,458.69           | 1,458.69    | 09/19/2024 |
| Total 95459: |                           |                |                            |              | 3,444.95           | 3,444.95    |            |
| <b>95714</b> |                           |                |                            |              |                    |             |            |
| 95714        | TRANSUNION RISK AND ALTER | 1355047-2024   | MINIMUM USAGE FEE          | 09/01/2024   | 75.00              | 75.00       | 09/12/2024 |
| Total 95714: |                           |                |                            |              | 75.00              | 75.00       |            |
| <b>95778</b> |                           |                |                            |              |                    |             |            |
| 95778        | PLAYAWAY PRODUCTS LLC     | 474958         | AV - LIBRARY               | 09/16/2024   | 944.36             | 944.36      | 09/27/2024 |
| Total 95778: |                           |                |                            |              | 944.36             | 944.36      |            |
| <b>95884</b> |                           |                |                            |              |                    |             |            |
| 95884        | LANGE ENTERPRISES OF WIS  | 88691          | STREET SIGNS & MARKINGS M  | 08/23/2024   | 105.21             | 105.21      | 09/06/2024 |
| Total 95884: |                           |                |                            |              | 105.21             | 105.21      |            |
| <b>95899</b> |                           |                |                            |              |                    |             |            |
| 95899        | TERESE SHAW               | STMT 9-13-202  | PETTY CASH - POLICE        | 09/13/2024   | 186.25             | 186.25      | 09/19/2024 |
| Total 95899: |                           |                |                            |              | 186.25             | 186.25      |            |
| <b>95932</b> |                           |                |                            |              |                    |             |            |
| 95932        | KORFF PLUMBING LLC        | 6193           | 312 FOREST AVE             | 08/21/2024   | 8,850.00           | 8,850.00    | 09/12/2024 |
| Total 95932: |                           |                |                            |              | 8,850.00           | 8,850.00    |            |
| <b>95940</b> |                           |                |                            |              |                    |             |            |
| 95940        | GORDON FLESCH COMPANY IN  | IN14833070     | COPY MACHINE               | 09/07/2024   | 225.78             | 225.78      | 09/12/2024 |
| Total 95940: |                           |                |                            |              | 225.78             | 225.78      |            |
| <b>95944</b> |                           |                |                            |              |                    |             |            |
| 95944        | URBAN ELEVATOR SERVICE WI | 319/359/442/74 | RDA - ELEVATOR MAINTENANC  | 09/03/2024   | 1,025.00           | 1,025.00    | 09/19/2024 |
| Total 95944: |                           |                |                            |              | 1,025.00           | 1,025.00    |            |
| <b>95975</b> |                           |                |                            |              |                    |             |            |
| 95975        | RENNERT'S FIRE EQUIPMENT  | 2924           | VEHICLE MAINTENANCE - FIRE | 09/03/2024   | 517.43             | 517.43      | 09/19/2024 |
| 95975        | RENNERT'S FIRE EQUIPMENT  | Credit Memo 7  | VEHICLE MAINTENANCE - FIRE | 08/27/2024   | 100.00-            | 100.00-     | 09/19/2024 |
| Total 95975: |                           |                |                            |              | 417.43             | 417.43      |            |
| <b>96160</b> |                           |                |                            |              |                    |             |            |
| 96160        | LAWSON PRODUCTS INC       | 9311810636     | GARAGE LARGE EQUIPMENT R   | 08/30/2024   | 411.20             | 411.20      | 09/12/2024 |
| 96160        | LAWSON PRODUCTS INC       | 9311810637     | GARAGE LARGE EQUIPMENT R   | 08/30/2024   | 246.72             | 246.72      | 09/12/2024 |
| 96160        | LAWSON PRODUCTS INC       | 9311841617     | STREET SIGNS & MARKINGS M  | 09/12/2024   | 38.08              | 38.08       | 09/19/2024 |
| 96160        | LAWSON PRODUCTS INC       | 9311848949     | STREET SIGNS & MARKINGS M  | 09/16/2024   | 65.78              | 65.78       | 09/19/2024 |
| 96160        | LAWSON PRODUCTS INC       | 9311868209     | EVERGREEN GOLF COURSE E    | 09/23/2024   | 50.00              | 50.00       | 09/27/2024 |
| Total 96160: |                           |                |                            |              | 811.78             | 811.78      |            |
| <b>96197</b> |                           |                |                            |              |                    |             |            |
| 96197        | MEAD & HUNT               | 373612         | DIGESTER ROOF - ENGINEERI  | 09/16/2024   | 1,235.00           | 1,235.00    | 09/19/2024 |



| Vendor       | Vendor Name               | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|--------------|---------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| Total 96197: |                           |                |                             |              | 1,235.00           | 1,235.00    |            |
| <b>96203</b> |                           |                |                             |              |                    |             |            |
| 96203        | ARROWHEAD AERIAL PRODUC   | 9446-AAP       | DOUBLE BOW RETAINER         | 08/30/2024   | 6.21               | 6.21        | 09/19/2024 |
| 96203        | ARROWHEAD AERIAL PRODUC   | 9446-AAP       | O-RING 2-115                | 08/30/2024   | 3.90               | 3.90        | 09/19/2024 |
| 96203        | ARROWHEAD AERIAL PRODUC   | 9446-AAP       | O-RING 2-119                | 08/30/2024   | 3.90               | 3.90        | 09/19/2024 |
| 96203        | ARROWHEAD AERIAL PRODUC   | 9446-AAP       | CHAIN, 14"                  | 08/30/2024   | 28.82              | 28.82       | 09/19/2024 |
| 96203        | ARROWHEAD AERIAL PRODUC   | 9446-AAP       | FREIGHT                     | 08/30/2024   | 27.80              | 27.80       | 09/19/2024 |
| Total 96203: |                           |                |                             |              | 70.63              | 70.63       |            |
| <b>96225</b> |                           |                |                             |              |                    |             |            |
| 96225        | AM CONSTRUCTION SUPPLY IN | 3504           | FIRE EQUIPMENT              | 08/22/2024   | 299.99             | 299.99      | 09/19/2024 |
| Total 96225: |                           |                |                             |              | 299.99             | 299.99      |            |
| <b>96269</b> |                           |                |                             |              |                    |             |            |
| 96269        | AQUALIS                   | PSI-2020-1556  | SANITARY SEWER CLEANING A   | 04/30/2024   | 43,404.60          | 43,404.60   | 09/27/2024 |
| Total 96269: |                           |                |                             |              | 43,404.60          | 43,404.60   |            |
| <b>96277</b> |                           |                |                             |              |                    |             |            |
| 96277        | AQUATIC INFORMATICS INC   | 110220         | SERVER MIGRATION            | 09/10/2024   | 1,316.00           | 1,316.00    | 09/19/2024 |
| Total 96277: |                           |                |                             |              | 1,316.00           | 1,316.00    |            |
| <b>96310</b> |                           |                |                             |              |                    |             |            |
| 96310        | MARC SHUMAN               | STMT 9-4-2024  | COURT RESTITUTION - STROB   | 09/04/2024   | 30.00              | 30.00       | 09/12/2024 |
| Total 96310: |                           |                |                             |              | 30.00              | 30.00       |            |
| <b>96329</b> |                           |                |                             |              |                    |             |            |
| 96329        | CREXENDO                  | 197285         | PHONE - LIBRARY             | 09/01/2024   | 228.96             | 228.96      | 09/06/2024 |
| Total 96329: |                           |                |                             |              | 228.96             | 228.96      |            |
| <b>96383</b> |                           |                |                             |              |                    |             |            |
| 96383        | MEYER YAMAHA              | 31333          | EVERGREEN GOLF COURSE E     | 08/27/2024   | 62.94              | 62.94       | 09/06/2024 |
| Total 96383: |                           |                |                             |              | 62.94              | 62.94       |            |
| <b>96418</b> |                           |                |                             |              |                    |             |            |
| 96418        | FEH DESIGN                | 114246         | SPACE NEEDS STUDY - LIBRAR  | 04/22/2024   | 24,803.02          | 24,803.02   | 09/12/2024 |
| 96418        | FEH DESIGN                | 114470         | SPACE NEEDS STUDY - LIBRAR  | 09/03/2024   | 5,196.98           | 5,196.98    | 09/06/2024 |
| 96418        | FEH DESIGN                | 114470         | COMMUNITY SURVEY - LIBRAR   | 09/03/2024   | 2,800.00           | 2,800.00    | 09/06/2024 |
| 96418        | FEH DESIGN                | 114470         | SPACE NEEDS STUDY - LIBRAR  | 09/03/2024   | 750.22             | 750.22      | 09/06/2024 |
| 96418        | FEH DESIGN                | 114510         | COMMUNITY SURVEY - LIBRAR   | 08/09/2024   | 700.00             | 700.00      | 09/06/2024 |
| 96418        | FEH DESIGN                | 114510         | SPACE NEEDS STUDY - LIBRAR  | 08/09/2024   | 718.84             | 718.84      | 09/06/2024 |
| Total 96418: |                           |                |                             |              | 34,969.06          | 34,969.06   |            |
| <b>96491</b> |                           |                |                             |              |                    |             |            |
| 96491        | ARLINGTON ROOFING SOLUTI  | 05067          | CAP C CITY HALL BUILDING IM | 08/30/2024   | 19,200.00          | 19,200.00   | 09/27/2024 |
| Total 96491: |                           |                |                             |              | 19,200.00          | 19,200.00   |            |

| Vendor        | Vendor Name              | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------|--------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|
| <b>96492</b>  |                          |                |                           |              |                    |             |            |
| 96492         | BORYS ANTONYUK           | BL049936-5     | OVERPAYMENT FOR CITATION  | 09/04/2024   | 63.00              | 63.00       | 09/12/2024 |
| Total 96492:  |                          |                |                           |              | 63.00              | 63.00       |            |
| <b>96493</b>  |                          |                |                           |              |                    |             |            |
| 96493         | HANNAH & CODY WISMAN     | 1885372309     | REFUND OVERPAYMENT        | 09/11/2024   | 33.84              | 33.84       | 09/12/2024 |
| Total 96493:  |                          |                |                           |              | 33.84              | 33.84       |            |
| <b>96494</b>  |                          |                |                           |              |                    |             |            |
| 96494         | MELVIN & CAROLE OAKLEY   | 6883698111     | REFUND OVERPAYMENT        | 09/11/2024   | 42.74              | 42.74       | 09/12/2024 |
| Total 96494:  |                          |                |                           |              | 42.74              | 42.74       |            |
| <b>96495</b>  |                          |                |                           |              |                    |             |            |
| 96495         | DOMINIC GAROFALO         | STMT091124     | REIMBURSEMENT OVERPAYME   | 09/11/2024   | 2,907.70           | 2,907.70    | 09/12/2024 |
| Total 96495:  |                          |                |                           |              | 2,907.70           | 2,907.70    |            |
| <b>96496</b>  |                          |                |                           |              |                    |             |            |
| 96496         | CHELSEA CADOTTE          | STMT 9-16-202  | BARTENDER LIC REFUND - DE | 09/16/2024   | 15.00              | 15.00       | 09/19/2024 |
| Total 96496:  |                          |                |                           |              | 15.00              | 15.00       |            |
| <b>96497</b>  |                          |                |                           |              |                    |             |            |
| 96497         | WVRC GRAFTON             | 945372         | PRMISING - FREY           | 05/31/2024   | 543.69             | 543.69      | 09/19/2024 |
| Total 96497:  |                          |                |                           |              | 543.69             | 543.69      |            |
| <b>96498</b>  |                          |                |                           |              |                    |             |            |
| 96498         | C A RITTENHOUSE          | 18875621001    | REFUND OVERPAYMENT        | 09/12/2024   | 276.55             | 276.55      | 09/19/2024 |
| Total 96498:  |                          |                |                           |              | 276.55             | 276.55      |            |
| <b>96499</b>  |                          |                |                           |              |                    |             |            |
| 96499         | HOWARD LAMERE            | 15882038909    | REFUND OVERPAYMENT        | 09/18/2024   | 69.99              | 69.99       | 09/19/2024 |
| Total 96499:  |                          |                |                           |              | 69.99              | 69.99       |            |
| <b>96500</b>  |                          |                |                           |              |                    |             |            |
| 96500         | REDEVELOPMENT RESOURCE   | 1106           | HOUSING MARKET ANALYSIS   | 09/19/2024   | 11,520.00          | 11,520.00   | 09/27/2024 |
| Total 96500:  |                          |                |                           |              | 11,520.00          | 11,520.00   |            |
| <b>96501</b>  |                          |                |                           |              |                    |             |            |
| 96501         | CURTISS & GRETCHEN ANDRE | APPROVED 9-    | MILL POND DAM CONSTRUCTI  | 09/24/2024   | 65,000.00          | .00         | 09/25/2024 |
| Total 96501:  |                          |                |                           |              | 65,000.00          | .00         |            |
| Grand Totals: |                          |                |                           |              | 975,186.53         | 909,875.60  |            |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--------|-------------|----------------|-------------|--------------|--------------------|-------------|-----------|
|--------|-------------|----------------|-------------|--------------|--------------------|-------------|-----------|

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:

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THE FINANCE COMMITTEE

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

Report Criteria:

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

## MEETING AGENDA

FINANCE & PERSONNEL COMMITTEE OF THE  
PLYMOUTH COMMON COUNCIL  
COUNCIL CHAMBERS  
128 SMITH STREET  
CITY OF PLYMOUTH, WISCONSIN

TUESDAY SEPTEMBER 24, 2024

- 1. Call to Order and Roll Call:** Finance & Personnel Committee Chair Penkwitz called the meeting to order at 6:15 PM. On call of the roll, the following members were present: Mayor Pohlman, John Nelson, Diane Gilson, and Mike Penkwitz. Also present were: John Binder, Angie Matzdorf, Greg Hildebrand, Deputy Police Chief Ken Ruggles, Finance Manager Chris Russo, Director of Public Works Cathy Austin, City Administrator/Utilities Manager Tim Blakeslee, and City Clerk Anna Voigt.
- 2. Approval of Meeting Minutes for September 10, 2024 meeting:** Motion was made by Gilson/Tauscheck to approve the minutes from September 10. A unanimous aye vote was cast. Motion carried.
- 3. 2025 Budget Work Session – Utility Operating and Capital and Debt Financing:** Blakeslee presented the proposed Operation and Capital budget for the Utilities. There are no proposed rate adjustments for water utility and wastewater utility. Electric Utility rate adjustment is currently under review at the PSC. It will likely be implemented early 2025.
- 4. Adjournment:** Motion was made by Tauscheck/Gilson to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

**Plymouth Community Television  
Board Meeting 09/09/2024**

Checking: 535.03  
Unrestricted: 779.29  
Restricted: 17,694.46

Attendance: Kurt Zolp, Gary Kaiser, Mike Penkwitz, Virginia Stemper, Mike Briggs, and Konrad Kaczkowski

Kurt Zolp is attempting to port the existing phone number with the school line. He is also trying to find out costs with teaming up with Spectrum.

Mike reported TV-14 continues its search for additional camera people. Gary reported there are close to a Thousand hits (viewing) on the Plymouth Community Television YouTube website, on shows such as Plymouth Dirt Track Racing and some High School sporting events. Mike commented that the trip to Portage to film the football game was 85 miles one way.

School Board meeting on September 17<sup>th</sup> and that Action-14 and Veteran to Veteran will be filmed prior to that meeting

**NEXT BOARD MEETING MONDAY OCTOBER 7<sup>TH</sup>, 2024 5:00 PM AT THE HIGH SCHOOL**

Respectfully Submitted

Konrad Kaczkowski



|       |             |             |             |             |             |             |             |             |             |      |      |      |              |
|-------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------|------|------|--------------|
| TOTAL | \$ 5,262.74 | \$ 3,831.68 | \$ 5,499.84 | \$ 3,957.41 | \$ 7,640.65 | \$ 4,006.22 | \$ 4,523.25 | \$ 3,617.20 | \$ 4,674.11 | \$ - | \$ - | \$ - | \$ 43,013.10 |
|-------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------|------|------|--------------|

**JOINT REVIEW BOARD  
CITY OF PLYMOUTH  
TAX INCREMENTAL DISTRICT NO. 7  
BOUNDARY AMENDMENT  
October 2, 2024**

**MINUTES**

1. **Call to order:** The meeting was called to order at 9:00 AM in Room 305 at Plymouth City Hall, 128 Smith Street, Plymouth, Wisconsin, by Don Pohlman.
2. **Roll Call:** The following were present: Don Pohlman – City Representative, Grace Meyer – Public Member, John Wyatt – Lakeshore College Representative, Amy Williams – Plymouth School District Representative, and Thomas Wegner – Sheboygan County Representative. Also present: City Administrator/Utilities Manager Tim Blakeslee, City Clerk Voigt, Kayla Thorpe and Phil Cosson from Elhers.
3. **Approval of Minutes:** Motion was made by Wegner/Wyatt to approve the minutes with a minor correction. A unanimous aye vote was cast. Motion carried.
4. **Review the public record, planning documents and the resolutions passed by the Plan Commission and Common Council:** Blakeslee and Thorpe explained the Plan Commission passed the TID Resolution at their meeting on September 5 and Common Council passed their TID Resolution at their meeting on September 24. The date the Council passed their Resolution is the date the TID was created. This date is important because TIDs created after October 1, 2024 will have a reduced final incremental value when the TID closes.
5. **Consideration of “Resolution Approving the Creation of Tax Incremental District No. 7”:** Motion was made by Wegner/Williams to approve the Resolution Approving the Creation of Tax Incremental District No. 7. Upon the call of the roll, all voted aye. Motion carried.
6. **Adjourn:** Wegner/Williams made a motion to adjourn. A unanimous aye vote was cast. Motion carried.

**Anna Voigt**



**Contracted inspection fees from the office of Pete Scheuerman  
City Of Plymouth    Sept. 2024**

| Permits | Date | Address           | Name           | Description  | Value      | Fees       |            | City     | Fees Not Taken |
|---------|------|-------------------|----------------|--------------|------------|------------|------------|----------|----------------|
|         |      |                   |                |              |            | Contract   |            |          |                |
| 24320   | 8/26 | 520 N Milwaukee   | Raub           | Windows      | 6,534.00   | \$42.00    | \$37.80    | \$4.20   |                |
| 24321   | 8/27 | 117 Selma         | Dulmes         | Deck         | 60,000.00  | \$110.00   | \$50.00    | \$5.00   | \$55.00        |
| Z24322  | 8/27 | 30 S Milwaukee    | Gremaner       | Fence        | 1,750.00   | \$35.00    | \$0.00     | \$35.00  |                |
| 24323   | 8/27 | 2218 Fairfield    | Bolleg         | Deck Rail    | 10,000.00  | \$60.00    | \$54.00    | \$6.00   |                |
| 24324   | 8/28 | 842 Chaplin       | Siech          | Windows      | 44,454.00  | \$270.00   | \$243.00   | \$27.00  |                |
| 24325   | 8/28 | 411 CTY PP        | Master Gallery | HVAC         | 634,000.00 | \$3,804.00 | \$3,765.96 | \$38.04  |                |
| 24326   | 9/2  | 1 Persnickety     | Sargento       | Remodel      | 184,000.00 | \$385.00   | \$175.00   | \$35.00  | \$175.00       |
| 24327   | 9/2  | 2352 Ryan         | SH Remodel     | New Home     | 350,000.00 | \$943.00   | \$495.00   | \$119.00 | \$329.00       |
| 24328   | 9/4  | 101 E Mill        | Fetterer       | RTU/HVAC     | 12,000.00  | \$72.00    | \$64.80    | \$7.20   |                |
| 24329   | 9/9  | 520 N Milwaukee   | Hyatt          | New Bath     | 17,000.00  | \$220.00   | \$100.00   | \$20.00  | \$100.00       |
| Z24330  | 9/10 | 127 Selma         | Mabie          | Fence        | 3,500.00   | \$35.00    | \$0.00     | \$35.00  |                |
| 24331   | 9/10 | 227 Division      | Haucke         | Windows      | 12,950.00  | \$78.00    | \$70.20    | \$7.80   |                |
| 24332   | 9/10 | 1203 Fairview     | Alliance Chr   | Remodel      | 20,000.00  | \$385.00   | \$175.00   | \$35.00  | \$175.00       |
| 24333   | 9/10 | 922 Krumrey       | Kleefish       | Shed         | 3,000.00   | \$55.00    | \$50.00    | \$5.00   |                |
| 24334   | 9/11 | 138 Tumbler Ridge | Nenollomeum    | Garage Add.  | 50,000.00  | \$165.00   | \$75.00    | \$15.00  | \$75.00        |
| 24335   | 9/11 | 138 Tumbler Ridge | Nenollomeum    | Shed         | 4,500.00   | \$55.00    | \$50.00    | \$5.00   |                |
| 24336   | 9/11 | 1372 Greystone    | Makowski       | Furnace      | 2,850.00   | \$55.00    | \$50.00    | \$5.00   |                |
| 24337   | 9/11 | 120 Caroline      | Hechel         | Deck         | 3,000.00   | \$110.00   | \$0.00     | \$10.00  | \$100.00       |
| Z24338  | 9/11 | 542 Walton        | MME Holding    | Signs        | 4,519.00   | \$140.00   | \$0.00     | \$140.00 |                |
| 24339   | 9/12 | 24 W Prospect     | Schirmer       | Windows      | 6,200.00   | \$42.00    | \$37.80    | \$4.20   |                |
| 24340   | 9/12 | 187 Maple         | Stenz          | Garage       | 15,000.00  | \$110.00   | \$50.00    | \$10.00  | \$50.00        |
| 24341   | 9/12 | 129 Bishop        | Masarik        | Kit. Remodel | 15,000.00  | \$220.00   | \$0.00     | \$20.00  | \$200.00       |
| 24342   | 9/12 | 717 Ash           | Zacharek       | Patio        | 4,930.00   | \$30.00    | \$27.00    | \$3.00   |                |



|   |                |
|---|----------------|
| No. of All Building Permits   | 47             |
| Valuation of all Building Permits<br><i>including commercial additions and remodeling</i> | \$1,463,161.00 |
| No. of New Single Family Homes  | 1              |
| Valuation of all New Home<br><i>including Two Families</i>                                | \$350,000.00   |
| 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.<br>Valuation of Additions                  | 0<br>\$0.00    |
| Total Permits   | 48             |
| Total Value   | \$1,813,161.00 |



## Plymouth City Council

Re: Annual Trunk or Treat/Halloween Safety Program

Date: October 27<sup>th</sup> 2024

Time: 1pm-3pm

Location: Stayer Park & parking lot

The American Legion Family, Ladewig-Zinkgraf, Post 243, will be sponsoring the Trunk or Treat before the city Trick or Treat.

The Police Department, Fire Department, FFA, FBLA, Businesses, and individuals will again be invited to help us kick off the Trick or Treating in Plymouth handing out treats and Halloween safety materials.

This year we would like to add to the festivities by having a new local upcoming youth band to play in the band shell, Moon Pool, hoping to increase attendance.

The Ladewig-Zinkgraf Post 243 is requesting the Plymouth City Council to waive the fees for the use of the Stayer Band Shell for the 2 hours during Trunk or Treat. Our Legion Post continues to sponsor and attend community events throughout the year.

Thank you for your consideration,

Ladewig-Zinkgraf Post 243 Vice- Commander

DuWayne Wieck



# Application for Event

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

Applicant Name DUWAYNE WIECK Phone Number 920-627-1879

Address 2301 DOUGLAS DR. City PLYMOUTH Zip 53073

Are you a 501 (C-3) non-profit organization?  No  Yes Tax Exempt # 39-6075423

I have included my organization's proof of insurance with this form.  
 I am exempt from requiring proof of insurance because 501 C19 ALREADY ON FILE

Authorized Agent DUWAYNE WIECK (Clerk/Treas. Initials) CEW  
Home Phone 920-627-1879  
Bus. Phone \_\_\_\_\_

Address 2301 DOUGLAS DR. 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)
  - Block Party
  - Financial Gain Event (map required)
  - Community/Park Event
  - Parade/Street Closing (map required)
  - Runs/Walks (map required)
  - Business/Organization Event
  - Other \_\_\_\_\_

Event Date(s): OCTOBER 27<sup>th</sup> 2024 Start/End Time: 1pm - 3pm

Name of Activity TRUNK OR TREAT Purpose: HALLOWEEN SAFETY

Assembly Area STAYER PARK Dispersal Area: \_\_\_\_\_

Estimated Attendance \_\_\_\_\_ No. of Parade Units: N/A

Location of Block Party N/A  
(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 checked="" type="checkbox"/> | <input type="checkbox"/>            | Amplification Equipment  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Electricity Needed          | <input checked="" 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 type="checkbox"/>            | <input checked="" type="checkbox"/> | Street Closure              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Snowmobiles/ATV's        |
| <input type="checkbox"/>            | <input 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 it's 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 Oct. 3<sup>rd</sup> 2024 Signature DuWayne Wieck  
(Must be Applicant or Duly Authorized Agent)





# City of Plymouth Parks & Youth Center Rental Agreement

These facilities are rented on a First Come – First Serve basis.

Rental of Park Facilities for the current year will begin on the first Monday in February of that year.

Application Date Sept. 20<sup>th</sup> 2024 Date of Rental October 27<sup>th</sup> 2024  
 Park Stayer Park Band Shell Facility \_\_\_\_\_  
 Purpose of Rental Trunk or Treat  
 Approximate # of people attending \_\_\_\_\_ Time Rented From: 12:00 pm To: 4:00 pm

### ENTRY INTO THE RENTED FACILITY GRANTED ON THE DAY(S) OF RENTAL ONLY.

Applicant Name/Responsible Party Plymouth Ladewig-Jenkgraf Post 243  
 Address P.O. Box 416 City Plymouth  
 Home Phone # 920-627-1879 Work Phone # N.A.  
 Email dwieckbike@gmail.com

You must pay the entire rental fee at the time this application is made to reserve the facility.

Refunds will only be considered for cancellations within one week of the application date.  
You must be at least 18 years of age to rent the City of Plymouth facilities.

#### FEE SCHEDULE FOR PARK FACILITIES:

- \$60.00 for City Residents
- \$120.00 for non-City Residents
- \$120.00 for City -based Organization
- \$240.00 for non-City based Organization

- \$50.00 Security Deposit (50 people & under)
- \$100.00 Security Deposit (51 people & over)

#### FEE SCALE FOR YOUTH CENTER:

- 0-5 Hour Rental - \$70.00 for City Residents
- Over 5 Hour Rental - \$140.00
- 0-5 Hour Rental - \$140 for non-City Residents
- Over 5 Hour Rental - \$280.00 for non-City Residents

- \$50.00 Security Deposit (50 people and under)
- \$100.00 Security Deposit (51 people & over)

**ALL PARK FACILITIES ARE CLOSED BETWEEN 10:00 PM & 6:00 AM - YOUTH CENTER MUST BE VACATED BY 1:00 AM**

#### SECURITY DEPOSITS ARE DUE AT TIME OF KEY PICK-UP

Please pick up your key and pay \$ \_\_\_\_\_ security deposit (cash or check only) at the Clerk's Office by:

Time: \_\_\_\_\_ Date: \_\_\_\_\_

Fee Amount Paid: \_\_\_\_\_ Cash or check #: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

FOR CONCERNS AFTER NORMAL CITY HALL HOURS – CONTACT THE PLYMOUTH POLICE AT 920-893-6541

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 9/10/2024

Town  Village  City of Plymouth

County of Sherburne

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 12/4/24 5:30 and ending 8:00 pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Chamber of Commerce or similar Civic or Trade Organization
  - Veteran's Organization
  - Fair Association

(a) Name Generations, An intergenerational center (P.I.C.)

(b) Address 1500 Douglas Drive  Town  Village  City  
(Street)

(c) Date organized 1/11/02

(d) If corporation, give date of incorporation 1/11/2002

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Marilyn Morrissey

Vice President Matthew Mooney

Secretary Luan Travis

Treasurer Jacob Schoener

(g) Name and address of manager or person in charge of affair: Joa Cam

Phone # 920-334-0800

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 1500 Douglas Drive, Plymouth WI 53073

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? part

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Main Gathering Room (Main level)

(e) Are you requesting to allow underage persons on the premise? Yes \_\_\_\_\_ No

3. Name of Event

(a) List name of the event 2025 SHEB DECK Private Launch Party

(b) Dates of event Dec 4<sup>th</sup> 2024

(c) Times of Event 5:30 - 8pm

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Marilyn Morrissey  
(Signature/date)

Officer Luan Travis  
(Signature/date)

Date Filed with Clerk 9/24/24

Date Granted by Council \_\_\_\_\_

Plymouth intergenerational coalition  
(Name of Organization)

Officer Jacob Schoener  
(Signature/date)

Officer Matthew Mooney  
(Signature/date)

Date Reported to Council or Board \_\_\_\_\_

License No. \_\_\_\_\_

Certificate of Insurance, if required, received NA, 2

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](http://plymouthgov.com)

---

**DATE:** October 3, 2024  
**TO:** Mayor and Common Council  
**FROM:** Tim Blakeslee, City Administrator/Utilities Manager  
**RE:** Discussion and approval of Ordinance No. 15 related to modifications of Section 13-2 regarding floodplain zoning

---

**Background:**

Earlier this year, the City was notified by the Department of Natural Resources (DNR) that the Federal Emergency Management Agency (FEMA) recently updated some of the Flood Insurance Rate Maps (FIRMs) and the entire Flood Insurance Study (FIS) for Sheboygan County. For the City of Plymouth, the FIRMs remain unchanged, and only the Flood Insurance Study for Sheboygan County was updated. To continue being eligible for floodplain insurance under the National Flood Insurance Plan (NFIP), the City's floodplain ordinance must be updated.

The Plan Commission recommended changes to the Floodplain code, as required by the DNR, in July 2024. In August 2024, the Common Council approved the updates to the Floodplain code as required by the DNR.

In September 2024, the DNR reviewed the submitted changes and requested several minor tweaks. These tweaks are included in Attachment 1. Since this is a zoning code update, it must first be reviewed by the Plan Commission and then forwarded to the Common Council.

**Plan Commission Recommendation:**

At the meeting on October 3, 2024 the Plan Commission unanimously recommended approval of the Ordinance No. 15.

**Recommendation:**

Motion to approve Ordinance No. 15

**Attachment:**

1. Ordinance No. 15



**CITY OF PLYMOUTH, WISCONSIN**

**Ordinance No. X of 2024**

**AN ORDINANCE AMENDING TITLE 13,  
CHAPTER 2 FLOODPLAIN ZONING OF THE GENERAL CODE OF  
ORDINANCES OF THE CITY OF PLYMOUTH, WISCONSIN**

**WHEREAS**, on July 30, 2024, the Common Council adopted Ordinance No. 9 of 2024, repealing and recreating Title 13, Chapter 2, Floodplain Zoning of the General Code of Ordinances of the City of Plymouth; and

**WHEREAS**, the Wisconsin Department of Natural Resources (“DNR”) has requested additional changes to the City of Plymouth Floodplain Ordinance; and

**WHEREAS**, the Plan Commission has reviewed the herein ordinance and recommends adoption; and

**WHEREAS**, a Class 2 notice of public hearing pursuant to Wis. Stat. § 62.23 was published in the Plymouth Review and held before the Common Council; and

**WHEREAS**, the Common Council finds the public health, safety, moral and general welfare benefit from adoption of this ordinance.

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

**Section 1. Amending Code.** Section 13-2-80, Enforcement and Penalties, of the Municipal Code of the City of Plymouth is hereby amended to read as follows (deletions indicated by ~~strikeout~~; insertions by underline):

“Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the City Attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the city a penalty of not ~~less~~ more than \$50.00 (Fifty Dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the city, the state, or any citizen thereof pursuant to Wis. Stat. § 87.30. ~~or the City Code of General Ordinances.~~”

**Section 2. Amending and Renumbering Code.** Section 13-2-90, Definitions, of the Municipal Code of the City of Plymouth is hereby amended to read as follows (deletions indicated by ~~strikeout~~; insertions by underline). Newly created definitions shall be incorporated into Section 13-2-90 in alphabetical order and individual sections numbers shall be renumbered accordingly.

“(5)“ALTERATION” - An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.

“(44)12) “CAMPING UNIT” - Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer,

motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use. ~~Or other mobile recreational vehicle.~~

(40) "HIGHEST ADJACENT GRADE" - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

~~(4345) "LOWEST FLOOR" - The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non elevation design requirements of 44 CFR 60.3.~~

~~(4446) "MAINTENANCE" – The act or process of ordinary upkeep and repairs restoring to original soundness, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.~~

(63) "NON-FLOOD DISASTER" – A fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, but excludes a flood."

**Section 3. 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 4. Effective Date.** This Ordinance shall take effect the day after publication.

Enacted on \_\_\_\_\_, 2024.

**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: \_\_\_\_\_, 2024

\_\_\_\_\_  
**Anna Voigt, Clerk**

**PROCLAMATION**  
**CITY OF PLYMOUTH**

**Whereas**, Pete Scheuerman has served as the Building Inspector for the City of Plymouth since 1997; and

**Whereas**, through commitment and professionalism, he has provided guidance and support to countless contractors, builders, homeowners, and businesses; and

**Whereas**, Pete has played a pivotal role in upholding building codes, enhancing public safety, and fostering community trust; and

**Whereas**, as Pete embarks on this new chapter of life, we recognize the countless contributions he has made to our community; and

**NOW, THEREFORE BE IT RESOLVED**, that I, Don O. Pohlman, Mayor of the City of Plymouth and on behalf of the City Council, extend our gratitude for his years of dedicated service. We wish him all the best in retirement.

**IN WITNESS THEREOF**, I have set my hand and caused the seal of the City of Plymouth to be applied this 8th day of October, 2024.

---

Donald O. Pohlman,  
Mayor  
City of Plymouth

**Matthew T. Starker**

**Deputy Chief of Police**



**Phone 920-893-6541 Fax 920-892-6143 Web [www.plymouthgov.com](http://www.plymouthgov.com)**

**128 Smith Street P.O. Box 218 Plymouth, WI 53073**

Council members

New training car proposal

We are looking to trade in 2 2020 Ford Explorers previously used as patrol vehicles. Vehicles currently have 85,500 and 80,000 miles on them. Auction price for the cars is \$6000 a piece to equal \$12,000

Also, 1 2013 Ford Explorer with 81,000 miles on it. Previously retired chief Tauscheck's patrol vehicle then made into the cities training car. The current training car in used by Officers, City Hall and Utilities for training and elections. The car was recently diagnosed with needing a new exhaust system by Burkart Ford. We were given quotes of \$3,200 for a Ford system and \$1800 for an aftermarket system. The value of this vehicle is only \$4,000.

We would like to purchase a newer reliable training car for the city. Officers travel the entire state of Wisconsin for training throughout the year. Utilities recently sent 4 employees to Wisconsin Dells for training. And the city clerk's office uses the vehicle for elections and other business.

We would anticipate the newer vehicle lasting somewhere around 10-12 years again until replacement is needed. The Police Department budgets the funds for the maintenance and gas of the training car.

We are asking for additional funds to offset the balance due for a more reliable means of transportation for all city employees. We are looking for \$16,991 to help cover the purchase.

This will be funded with any capital fund balance remaining from the 2024 new vehicle purchases with the rest coming via contingency.

Replacement vehicle would be a 2022 Ford Explorer with 16,000 miles on it. Would be purchased through Burkart Ford in Plymouth.

Matthew T. Starker  
Deputy Chief of Police  
Plymouth Police Department

# Mike Burkart Ford Proposal



exclusively for Matt Starker  
By: Aaron Burkart

## VEHICLE INFORMATION

September 26, 2024

|                |                          |              |                 |
|----------------|--------------------------|--------------|-----------------|
| <b>STOCK #</b> | <u>P3923</u>             | <b>YEAR</b>  | <u>2022</u>     |
| <b>VIN #</b>   | <u>1FMSK8DH4NGC48828</u> | <b>MAKE</b>  | <u>Ford</u>     |
| <b>MILEAGE</b> | <u>16209</u>             | <b>MODEL</b> | <u>Explorer</u> |
| <b>ENGINE</b>  | <u>2.3</u>               | <b>STYLE</b> | <u>XLT 4WD</u>  |
| <b>TRANS.</b>  | <u>Automatic</u>         | <b>COLOR</b> | <u>MAROON</u>   |

## VEHICLE EQUIPMENT LIST

|                        |                         |
|------------------------|-------------------------|
| 4-Cyl EcoBoost Turbo   | Alarm System            |
| 4WD                    | AM/FM Stereo            |
| ABS (4-Wheel)          | Automatic 10-Spd        |
| AdvanceTrac            | Blind-Spot Information  |
| Air Bags (Side): Front | Camera: Backup/Rear     |
| Air Bags: Dual Front   | Collision Warning       |
| Air Bags: F&R Head     | Cruise Control          |
| Air Bags: Knee         | Daytime Running Lights  |
| Air Conditioning       | Ford Co-Pilot360 Assist |
| Air Conditioning: Rear | Hill Descent Control    |

|                     |                           |
|---------------------|---------------------------|
| <b>Kelley Blue</b>  | <b><u>\$35,056.00</u></b> |
| <b>Sale Price</b>   | <b><u>\$32,500.00</u></b> |
| <b>Trade Value</b>  | <b><u>\$16,000.00</u></b> |
| <b>Factory Cash</b> | <b><u>\$0.00</u></b>      |
| <b>Your Price</b>   | <b><u>\$16,500.00</u></b> |
| <b>+ Tax</b>        | <b><u>\$0.00</u></b>      |
| <b>Svc Fee</b>      | <b><u>\$297.00</u></b>    |
| <b>+ Payoff</b>     | <b><u>\$0.00</u></b>      |
| <b>+ Fees</b>       | <b><u>\$194.00</u></b>    |
| <b>Balance Due</b>  | <b><u>\$16,991.00</u></b> |

16,000 miles

-- All payments and rate quotes are approximate and subject to approved credit --  
**Save money with more down payment!**  
**Lower BALANCE equals a lower monthly investment,**  
**Less finance charges and a shorter trade cycle**



CH1-004798

MI

9-NORMAL, NB, 10/4798, NK191

1572

120221028 1379

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CAM

BOOK

EXPT

ROTA

008988

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NGC48828

NB

GU13

VEHICLE DESCRIPTION

# EXPLORER

2022 EXPLORER XLT 4WD  
1.9L WHEELBASE  
2.3L ECOBOOST I-4 ENGINE  
10-SPEED AUTO TRANSMISSION

## MSRP \$42,190.00

EXTERIOR  
JEWEL RED MET TINTED CC  
INTERIOR  
EBONY UNIQUE CLOTH SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DOOR HANDLES - BODY COLOR
  - EASY FUEL® CAPLESS FILLER
  - HEADLAMPS - AUTO LED
  - LED SIGNATURE LIGHTING
  - MIRRORS-MAN-FOLD DUAL PWR HEATED WITH APPROACH LAMPS
  - POWER LIFTGATE
  - POWER GLASS - REAR DOORS
  - REAR INT WIPER/WASH/FRST
  - BEAN BUNT WIPER/BODY COLOR
  - ROOF-RACK SIDE RAILS-BLACK
  - TAILLAMPS
  - TRAILER SWAY CONTROL
  - VARIABLE INTERVAL WIPERS

- INTERIOR**
- TROUGH UP/DOWN DR/PASS WIN
  - 3RD ROW - 50/50 FOLD FLAT
  - DUAL ILLUM VMS VANITY MIRR
  - HEATED CLOTH FRONT SEATS
  - IP CLUSTER 6.5" LCD SCREEN
  - LEATHER WRAPPED STR WHEEL
  - POWER DRIVER SEAT - 10 WAY
  - POWER PASS SEAT - 4-WAY
  - POWERPOINTS - 12V
  - ROYALTY GEAR SHIFT DIAL
  - TILT/TELESCOPING STEERING WHEEL MOUNTED CONTROLS
  - TRM-ZONE ELECTRIC TWP CTRL
  - USB A/1/CT-1/STZ/ND ROWS

- FUNCTIONAL**
- 4DR ANTEL ACCESS LOCK/ UNLOCK W/PUSH-BUTTON START
  - AM/FM/MP3, 6 SPEAKERS
  - BRAKES 4-WHEEL DISC/CABS
  - FORD CO-PILOT360™
  - FORDPASS™ CONNECT
  - HILL START ASSIST
  - REAR PARKING SENSORS
  - REAR VIEW CAMERA
  - REFRESH95
  - SIDE-WIND STABILIZATION
  - SYNC®3 8" SCRN W/APPLINK®

- SAFETY/SECURITY**
- ADVANCETRAC™ WITH HSC®
  - AIRBAG-DRIVER/PASS KNEE
  - AIRBAGS - DUAL STAGE FRONT MOUNTED SIDE IMPACT SEAT
  - ANTI-LOCK BRAKES
  - INDIV TIRE PRESS MONIT SYS
  - LATCH CHILD SAFETY SYSTEM
  - PERIMETER ALARM
  - PERSONAL SAFETY SYSTEM™
  - SOS POST-CRASH ALERT SYS™

- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
  - 5YR/60,000 POWERTRAIN
  - 5YR/60,000 ROADSIDE ASSIST

### INCLUDED ON THIS VEHICLE

#### EQUIPMENT GROUP 202A

- OPTIONAL EQUIPMENT/OTHER**
- 2022 MODEL YEAR
  - JEWEL RED MET TINTED CC
  - 1.9ES-3.0L FUEL INJECTED ALUM WHEELS
  - 1.9ES-3.0L FUEL INJECTED ALUM WHEELS
  - 4WD HEADLAMP ASST WASH TUB
  - 50 STATE EMISSIONS
  - AUTO START-STOP REMOVAL
  - 4G LTE WI-FI HOTSPOT CREDIT

NO CHARGE  
NO CHARGE  
50.00  
20.00

(MSRP)

(MSRP)

(MSRP)

(MSRP)

### PRICE INFORMATION

|                               |             |
|-------------------------------|-------------|
| BASE PRICE                    | \$40,570.00 |
| TOTAL OPTIONS/OTHER           | 425.00      |
| TOTAL VEHICLE & OPTIONS/OTHER | 40,995.00   |
| DESTINATION & DELIVERY        | 1,495.00    |
| TOTAL BEFORE DISCOUNTS        | 42,490.00   |
| 4WD REGIONAL DISCOUNT         | 300.00      |
| TOTAL SAVINGS                 | 300.00      |

RESIDENCY RESTRICTIONS APPLY TO DISCOUNTS/SAVINGS - BASED ON CUSTOMER ZIP CODE. SEE DEALER FOR DETAILS.

## TOTAL MSRP \$42,190.00

RAMPS ONE  
CT144  
RAMPS TWO  
CONVOY  
ITEM #: 48-1162 Q/T 2

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, Tires, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

09/24/2024

## EPA Fuel Economy and Environment

**Fuel Economy**  
**22** MPG  
combined city/hwy  
4.5 gallons per 100 miles

Standard SUVs range from 14 to 102 MPG. The best vehicle rates 142 MPG.

**You spend \$1,500**  
more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **\$1,600**



## fuel economy.gov

Calculate personalized estimates and compare vehicles

## GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score Not Rated**  
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash Driver Passenger Not Rated**  
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash Front seat Rear seat**  
Based on the risk of injury in a side impact.

**Rollover**  
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4238



**AMERICA'S BEST-SELLING SUV**

Smartphone QR Code

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and with defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).









**Plymouth Utilities**  
900 CTH PP  
PO Box 277  
Plymouth, WI 53073



Telephone: (920) 893-1471  
Fax: (920) 893-0183  
Web Site: [Plymouthutilities.com](http://Plymouthutilities.com)

---

**DATE:** October 4, 2024  
**TO:** Common Council  
**FROM:** Ryan T. Roehrborn, Electrical Operations Manager  
**RE:** Licensing Agreement for Wireless Attachments to Utility Poles Between City of Plymouth and We Energies

---

**Background:** Attached is a draft pole attachment agreement with WE Energies is to allow them to attach their AMI metering equipment to our poles for a fee outlined in the agreement. Plymouth Utility has similar agreements with other providers. The agreement is an initial term of five years. Thereafter, this Agreement shall automatically renew from for one-year renewal terms

**Recommendation:** Approval of Licensing Agreement for Wireless Attachments to Utility Poles Between City of Plymouth and We Energies

**Attachments:**

1. Pole Contact Agreement

**LICENSE AGREEMENT  
FOR WIRELESS ATTACHMENTS TO UTILITY POLES  
BETWEEN CITY OF PLYMOUTH  
AND  
WE ENERGIES**

This LICENSE AGREEMENT (“**Agreement**”) dated as of the date of the last signature below (“**Effective Date**”), is made by and between the City of Plymouth, a municipal corporation acting by and through the Plymouth Utilities (“**Utility**”), and We Energies (“**Licensee**”), with its principal offices located at 333 W. Everett Street, Milwaukee, WI 53203.

**RECITALS**

- A. Licensee desires to install and maintain Wireless Equipment on Utility’s electric distribution poles to be used for Licensee’s AMI system supporting its gas utility business.
- B. Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Wireless Attachments on Utility’s 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, generally applicable engineering purposes, or any other Engineering Standards, in accordance with the terms and conditions in this Agreement.
- C. The parties intend that this Agreement shall supersede any and all pole attachment agreements for wireless attachments (written or oral) between the parties.

**AGREEMENT**

THE PARTIES AGREE as follows:

**ARTICLE 1: DEFINITIONS**

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

- 1.1 **Affiliate**, when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership control with Licensee.
- 1.2 **AMI** stands for advanced metering infrastructure.
- 1.3 **Communications Space**, consistent with 47 C.F.R. § 1.1402(r), means the lower usable space on a utility pole, which typically is reserved for low-voltage communications equipment and which may only be accessed by Qualified Communications Workers.
- 1.4 **Electric Space** means that space on Utility's wood electric distribution Poles where Utility has installed or may install energized electric conductors and related electric equipment and also includes the airspace above the Pole. This space is the “supply

space,” as defined in the Wisconsin State Electrical Code (“WSEC”). All work performed within this space shall be performed by Qualified Electrical Workers.

- 1.5 **Emergency** means a condition that poses a clear and immediate danger to life or health or of a significant loss of property or that requires immediate repair or replacement in order to restore electric service to a customer.
- 1.6 **Engineering Standards** means all applicable engineering and safety standards governing the installation, maintenance, and operation of utility facilities and the performance of all work in or around electric utility facilities, including all of Utility’s standards as reflected in this Agreement (including **Appendix B**) or otherwise adopted by Utility and the most current versions of the WSEC, the National Electrical Code, the National Electrical Safety Code, the regulations of the Occupational Safety and Health Administration (including the rules regarding safety equipment), and the safety and engineering requirements of any state or federal agency with jurisdiction over utility facilities, each of which is incorporated by reference into this Agreement.
- 1.7 **Good Utility Practice** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practices, methods, and acts which, in the exercise of good judgment in light of the facts known at the time the decision was made, could have expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition.
- 1.8 **Laws** mean any federal, state, or local laws, rules, or regulations applicable to the activities contemplated under this Agreement.
- 1.9 **License Fee** means the annual per-pole fee specified in **Appendix A**, which Licensee is required to pay to Utility for the right to attach its Wireless Equipment to a Pole.
- 1.10 **Make-Ready Survey** means all work or operations necessary to determine whether Licensee’s proposed use of a Utility Pole is feasible based on capacity, safety, reliability, generally applicable engineering purposes, Good Utility Practice, and the Engineering Standards and to confirm or determine the Make-Ready Work necessary to accommodate Licensee’s proposed use of the Pole. Such work includes, but is not limited to, field inspections, administrative processing, and performance of loading calculations.
- 1.11 **Make-Ready Work** means all work, as reasonably determined by Utility, required to accommodate Licensee’s Wireless Equipment on a Pole and/or to comply with all Engineering Standards and Good Utility Practice. Such work may include, but is not limited to, rearrangement and/or transfer of Utility’s facilities or existing attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole strengthening, and related construction (such as pole replacement).
- 1.12 **Normal Business Hours** means Monday through Friday from 7:00 a.m. to 4:00 p.m., M-Th and 7:00 a.m. to noon on Friday.

- 1.13 **Permit** means written or electronic authorization issued by Utility for Licensee to install, add to, substantially modify, or remove a Wireless Attachment on a specific Pole pursuant to the requirements of this Agreement.
- 1.14 **Pole** means a pole owned by Utility and used for the distribution of electricity that is capable of supporting Wireless Attachments.
- 1.15 **Post-Construction Inspection** means the inspection by Utility or Licensee or some combination of both to verify that the Wireless Attachments have been made in accordance with Engineering Standards and the Permit.
- 1.16 **Qualified Communications Worker** means a worker meeting all current training and experience requirements of all applicable federal, state, and local work rules, including OSHA Standard 1910.268 (29 C.F.R. § 1910.268).
- 1.17 **Qualified Electrical Worker** means a worker meeting all training and experience requirements of all applicable federal, state, and local work rules, including OSHA Standard 1910.269 (29 C.F.R. § 1910.269).
- 1.18 **Unauthorized Attachment** means the placement of Wireless Equipment on a Pole without a Permit or in violation of the terms of the Permit.
- 1.19 **Wireless Attachment** means Licensee’s Wireless Equipment used for Licensee’s AMI system placed directly on a Utility Pole.
- 1.20 **Wireless Equipment** means any antenna, hardware, facility, apparatus, device or other hardware, and cables or wires connecting such antenna to such equipment, apparatus, device, or other hardware placed on the same Pole and used for Licensee’s AMI system. This shall not include any microwave dishes and/or wires or cables used to connect to other wireless or wired communications facilities or equipment not on the same Pole. All Wireless Equipment that comprises a portion of an attachment authorized under this Agreement, whether owned by Licensee or by others, shall, for the purposes of this Agreement, be considered part of “**Licensee’s Wireless Equipment,**” and Licensee shall accept full responsibility for such equipment under this Agreement.

## **ARTICLE 2: SCOPE OF AGREEMENT**

- 2.1 Grant of License. Subject to the provisions of this Agreement and to Licensee’s application for and receipt of a Permit, Utility hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install, maintain, and modify its Wireless Attachments on Utility’s Poles.
- 2.2 Parties Bound by Agreement. Licensee and Utility agree to be bound by all provisions of this Agreement and of the Permits issued pursuant to this Agreement.
- 2.3 Permit Issuance Conditions. Utility will issue a Permit to Licensee only when Utility determines, in its sole judgment, reasonably exercised, that (i) it has sufficient capacity to accommodate the requested Wireless Attachments, (ii) Licensee meets all requirements

set forth in this Agreement, and (iii) the affected Poles can safely accommodate the proposed Wireless Attachments consistent with all applicable Engineering Standards and Good Utility Practice.

- 2.4 Reservation of Rights. Utility may, in its reasonable discretion, revoke a Permit by written notice when necessary to ensure the safe and reliable operation and maintenance of Utility's utility systems. Licensee will have 30 days from receipt of such notice to remove its Wireless Equipment associated with the revoked Permit. If Licensee fails to timely remove such equipment, the remedies in Section 17.1.2 shall apply.
- 2.5 Licensee's Right to Attach.
- 2.5.1 Nothing in this Agreement, other than the issuance of a Permit, shall be construed as granting Licensee any right to place its Wireless Equipment within or below the Communication Space of any specific Pole (see Drawings at the end of **Appendix B**) or to compel Utility to grant Licensee the right to attach to any specific Pole. Under no circumstances shall Licensee have the right to place its Wireless Equipment within the Electric Space on any of Utility's Poles, except that power to supply the Wireless Equipment may extend into the Electric Space if installed in accordance with all applicable Engineering Standards and Good Utility Practice.
- 2.5.2 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 any Poles without entering into a license agreement with Utility and receiving a permit pursuant to such agreement.
- 2.5.3 No use by Licensee of Utility's Poles shall create or vest in Licensee any ownership or property rights in those Poles. Notwithstanding anything in this Agreement to the contrary, Licensee is and shall remain a mere licensee.
- 2.6 Necessity of Authorizations. Licensee shall secure all necessary certifications, permits (including for right-of-way use, if applicable), and franchises from federal, state, and local authorities prior to placing any Wireless Attachments on a Pole.
- 2.7 Necessity of Easements on Private Property. Licensee shall secure all necessary easements or other permissions from the property owner prior to placing any Wireless Attachments on a Pole located on private property.
- 2.8 Reserve Capacity. Access to space on Utility's Poles will be made available to Licensee with the understanding that such access is to Utility's reserve capacity for future electric service use. On giving Licensee at least 60 days' prior notice ("**Reclamation Notice**"), Utility may reclaim such reserve capacity any time within the five-year period following the installation of Licensee's Wireless Attachment. In the Reclamation Notice, Utility shall give Licensee the option to remove its Wireless Attachment from the affected Pole or to pay for the cost of any Make-Ready Work that Utility would otherwise be responsible for to expand the capacity of the affected Pole so that Licensee can maintain its Wireless Attachment on the affected Pole.

- 2.9 Permitted Uses. The license granted to Licensee is limited to the uses specifically stated in this Agreement, and no other use by Licensee shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles after the termination of this Agreement.
- 2.10 Effect of Failure to Exercise Access Rights. If Licensee does not exercise any access right granted pursuant to a Permit within 180 days of the issuance of the Permit or within 360 days in the case that pole replacement is required, the Permit shall be null and void and Utility may use the space scheduled for Licensee's Wireless Attachment. Utility shall grant an extension where Licensee demonstrates that events beyond its control prevented Licensee from exercising any such access right. In such instances, Utility shall endeavor to make other space available to Licensee, upon written request, as soon as reasonably possible.
- 2.11 Removal of Abandoned Equipment. At its sole expense, Licensee shall remove any of its Wireless Equipment that has not operated for a continuous period of 12 months, which shall at that point be deemed abandoned. Licensee shall remove such equipment within 180 days of its abandonment, unless Licensee receives written notice from Utility that removal is necessary to accommodate Utility's or a third-party attacher's use of the affected Poles, in which case Licensee shall remove such abandoned equipment within 60 days of receiving the notice. Licensee must submit a Permit Application authorizing the removal of the abandoned equipment. If Licensee fails to remove its abandoned equipment within the requisite time period, the remedies in Section 17.1.2 shall apply.
- 2.12 Agreements with Third Parties. Nothing contained in this Agreement shall be construed as affecting any rights or privileges conferred by Utility, by contract or otherwise, to others not a party to this Agreement to use any facilities or Poles covered by this Agreement. Utility shall have the right to continue to extend such rights and privileges. The privileges granted to Licensee shall at all times be subject to any such contracts and arrangements, including extensions thereof.

### **ARTICLE 3: FEES**

- 3.1 Permit Application Fee. Licensee shall pay to Utility the Permit Application Fee specified in **Appendix A** at the time a Permit Application is submitted. The Permit Application Fee shall increase by 3% over then then-existing amount on January 1<sup>st</sup> of each year.
- 3.2 License Fee. Licensee shall pay to Utility the applicable License Fee set out in **Appendix A** on the schedule set out in Section 3.4. The License Fee shall increase by 3% over the then-existing amount on January 1<sup>st</sup> of each year.
- 3.3 Other Fees. The Unauthorized Attachment Fee and the Failure to Transfer/Remove Equipment Fee are set out in **Appendix A** and shall be charged in accordance with Article ARTICLE 21: 21 and Section 17.1.2, respectively.

- 3.4 Billing Cycle. The total annual License Fee shall be determined based upon the number of Poles for which Permits have been issued under this Agreement and which are in effect on December 1<sup>st</sup> of each year. Utility shall invoice Licensee for the License Fee annually on a backward-looking basis, billing Licensee in December for the annual License Fee due for that calendar year. The License Fee shall commence as of January 1<sup>st</sup> of the year during which the permit for such Attachment was issued.
- 3.5 Physical Inventory to Verify Pole Count for Billing Purposes. Utility shall have the right to conduct a physical inventory of Licensee's Wireless Attachments on Utility's Poles upon 90 days' advance written notice. In such event, Utility employees or contractors selected by Utility shall conduct such physical inventory. Licensee shall notify Utility if Licensee chooses to have a representative present during the inventory process. A physical inventory shall be taken no more frequently than once every year; provided, however, that Utility may request and require a physical inventory to be taken more frequently in the event of a default by Licensee in the performance of its obligations hereunder. The cost of such physical inventory shall be shared equally among all users of the Poles, unless such inventory discloses unpermitted or otherwise Unauthorized Attachments, in which case Licensee shall pay the entire cost of the inventory for any Pole(s) determined to have Unauthorized Attachments.
- 3.6 Payment of Electric Service. Electric service for each wireless site will be billed in accordance with the Utility's applicable rate for electric service as filed with the Public Service Commission of Wisconsin.

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

- 4.1 Work Performed by Utility. Licensee shall be responsible to pay for the cost of work done or contracted for by Utility in support of the design, installation, and maintenance of Licensee's Wireless Equipment, including Utility's costs for Make-Ready Surveys (including pole-loading analyses), Make-Ready Work, and inspections.
- 4.2 Determination of Charges. Unless otherwise provided in this Agreement, wherever this Agreement requires Licensee to pay for work done or contracted for by Utility, the charge for such work shall include all reasonable material, disposal, transport, labor, engineering, and administrative costs, and applicable overheads (including a 10% adder). For work performed by Utility employees, labor costs shall be billed at the applicable hourly wage rate for work inside of and outside of Utility's Normal Business Hours.
- 4.3 Advance Payment.
- 4.3.1 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 Wireless Equipment, in which case Utility shall not schedule or commence such work until payment of the estimated costs has 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.

- 4.3.2 Whenever Utility requires advance payment of estimated expenses prior to the undertaking of an activity under this Agreement and the actual cost of such activity exceeds the estimated cost, Licensee agrees to pay Utility for the difference in cost if that amount exceeds the amount stated in the latest version of Wis. Admin Code § PSC 113.1009. To the extent that the actual cost of the activity is less than the estimated cost, Utility agrees to refund to Licensee the difference in cost, when that amount exceeds the amount stated in § PSC 113.1009.
- 4.4 Payment of Invoices. All invoices submitted to Licensee pursuant to this Agreement must be paid within 30 days. Failure to pay such costs by the specified payment date shall constitute a default under this Agreement.
- 4.5 Late Fee. Late fees of 1.5% per month will be applied to all balances not paid within 30 days of the due date. Failure to pay such fees by the specified payment date shall constitute a default under this Agreement.

## **ARTICLE 5: PERMIT PROCEDURES**

- 5.1 Permit Required.
- 5.1.1 Licensee shall not install, add to, substantially modify, or remove any Wireless Equipment on any Pole or collocate on an existing facility attached to a Pole without first applying for and obtaining a Permit, using the application form as shown in **Appendix C**. A permit is not required for the removal of Wireless Equipment under Section 15.2.
- 5.1.2 Licensee shall submit a new permit application when it seeks to add to its existing Wireless Equipment on a Pole or make substantial modifications to such equipment. A like-for-like replacement of Wireless Equipment does not require a Permit.
- 5.1.3 Attachment to other Utility-owned facilities not covered by this Agreement must be separately negotiated with Utility. Attachments to structures within or outside of public right-of-way owned and controlled by the City are not covered by this Agreement. With respect to such structures, Licensee must negotiate a separate attachment agreement with the City.
- 5.2 Licensee's Certification. In Licensee's Permit application, Licensee must certify that Licensee's Wireless Equipment can be installed on the identified Poles in compliance with all applicable Engineering Standards. Such certification must be made by a Wisconsin-licensed professional engineer.
- 5.3 Review of Permit Application. A complete Permit application is an application that provides Utility with all of the information listed on the application form attached as **Appendix C** and all information necessary under this Agreement to perform a Make-Ready Survey with respect to the affected Poles. Upon receipt of a complete Permit application, Utility will review the Permit application and will discuss any issues with



Licensee, including any unusual engineering or Make-Ready Work requirements associated with the Permit application. Utility's acceptance of Licensee's submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. If Utility denies the Permit application, it shall do so in writing and provide an explanation of the reasons the Permit was denied.

5.4 Make-Ready Survey. During the Permit Application review period, Utility may require Licensee to conduct and submit to Utility a Make-Ready Survey at Licensee's expense. Alternatively, Utility may perform the Make-Ready Survey, using its own personnel or a contractor, and charge Licensee for the cost. If the participation of an existing third-party attacher is required for a make-ready survey, Licensee shall coordinate and be responsible for obtaining the third-party attacher's participation in any required Make-Ready Survey. Utility agrees to cooperate with Licensee to coordinate and facilitate the third-party attacher's review and approval of any proposed Licensee Wireless Attachment. Licensee shall pay all third-party attacher costs related to the Make-Ready Surveys.

5.5 Cost Estimate and Payment of Make-Ready Work.

5.5.1 Payment of Make-Ready Work. Licensee will be responsible to pay Utility in advance for all Make-Ready Work required to accommodate Licensee's Wireless Equipment. Pursuant to Article 4, Utility shall provide an estimate of charges to perform all necessary Make-Ready Work and Licensee shall pay such charges before Utility commences the Make-Ready Work. After receipt of payment, Utility will issue the Permit by signing the Permit application, which shall serve as authorization for Licensee to make the approved Wireless Attachment(s). Licensee may not commence installation of any Wireless Attachment until the Make-Ready Work has been completed and the conditions in Section 6.1 have been met.

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

5.6 Performance of Make-Ready Work.

5.6.1 Performance of Make-Ready Work. Make-Ready Work shall be performed only by Utility and/or a contractor authorized by Utility to perform such work. If Utility cannot perform the Make-Ready Work to accommodate Licensee's Wireless Equipment within 45 days of the time period specified in the work

schedule provided pursuant to Section 5.6.2, Licensee may seek permission from Utility for Licensee to perform such work itself or employ a qualified contractor to perform such work. Any person, company, or contractor who performs Make-Ready Work must be preapproved by Utility.

- 5.6.2 Projected Work Schedule. Utility agrees to submit an estimated schedule for the completion of Make-Ready Work within 15 days of receipt by Utility of Licensee's advance payment for the Make-Ready Work. Licensee acknowledges that actual completion of Make-Ready Work by Utility will depend on completion of all required Make-Ready Work by Licensee and other third-party attachers that must be completed prior to Utility's performance of its Make-Ready Work. In performing all Make-Ready Work to accommodate Licensee's Wireless Equipment, Utility will endeavor to include such work in its normal workload schedule. Timely completion of Make-Ready Work may also depend on whether the work is subject to Wisconsin's public bidding law requirements.
- 5.6.3 Priority Scheduling of Make-Ready Work. In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's Normal Business Hours and Utility agrees to so perform the work, Licensee agrees to pay any resulting increased costs. Nothing herein shall be construed to require performance of Licensee's work before other scheduled work or Utility's own service restoration.
- 5.6.4 Notice to Third-Party Attachers. If the Make-Ready Work necessary to accommodate Licensee's Wireless Attachments involves third-party attachers, Utility shall provide notice to such attachers (with a copy to Licensee, along with the attacher's contact information) following Utility's receipt of Licensee's advance payment for Make-Ready Work. The notice shall contain the following information: (i) the identity of the Poles requiring Make-Ready Work, (ii) a description of the Make-Ready Work to be performed, (iii) the date such work is scheduled to be completed, and (iv) the date by which the third-party attacher must complete its share of the Make-Ready Work.

## **ARTICLE 6: INSTALLATION OF LICENSEE'S WIRELESS EQUIPMENT**

- 6.1 Installation. Upon issuance of a Permit, completion of all required Make-Ready Work, and after Licensee has obtained all required federal, state, and local permits and approvals and any necessary easements or permissions under Section 2.7, Licensee may proceed to install the approved Wireless Equipment with a qualified workforce. No contractor may perform any work on Poles on Licensee's behalf unless the contractor has been approved by Utility. Once installation commences, such work shall be performed continuously until completion, unless Utility otherwise agrees.
  - 6.1.1 All of Licensee's installation, removal, and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles or facilities or any other third-party attacher's equipment attached thereto.

- 6.1.2 All of Licensee's installation, removal, and maintenance work performed on Poles or in the vicinity of other Utility facilities, either by its employees or contractors, shall be in compliance with all applicable Laws, Engineering Standards, and Good Utility Practice. Licensee shall ensure that any person installing, maintaining, or removing its Wireless Equipment is fully qualified and familiar with all Engineering Standards, including the specifications contained in **Appendix B**, and the provisions of Articles 10, 11, and 12.
- 6.1.3 Any strengthening of Poles through the use of guying to accommodate Licensee's Wireless Attachments shall be provided by Licensee at Licensee's expense and to the satisfaction of Utility as specified in **Appendix B**.
- 6.2 **Disconnection/De-energization.**
- 6.2.1 As the electric service provider, Utility will be responsible for the installation, removal, connection, and disconnection of all electric service connections required to operate Licensee's Wireless Equipment.
- 6.2.2 All Wireless Equipment requiring electricity to operate must have a disconnection mechanism accessible to Utility and its employees and contractors that, when operated, immediately powers down the equipment. Instructions for operating the disconnection mechanism should be clearly displayed in the notice required by Section 6.4.
- 6.3 **Radio Frequency Hazard Area.**
- 6.3.1 Licensee agrees to provide site-specific radio frequency (RF) emission data and required worker clearances from its operational Wireless Equipment. Such information shall be clearly displayed in the notice required by Section 6.4.
- 6.3.2 Licensee shall comply with all applicable Federal Communications Commission rules and guidelines regarding equipment certified under 47 C.F.R. § 15.247.
- 6.4 **Posting of Information.** Licensee shall post notices on each Pole on which it maintains Wireless Equipment in accordance with **Appendix B** (see drawings, note 14). The notices shall be updated as necessary so that all information contained in the notices is up to date.
- 6.5 **Ground-Mounted Enclosures.** Licensee shall not place new pedestals, vaults, or other ground-mounted enclosures within 10 feet of any Pole or other Utility facility without Utility's prior written permission. Licensee shall specifically identify this request in its permit application. If permission is granted by Utility, all such installations shall be in compliance with all other applicable Engineering Standards.
- 6.6 **Required Pole Access.** Should Utility, or other authorized attacher, require access to the Pole and such access is impeded as a result of Licensee's Wireless Equipment, Licensee shall work cooperatively to develop and support access requirements. Work shall be performed in accordance with all applicable Engineering Standards, which may require

the temporary cessation of Licensee's wireless operations to comply with such standards. In such event, Utility agrees to provide at least five business days' notice in advance to Licensee of any such action by telephone and email (*see* attached Contact Sheet).

- 6.7 Inspections. Utility shall have the right to conduct Post-Construction Inspections of Licensee's Wireless Equipment at Licensee's expense.

## **ARTICLE 7: MAINTENANCE OF LICENSEE'S WIRELESS EQUIPMENT**

- 7.1 Maintenance and Notice. Licensee shall be responsible for the maintenance of its Wireless Equipment at its sole cost and expense. Licensee shall provide Utility a minimum of 3 business days' advance notice by telephone and email (*see* attached Contact Sheet) of Licensee's need to perform routine or scheduled maintenance that may impact the Electric Space.
- 7.2 Emergency Maintenance: Authorization Required. Licensee shall not access the Electric Space to perform emergency maintenance without first obtaining Utility's authorization (*see* attached Contact Sheet).
- 7.3 Maintenance to Be Performed During Normal Business Hours. Unless Utility otherwise agrees, Licensee will perform routine maintenance and installation of Wireless Equipment only during Utility's Normal Business Hours.
- 7.4 Priority Restoration of Utility Service. Both parties agree that, in the event of widespread interruptions of Utility's and Licensee's Wireless Equipment (*e.g.*, a major storm or other event of force majeure) in connection with damage to Utility's Poles, Utility shall use Good Utility Practice to support restoration of Poles and Licensee's efforts to restore its Wireless Equipment, consistent with Utility's priority obligations to its core electric utility business. In the event of localized interruptions (*e.g.*, motor vehicle accidents), Utility shall notify Licensee of the incident after taking any required actions to clear and restore the site. Licensee shall reimburse Utility for all support services provided by Utility to clear and/or assist in the restoration of Licensee's Wireless Equipment. Utility shall invoice Licensee for such costs and expenses. Licensee shall pay such invoice within 30 days of receipt.

## **ARTICLE 8: SPECIFICATIONS**

- 8.1 Specifications. All Licensee's Wireless Equipment shall be installed and maintained in accordance with all Engineering Standards (including those set out in **Appendix B**), Good Utility Practice, and any and all Laws. All fees, notices, permits, approvals, certifications, and licenses, and any easements or other permissions under Section 2.7 required for the installation, maintenance, and operation of Licensee's Wireless Equipment, shall be obtained and paid for by Licensee and shall be provided to Utility at no charge and upon request by Utility, prior to the start of work.
- 8.2 Identification of Wireless Equipment. Licensee shall identify all of its Wireless Equipment attached to Utility's Poles by means of the notices required by Section 6.4.

No other tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any Pole without obtaining Utility's prior written consent.

- 8.3 Protective Equipment. Licensee, its employees, and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the voltage and current impressed on its Wireless Equipment in the event of contact with the electric supply conductor.
- 8.4 Violation of Specifications. If Licensee's Wireless Equipment, or any part thereof, is installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within 45 days from receipt of written notice of the violation(s) from Utility, Utility may, at its own option, correct those conditions or proceed to terminate the Permit under Article 15. Utility will attempt to notify Licensee in writing prior to performing such work, whenever practicable. When Utility reasonably believes, however, that a violation poses an immediate threat to the safety of any person, interferes with the performance of Utility's service obligations, or poses an immediate threat to the physical integrity of Utility's electric facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for paying Utility for all reasonable costs Utility incurs in taking action under this provision.

## **ARTICLE 9: INTERFERENCE**

- 9.1 No Interference. Licensee shall not use and operate its Wireless Equipment in a manner that will interfere with Utility's use of the Pole. For the purposes of this Article 9, the term "**interfere**" or "**interference**" includes, but is not limited to, blocking of access to the Pole, radio frequency interference, mechanical interference, or any interference with underground utilities or Utility's equipment. In the event any such interference occurs, Licensee shall (i) use its best efforts to remedy such interference as soon as possible but no later than within 24 hours after telephone or email notice to Licensee's emergency contact person (*see* attached Contact Sheet) or (ii) cease operation of the Wireless Equipment causing the interference until such interference can be eliminated with Utility's support, if required. If Licensee fails to timely remedy the interference or power down the Wireless Equipment responsible for the interference, Utility shall have the right to cut off electricity to the Wireless Equipment. If Licensee is unable to eliminate the interference within 14 business days of the telephone and/or email notice, Utility shall have the right to terminate the Permit related to the Wireless Equipment causing such interference. If Licensee fails to timely remove the Wireless Equipment for which the Permit was terminated, Section 17.1.2 shall apply.
- 9.2 Emergencies; Notice. In the event of an Emergency, Utility reserves the right to take any action it deems necessary with respect to the Wireless Equipment in order to avert or remedy the Emergency, including the authority to cut off electricity to the Wireless Equipment. In such an Emergency, Utility shall give notice to Licensee's emergency contact as soon as reasonably possible.

- 9.3 No Interference with Third-Party Attachments. Licensee shall not use and operate its Wireless Equipment in a manner that will cause interference to another other third-party attacher's use of the Pole, provided that such other third-party attacher's installation predates the installation of such Wireless Equipment. In the event any such interference occurs, Licensee will (i) remedy such interference within 72 hours after telephone or email notice to Licensee's emergency contact person (*see* attached Contact Sheet) or (ii) cease operation of its Wireless Equipment causing the interference until such interference can be eliminated with Utility's support, if required. If such interference is not eliminated within this time period, Utility will have the right to take all necessary and reasonable steps, at Licensee's sole cost and expense, to eliminate such interference (after giving reasonable prior notice to Licensee of its intent to do so). Should Licensee be unable to so eliminate such interference, Utility shall have the right to terminate the Permit related to the Wireless Equipment causing such interference, and the termination provisions of Article 15 shall apply. Licensee shall cease operation of such equipment immediately upon receipt of notice pursuant to Article 15. If Licensee fails to timely remove the Wireless Equipment for which the Permit was terminated, Section 17.1.2 shall apply.
- 9.4 Cooperation for Access. If Utility, Licensee, or other authorized third-party attachers require access to the Pole and such access is restrained as a result of Utility's or Licensee's operational equipment, Licensee and Utility shall work cooperatively to develop and support access requirements. Work shall be performed in accordance with Utility's safety standards, which may require temporarily ceasing of wireless operations to comply with such standards.
- 9.5 Maintenance on Utility's Poles. Utility may, in its sole discretion reasonably exercised, de-energize any pole-mounted Wireless Equipment any time its personnel or contractors are doing maintenance work on such Poles. Utility shall endeavor to provide at least 24 hours' advance notice of planned maintenance work to Licensee's emergency contact person by telephone or email (*see* attached Contact Sheet). Advance notice of the de-energization of Wireless Equipment need not be provided in Emergency situations.

## **ARTICLE 10: INSURANCE**

- 10.1 Policies Required. At all times during the term of this Agreement, and for so long as Licensee maintains any Wireless Equipment on Utility's Poles, Licensee shall self-insure or keep in force and effect all insurance policies as described below:
- 10.1.1 *Workers' Compensation and Employers' Liability Insurance.* Statutory workers' compensation benefits and employers' liability insurance with a limit of \$1,000,000 each accident/disease/policy limit. This policy shall include a waiver of subrogation in favor of Utility.
- 10.1.2 *Commercial General Liability Insurance.* Commercial general liability with a limit of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including premises, operations, products and completed operations, personal and advertising injury, blanket contractual liability

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).

10.1.3 *Commercial Automobile Liability Insurance.* Commercial automobile liability policy in the amount of \$1,000,000 combined single limit each accident for bodily injury or property damage covering all owned, hired, and non-owned autos and vehicles.

10.1.4 Intentionally Omitted.

10.1.5 Intentionally Omitted.

10.2 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.

10.3 Contractors and Subcontractors. Licensee shall require all contractors and subcontractors to who perform work on behalf of Licensee under this Agreement to obtain and maintain substantially the same coverage with substantially the same limits as required of Licensee under this Article 10. 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 or statement of self-insurance for each such contractor or subcontractor.

10.4 Certificate of Insurance; Other Requirements.

10.4.1 Upon the execution of this Agreement and within 15 days of each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a statement of self-insurance or certificate of insurance evidencing the coverage required by this Agreement. The certificates or statements shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement as applicable.

10.4.2 The City of Plymouth and its officials, board members, departments, commissioners, employees, and agents shall be included as "**Additional Insureds**" as their interest may appear under this Agreement under all of the policies, except worker's compensation and employer's liability, which shall be so indicated on the certificate of insurance or statement of self-insurance, as applicable.

10.4.3 All policies, other than worker's compensation, shall be written on an occurrence and not on a claims-made basis, unless occurrence-based coverage is not readily available in the commercial market, in which case Licensee may secure a claims-made policy, provided that 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..

- 10.4.4 No policies of insurance required under this Article 10 shall contain provisions that exclude coverage of liability arising from excavating, collapse, or underground work or coverage for injuries to Utility's employees or agents.
- 10.4.5 Licensee shall be fully responsible for any deductible amounts and for any deficiencies in the amounts of insurance maintained. 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.
- 10.5 Policy Limits. The limits of liability set out in this Article 10 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.
- 10.6 Accident or Incident Reports. Licensee shall promptly furnish Utility with copies of any accident or incident report(s) sent to Licensee's (or its contractors' or their subcontractors') insurance carriers covering accidents or incidents occurring in connection with and/or as a result of the performance of the work under this Agreement.
- 10.7 No Limitations. Nothing contained in these insurance requirements is to be construed as limiting the extent of either party's responsibility for payment of damages resulting from either party's activities under this Agreement or limiting, diminishing, or waiving Licensee's obligation to indemnify, defend and save harmless Utility other as set forth in Article 11.
- 10.8 Primary Insurance. It is the intent of both parties that Licensee's policies of insurance in place in accordance with the provisions of this Article 10 shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Utility to itself or its officers, officials, agents, or employees and shall protect both Licensee and Utility from losses arising from the performance of this Agreement, but only to the extent loss or damage is not caused by Utility.
- 10.9 Limits and Coverage. The insurance requirements in this Article 10 shall in no way act to reduce coverage that is broader or that includes higher limits.

## **ARTICLE 11: INDEMNIFICATION**

- 11.1 Licensee accepts the property in its present condition, as is and where is. Licensee, and its employees, agents, contractors, or subcontractors ("**Indemnifying Parties**") shall defend, indemnify, and hold harmless the City of Plymouth and its officials, employees, commissioners, board members, council members, agents, and contractors ("**Indemnified Parties**") against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any Worker's Compensation laws or under any plan for employee disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) ("**Covered Claims**") that may be asserted by any person or entity and arise



in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, use, relocation, transfer, removal by Licensee or by another Indemnifying Party, of Licensee's Wireless Equipment, except to the extent of Utility's negligence or willful misconduct gives rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

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

## 11.2 Procedure for Indemnification.

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

notice by Utility to Licensee of the service of a notice, summons, complaint, petition or other service of a process against an Indemnified Party alleging damage, injury, liability, or expenses attributed in any way to this Agreement, the work to be performed under this Agreement, or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of Licensee or other Indemnifying Party. Licensee shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.

## **ARTICLE 12: LIMITATION OF LIABILITY**

- 12.1 Limited Liability. Regardless of any other provision of this Agreement, and with the exception of any third-party bodily injury or third-party property damage obligations, under no circumstances will either party be liable to the other, whether in contract, tort (including negligence and strict liability), warranty, or any other legal theory, for any incidental, indirect, special, or consequential damages whatsoever, such as, but not limited to, loss of profits or revenue, cost of capital or of substitute use or performance, interruptions to operations or for claims for damages by or to the other party's customers. Furthermore, Utility will not be held liable for the accuracy or integrity of any data or message communicated over Licensee's Wireless Equipment.
- 12.2 Licensee's Assumption of Risk. In addition, Licensee expressly acknowledges that Licensee's Wireless Equipment may be exposed to many risks beyond the reasonable control of Utility, including events of force majeure. Except as expressly provided in this Agreement, Licensee shall assume all risk of loss to Licensee's Wireless Equipment that may arise in connection with such hazards.
- 12.3 Environmental Hazards. Licensee represents and warrants that its use of the Poles will not generate any Hazardous Substance, that it will not store or dispose on or about the Poles or transport to Poles any Hazardous Substances, and that Licensee's Wireless Equipment will not constitute or contain and will not generate any Hazardous Substances in violation of any federal, state, or local law, regulation, or rule 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 radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Wireless Equipment would not release Hazardous Substances.

## **ARTICLE 13: PERFORMANCE BOND**

- 13.1 Performance Bond Required. Prior to making any Wireless Attachments under this Agreement and no later than the 30<sup>th</sup> day after the Effective Date, Licensee shall provide to Utility a performance bond with an entity and in a form satisfactory to the City Attorney for the City of Plymouth. The amount of the bond shall be Fifty Thousand Dollars and 00/100 (\$50,000.00) and shall be renewed as necessary and kept in full force

so long as Licensee maintains Wireless Attachments on Utility's Poles. The purpose of the bond is to ensure Licensee's faithful performance of all of its obligations under this Agreement, including the removal of its Wireless Equipment at the termination or expiration of this Agreement. Utility may, at its option, waive the performance bond when warranted based on Licensee's prior performance.

- 13.2 Waiver of Performance Bond. In light of Licensee's status as a regulated public utility, Licensor hereby waives the performance bond requirement.
- 13.3 Other Rights and Remedies. The rights reserved to Utility under the bond are in addition to all other rights. No action, proceeding, or exercise of a right regarding the bond shall affect Utility's rights to demand full and faithful performance under this Agreement or limit Licensee's liability for damages.

#### **ARTICLE 14: TERM**

- 14.1 Term. This Agreement shall become effective as of the Effective Date and shall continue in effect for an initial term of five years, subject to annual rate revisions pursuant to Article 3. Thereafter, this Agreement shall automatically renew from for one-year renewal terms unless terminated by either party by giving written notice of its intention to do so not less than 90 days prior to the end of the initial term or any subsequent renewal term.

#### **ARTICLE 15: TERMINATION**

- 15.1 Utility's Right to Terminate. Utility shall have the right to terminate this Agreement and/or any Permit, if:
- 15.1.1 Licensee fails to comply with any material provision of this Agreement or defaults in any of its obligations under this Agreement, and Licensee fails within 45 days after written notice from Utility to correct or undertake to correct with reasonable diligence such noncompliance or default, Utility may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the Wireless Attachment(s) with respect to which such default or noncompliance shall have occurred. Excepting safety and/or code related defaults, if the default is of such a nature that it cannot be corrected within 45 days, Licensee's obligation is satisfied if Licensee, within 45 days, submits to Utility a reasonable written plan and work schedule to correct the default promptly and completes that plan on schedule and with reasonable diligence.
- 15.1.2 Licensee's Wireless Equipment is installed, operated, used, maintained, and/or modified in violation of any Law or in aid of any unlawful act or undertaking. Utility agrees not to terminate any Permit under this provision for a period of 45 days, provided that Licensee ceases operations at the site of the violation(s) and is making diligent efforts to correct the violation(s). Licensee shall provide Utility with prompt written notice of any such action under which operation or use of the Wireless Equipment is denied, revoked, canceled, or reinstated.

15.1.3 Any authorization that may be required by any federal, state, or local government or regulatory authority with respect to the installation, operation, use, maintenance, or modification of the Wireless Equipment is denied, revoked, or canceled. Utility agrees not to terminate any Permit under this provision for a period of 180 days after receipt of notice by the appropriate party, provided that Licensee ceases operations at the affected site and is making diligent efforts to obtain or reinstate such authorization(s). Licensee shall provide Utility with prompt written notice of any such action under which operation or use of the Wireless Equipment is denied, revoked, or canceled or reinstated.

15.1.4 Utility, in its reasonable discretion, believes that termination of any Permit is necessary to ensure the safe and reliable operation and maintenance of Utility's electric system under Section 2.4. Utility will provide at least 30 days' advance notice of termination of any Permit pursuant to this Section.

15.2 Removal of Wireless Equipment on Termination. In the event of termination of this Agreement, Licensee shall, in lieu of a Permit application for removal and within 60 days from the date of termination, submit a plan and schedule to Utility under which Licensee will remove, or have removed, its Wireless Equipment from Utility's Poles within 90 days from date of; provided however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Utility until Licensee's Wireless Equipment is completely removed. In the event that Licensee fails to vacate any Pole or fails to remove all of its Wireless Equipment, Utility shall have the right, after giving at least 10 days' prior written notice to Licensee, to remove the remaining Wireless Equipment, in which case such Wireless Equipment may be retained by Utility as its property without accounting to Licensee therefore, and the expense of such removal and repairs shall be charged to and paid by Licensee without credit for the value, if any, of such Wireless Equipment. Section 17.1.2 applies should Licensee fail to timely comply with this Section 15.2.

15.3 Survival of Obligations. Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations under this Agreement shall continue with respect to any claims or demands related to Licensee's Wireless Equipment.

## **ARTICLE 16: DUTIES, RESPONSIBILITIES, AND EXCULPATION**

16.1 Duty to Inspect. Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Poles, or the premises surrounding the Poles, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles and/or the premises surrounding the Poles, prior to commencing any work on Utility's Poles or entering the premises surrounding the Poles.

16.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or 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.

- 16.3 **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.**
- 16.4 Missing Labels. Licensee acknowledges that Utility does not warrant that all Poles are properly labeled and agrees that Utility is not liable for any injuries or damages caused by or in connection with missing labels or otherwise improperly labeled Poles. Licensee further agrees to notify Utility immediately if labels or tags are missing or otherwise believed to be improper; however, Utility agrees that Licensee is not liable for any injuries or damages caused by or in connection with Licensee's failure to so notify Utility.
- 16.5 Duty to Supervise. The parties further understand and agree that in the performance of work under this Agreement, Licensee and its agents, servants, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other equipment of Utility, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an Emergency. Licensee shall ensure that its employees, servants, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Utility, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, servants, agents, contractors, and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in an Emergency in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.
- 16.6 Requests to De-energize.
- 16.6.1 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 reasonable costs and expenses incurred in order to comply with Licensee's request for de-energization of any equipment or line. Except during an Emergency, Utility shall provide, upon Licensee's request, an estimate of all costs (including lost revenue) and expenses to be incurred in accommodating Licensee's request, and upon reviewing such estimate, Licensee shall confirm whether it intends to continue or withdraw such request.
- 16.6.2 Licensee shall not make or break electrical connection at Utility's electric service point at any time without Utility's authorization.
- 16.7 Interruption of Service. In the event that Licensee causes an interruption of service by damaging or interfering with any of Utility's equipment, Licensee at its expense shall

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

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

## **ARTICLE 17: TRANSFERS AND ALLOCATION OF COSTS**

- 17.1 Required Transfer, Rearrangement, or Removal of Licensee's Wireless Equipment.

17.1.1 If Utility reasonably determines that it is necessary for Licensee's Wireless Equipment to be transferred to a different or new Pole, rearranged on the same Pole, or removed from the Pole (including due to an overhead to underground conversion, abandonment, or termination of a Permit) (collectively, "**Transfer**"), Licensee shall perform such work at its own expense within 40 days after receiving written notice from Utility or within such other time period for the particular type of Transfer as is set out elsewhere in this Agreement ("**Transfer Period**").

17.1.2 If Licensee fails to Transfer its Wireless Equipment as required under this Agreement within the requisite Transfer Period, it will be subject to the "**Failure to Transfer/Remove Equipment Fee**" (see Appendix A) and Utility may, in its sole discretion, do the work itself using its own personnel and/or contractors and charge Licensee 120% of the actual cost incurred. Utility shall not be liable for damage to Licensee's Wireless Equipment except to the extent provided in Article 12.

- 17.2 Allocation of Costs. The costs for any Transfer of Licensee's Wireless Equipment or the modification or replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility, Licensee or other third-party attacher on the following basis:

17.2.1 If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification or replacement of the Pole, and Licensee shall be responsible for the costs associated with the Transfer of its own Wireless Equipment. Prior to making any such modification or replacement, Utility shall provide Licensee prior written notice in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Wireless Equipment. If Licensee elects to add to or modify its Wireless Equipment within one year after receiving such notice, Licensee shall bear a pro rata share of the costs incurred by Utility in making the space on the Pole accessible to Licensee.

- 17.2.2 If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for the costs related to the modification or replacement of the Pole and for the costs associated with the transfer or rearrangement of any third-party attacher's facilities. Licensee must submit to Utility evidence, in writing, that it has made arrangements to reimburse all affected third-party attachers for the cost to transfer or rearrange such attacher's facilities. 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 a third-party attacher's facilities pursuant to this provision.
- 17.2.3 If the modification or the replacement of a Pole is the result of an additional attachment or the modification of an existing attachment sought by an attacher other than Utility or Licensee, the attacher requesting the additional or modified Attachment shall bear the entire cost of the modification or pole replacement as well as the costs associated with the Transfer of Licensee's Wireless Equipment. Licensee shall cooperate with such third-party attacher to determine the costs of the Transfer of Licensee's Wireless Equipment.
- 17.2.4 If a Pole must be modified or replaced for reasons unrelated to the use of the Pole (e.g., storm, accident, deterioration), Utility shall pay the costs of such modification or replacement; provided however, that Licensee shall be responsible for the costs of the Transfer of its Wireless Equipment.
- 17.3 Treatment of Multiple Requests for the Same Pole. If Utility receives applications to attach to the same Pole from two or more prospective attachers within a 60-day period and if accommodating their respective requests would require modification or replacement of the Pole, Utility will evenly allocate among such attachers the applicable costs associated with such modification or replacement.
- 17.4 Emergencies/Advance Notice. The written advance notification requirement of this Article shall not apply in an Emergency. During an Emergency, Utility shall provide such advance notice as is practical, given the urgency of the particular situation including a telephone call to Licensee's emergency number (*see* attached Contact Sheet). Utility shall then provide written notice of any such actions taken within 72 hours following the occurrence. When Utility reasonably determines that a Transfer of Licensee's Wireless Equipment, or any component thereof, is immediately necessary due to an Emergency, Licensee agrees to allow such Transfer. In such instances, Utility will, at its option, either perform the Transfer using its own personnel and/or contractors or require that Licensee do so immediately. Utility shall not be liable for damage to Licensee's Wireless Equipment except to the extent provided in Section 12.1. Utility shall provide written notice of such actions taken within 10 days of the occurrence.
- 17.5 Utility Not Required to Relocate. No provision of this Agreement shall be construed to require Utility to relocate its electric facilities on a Pole for Licensee's benefit.

**ARTICLE 18: NOTICES**

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

If to Utility, to:                   Plymouth Utilities  
  c/o City Administrator/Utilities Manager  
  900 CTH PP  
  PO Box 277  
  Plymouth, WI 53073-0277  
  plymouthutilities@plymouthutilities.com

If to Licensee, to:                   We Energies  
  c/o Michelle Kolp  
  231 W Michigan St.  
  Milwaukee, WI 53203  
  michelle.kolp@wecenergygroup.com

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

18.2 Electronic Notices Allowed. The above notwithstanding, the parties may agree to use electronic communications (such as email) for notifications related to the Permit application and approval process and necessary transfers or pole modifications, but not for tender of any legal notices. Licensee shall provide a local contact for all such notices upon execution of this Agreement.

18.3 Licensee’s 24-hour Emergency Number. Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, by which Utility can contact Licensee to report damage to Licensee’s Wireless Equipment or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to Utility’s concerns and requests. Licensee’s failure to maintain an emergency contact number shall eliminate Utility’s liability to Licensee for any action Utility deems reasonably necessary given the specific circumstances.

**ARTICLE 19: CONSTRUCTION OF LICENSE AGREEMENT**

19.1 Wisconsin Law Shall Apply. This Agreement is deemed executed in the State of Wisconsin and shall be construed under the laws of the State of Wisconsin without regard to its conflict of laws principles.



19.2 Venue for Litigation. In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, the parties agree that proper venue for such action or suit shall lie in the Circuit Court, County of Sheboygan, State of Wisconsin.

## **ARTICLE 20: ASSIGNMENT**

20.1 Assignment. Licensee may not assign or otherwise transfer its rights under this Agreement to any other person or entity without Utility's prior written consent, which consent shall not be unreasonably withheld.

20.2 No Sub-Licensing Without Consent. Licensee shall not sub-license any rights under this Agreement to a third party or Affiliate. Any such action shall constitute a material breach of this Agreement.

20.3 Obligations of Assignee/Transferee and Licensee. No assignment or transfer under this Article 20 shall be effective until the assignee or transferee acknowledges to Utility in that it agrees to assume all of Licensee's obligations arising under this Agreement. Licensee shall furnish Utility with written notice of the name, address, and contact information for the transferee or assignee.

## **ARTICLE 21: UNAUTHORIZED ATTACHMENTS**

21.1 Unauthorized Attachment Fee.

21.1.1 Utility, without prejudice to its other rights or remedies under this Agreement, including requiring Licensee to immediately remove an Unauthorized Attachment, may require Licensee to submit a Permit Application and pay the "**Unauthorized Attachment Fee**" (which shall be in addition to the License Fee otherwise owed to Utility for the Unauthorized Attachment) within 30 days after the date of written or email notification from Utility of an Unauthorized Attachment. The Unauthorized Attachment Fee is set out in **Appendix A**.

21.1.2 If such Permit application is not received by Utility within the specified time period, Licensee must remove the Unauthorized Attachment within seven days at its sole expense. In the event Licensee fails to remove the Unauthorized Attachment within the seven-day period, Utility may remove the Unauthorized Attachment without prior notice and without liability, using its own personnel and/or contractors and charge Licensee 120% of the actual cost incurred.

21.2 Failure to Act. No act or failure to act by Utility under this Article 21 shall be deemed a ratification or grant of permission to Licensee to attach the Unauthorized Attachment. If any permission is subsequently issued, that permission shall not operate retroactively or constitute a waiver by Utility of any of its rights under this Agreement; provided, however, that Licensee shall be subject to all charges, liabilities, obligations, and responsibilities of this Agreement in regard to any such Unauthorized Attachment.

- 21.3 Waiver of Unauthorized Attachment Fee. Notwithstanding the foregoing, Utility hereby waives its right to collect an Unauthorized Attachment Fee for those attachments Licensee made prior to the execution of this Agreement.

## **ARTICLE 22: PAYMENT OF TAXES**

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

## **ARTICLE 23: MISCELLANEOUS PROVISIONS**

- 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 18.1.
- 23.2 Entire Agreement. This Agreement and its appendices constitute the entire agreement between the parties concerning attachment of Licensee's Wireless Equipment to Utility's Poles. Unless otherwise expressly stated in this Agreement, all previous wireless attachment agreements, whether written or oral, between Utility and Licensee are superseded and of no further effect (except as to provisions that survive termination).
- 23.3 Severability. If any provision of this Agreement or portion thereof 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 it did not contain the invalid provision.
- 23.4 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.
- 23.5 Interpretation. In this Agreement, *including* means "including but not limited to." 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 execution. Nothing in this Agreement or any amendment or exhibit 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.
- 23.6 No Waiver. If Utility fails to take action to enforce compliance with any of the terms and conditions of this Agreement, such failure shall not constitute a waiver or relinquishment

of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated in accordance with this Agreement.

- 23.7 Incorporation of Recitals and Appendices. The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.
- 23.8 Compliance with Laws. The parties shall comply with any and all Laws. Licensee shall indemnify and save Utility harmless from and against any and all direct and indirect costs (including the attorney's fees and costs of litigation), expenses, damages, and liability resulting from alleged or actual violations of such Laws.
- 23.9 No Third-Party Beneficiaries. Except as otherwise expressly stated, the parties have no intent, and do not create any third-party rights or interests in this Agreement.
- 23.10 Public Records. Materials provided to Utility pursuant to this Agreement are public records that may be made publicly available pursuant to state and federal public records law. Notwithstanding the foregoing, Licensee may designate items that it reasonably believes contain proprietary or confidential information by clearly marking each portion of such materials accordingly, and Utility shall endeavor to treat the information as propriety and confidential, subject to applicable state and federal public records laws and Utility's determination that Licensee's request for confidential or proprietary treatment of the application materials is reasonable. Utility shall not be required to incur any costs to protect any materials submitted to Utility pursuant to this Agreement from disclosure.
- 23.11 Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Execution of this Agreement by facsimile or electronic signatures shall have the same legally binding effect as an original paper version.

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

**[SIGNATURE PAGES FOLLOW]**

[SIGNATURE PAGE TO LICENSE AGREEMENT]

**UTILITY:**

**City of Plymouth,  
acting by and through the Plymouth Utilities  
By:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[SIGNATURE PAGE TO LICENSE AGREEMENT]

**LICENSEE:**

**We Energies**

By:



---

Name: Michelle Kolp

Title: Director

Date: September 19, 2024

**APPENDIX A  
FEES**

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

| <b>FEE SCHEDULE</b>                             |   |
|---|---|
| <b>Permit Application Fee</b>                   | \$159.14 per Pole if the Effective Date is during 2024 (if later, see table below)<br><br>3% annual escalator   |
| <b>License Fee</b>                              | \$53.05 per Pole per year if the Effective Date is during 2024 (if later, see table below) plus 1.5% of pole cost if new pole was installed as part of Make Ready Work<br><br>3% annual escalator |
| <b>Unauthorized Attachment Fee</b>              | 4 x License Fee amount for each Unauthorized Attachment   |
| <b>Failure to Transfer/Remove Equipment Fee</b> | 1 x License Fee amount for each affected Pole for each day, until the Wireless Equipment is transferred, rearranged, or removed   |

The table below illustrates the operation of the annual escalators. To determine the Permit Application Fee and License Fee in effect for the first year of the agreement, refer to the row for the year of the Effective Date. For example, if the Effective Date of this Agreement is July 1, 2024, the initial Permit Application Fee shall be \$159.14 per Pole and the initial License Fee shall be \$53.05 per Pole. These fees shall each increase by 3% on January 1, 2025, to \$163.91 per Pole and \$54.64 per Pole, respectively.

| <b>Year</b> | <b>Permit Application Fee</b> | <b>License Fee</b> |
|-------------|-------------------------------|--------------------|
| 2024        | \$159.14 per Pole             | \$53.05 per Pole   |
| 2025        | \$163.91 per Pole             | \$54.64 per Pole   |
| 2026        | \$168.83 per Pole             | \$56.28 per Pole   |

|      |                     |                     |
|------|---------------------|---------------------|
| 2027 | \$173.89 per Pole   | \$57.96 per Pole    |
| 2028 | \$179.12 per Pole   | \$59.70 per Pole    |
| 2029 | \$184.48 per Pole   | \$61.49 per Pole    |
| 2030 | \$190.02 per Pole   | \$63.34 per Pole    |
| 2031 | \$195.72 per Pole   | \$65.24 per Pole    |
| 2032 | \$201.59 per Pole   | \$67.20 per Pole    |
| 2033 | \$207.64 per Pole   | \$69.21 per Pole    |
| ...  | 3% annual escalator | 3% annual escalator |

**APPENDIX B**  
**SPECIFICATIONS FOR LICENSEE'S WIRELESS EQUIPMENT**

1. Licensee is responsible for responding to any and all community concerns or complaints related to the antenna, including aesthetic appearance and health concerns due to radio frequency emissions.
2. Utility must approve all Pole locations selected for equipment placement.
3. All design and mounting requirements for antennas must be submitted to Utility for review.
4. All antenna, router, and gateway equipment must be placed within or below the Communications Space. Use of the Electric Space for the placement of any Wireless Equipment is prohibited, except that power to supply the Wireless Equipment may extend into the Electric Space if installed in accordance with all applicable Engineering Standards and Good Utility Practice.
5. Licensee may not attach to streetlights (except if the Poles are wood); mast arms; decorative poles; or any Pole on which Utility has installed automated meter reading equipment. Licensee may not install its Wireless Equipment in areas where electric and communications facilities are underground (e.g., new subdivisions).
6. To prevent pole degradation, pole bands must be used in mounting the Wireless Attachment. Bolting may be permitted at Utility's discretion.
7. Proposed attachments must provide adequate pole space and not exceed the Pole's maximum loading. Licensee is solely responsible for the costs of all associated Make-Ready Work needed to bring the Pole into compliance.
8. Only one antenna unit (no more than two antennas per unit) shall be attached to a Pole.
9. Any audible noise output must not exceed 65 dB, measured at the device.
10. A Pole proposed for antenna placement must be a wood tangent pole. Wireless Attachments are prohibited on any Pole that supports electric distribution equipment or existing primary switching equipment such as, but not limited to: primary risers, gang switches, transformers, capacitors, reclosers, sectionalizers, voltage-regulators, voltage-regulator racks, or primary metering. Wireless Attachments are prohibited on any Pole on which the primary supply conductors are changing direction (i.e., angle or corner Pole).
11. Licensee's Wireless Equipment must be readily accessible by bucket truck.
12. Licensee is responsible for the cost of any required pole-loading analysis.
13. All antennas will be installed by a contractor approved by Utility.



14. A metered electric service is required. All electrical permits, service rules, and electrical inspections required by the municipality and Utility shall apply. All antenna power sources must have a disconnect device and an overcurrent protection device installed according to applicable Engineering Standards.
15. Riser cables for power or communications must be installed in conduit not larger in diameter than 2 inches, as dictated by Utility. Grounds must be covered by U-Guards.
16. Licensee must provide Utility with documentation that confirms all RF emissions comply with applicable laws governing RF exposure levels.
17. Antenna clearances in any direction from electric or communications lines must be in compliance with all applicable Engineering Standards. Under no circumstances shall antenna clearance be less than that specified by the WSEC.
18. Antenna installations shall comply with the following requirements:
  - a. There must be no less than 40 inches of vertical clearance between any third-party communications attachment and any portion of Licensee's antenna or associated supports.
  - b. The electric service conductors must be installed in conduit from the weatherhead at the electrical source of connection in the Electric Space all the way to the supply junction box on Licensee's antenna.
  - c. Drip loops shall be configured such that they do not drip onto either the fusible disconnect device or onto the meter socket.
  - d. Electric service conductors on the source side of an overcurrent protection device must be installed in schedule 80 PVC or rigid steel conduit as the conductors descend through the Communications Space to a fusible disconnect device.
  - e. Electric service conductors on the load side of an overcurrent protection device must be installed in schedule 40 PVC or intermediate metallic conduit as the conductors ascend from the fusible disconnect device through the Communications Space.
  - f. Seal tight flexible metallic conduit can be used to complete the conduit path from the Pole to the antenna supply junction box.
19. All Wireless Attachments must be placed so as to allow and maintain at all times, a clear and proper climbing space on the face of the Pole. In general, all equipment and vertical runs should be placed on the Pole's quarter faces.
20. Wireless Attachments on Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the WSEC. Utility adopts and requires Licensee's compliance with revisions of the WSEC upon adoption by WSEC.

21. The following pole drawings prepared by Forster Electrical Engineering are attached to and incorporated into this Appendix B:

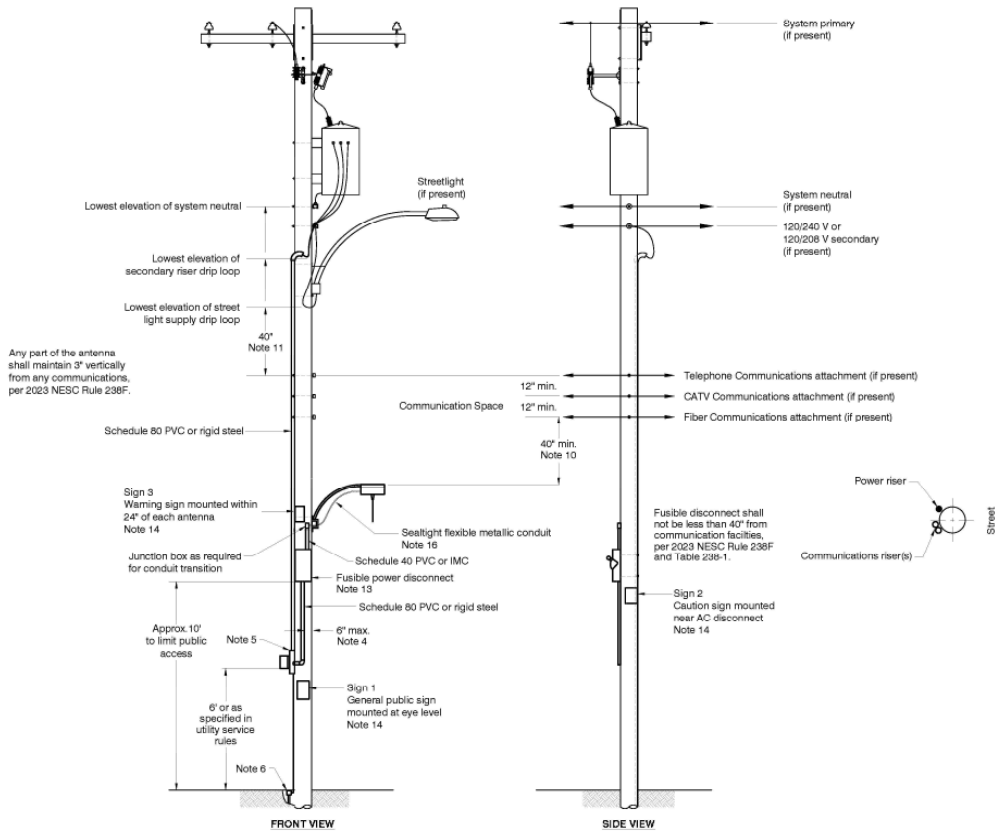
- GM-1: Intentionally omitted
- GM-2: rev. 4 dated 2/7/2023
- GM-3: Intentionally omitted
- GM-4: rev. 4 dated 2/7/2023

**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 required to supply power solely to the Wireless Equipment 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 or 120/208 V source as available.
4. 6" maximum between service entrance conduit and communications cable.
5. Use Utility approved meter socket. See Utility service rules for details. Only the line side conductors shall enter the top of the socket.
6. Grounding shall be in accordance with National Electric Code article 250, Wis. State Electrical Code and Utility service rules.
7. Utility reserves the right to require alternate poles for attachment and/or alternate attachment locations on the pole on a case by case basis.
8. Proof of compliance shall be certified by an electrical inspector or a certificate of compliance from the electrician who performed the work.
9. Licensee is responsible for verifying the Utility supply voltage, before ordering equipment.
10. The 40" vertical separation between any communication attachments and any part of the antenna is based on Rule 238F2s of 2023 NESC.

**NOTES:**

11. Communication worker safety zone is 40" below lowest supply conductor present. This could be a secondary riser drip loop, or the secondary run, or the system neutral. Note based on Rules 235 and 238 of 2023 NESC.
12. 10' to allow linemen work area (clear fall/drop zone)
13. If a disconnect and overcurrent means is not permitted in the meter pedestal by Utility service rules, an accessible fusible power disconnect shall be installed.
14. The following signs shall be placed by Licensee on each Pole subject to the Agreement.
  - General public sign mounted at eye level (Sign 1) indicating the Antenna owner/operators name, emergency 24-hour contact number, and a unique identifier for that Wireless Equipment location.
  - Caution sign mounted at the AC service disconnect (Sign 2) advising when/how to disconnect the power to the Wireless Equipment.
  - FCC Compliance sign (Sign 3) shall cite applicable FCC Rules and RF Exposure Limits and be mounted within 24" of each piece of equipment where such sign is required.
 Licensee shall be responsible for specifying the appropriate sign(s) required, subject to approval by the Utility.
15. Any drip loop shall be configured such that it does not drip onto meter sockets or fusible disconnects below it.
16. The supply conductors from the disconnect to the antenna should be installed in PVC or seal tight to protect the communication worker that is only trained/authorized to work on equipment below its volts.



**POLE-MOUNTED COMMUNICATION EQUIPMENT**

Not to scale

**INSTALLATIONS WITHOUT METERING MUST BE APPROVED BY THE UTILITY**

**Wireless facilities shall be de-energized before utility personnel work on poles above the RF caution sign as placed in accordance with FCC OET65. See the MEUW Safety manual for additional information.**

| Rev | Date     | Description                           | Drawn | Eng |
|-----|----------|---------------------------------------|-------|-----|
| 4   | 02/07/23 | Revised sign notes                    | F.JW  | BWB |
| 3   | 02/03/23 | Revised antenna positioning and notes | F.JW  | BWB |
| 2   | 11/02/22 | Revised notes                         | SMP   | BWB |
| 1   | 10/24/22 | New drawing                           | SMP   | BWB |
|     |          |                                       | Draft | Eng |



Gas Utility AMI Antenna Attachments Overhead Service with Metering

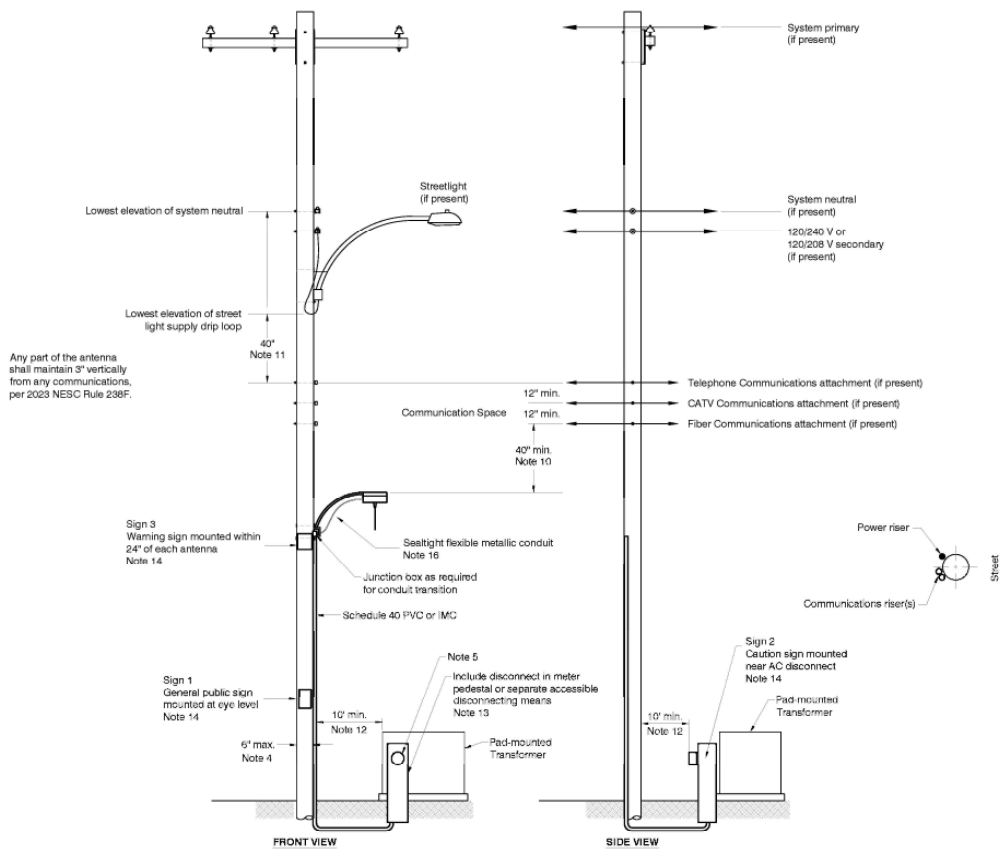
Drawing Number: **GM-2**

**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 required to supply power solely to the Wireless Equipment shall be furnished and installed by Licensee except meter.
3. Service entrance conductors shall extend 50" beyond weatherhead and have 600 volt rated insulation. Utility will make connections to 120/240 V or 120/208 V source as available.
4. 6" maximum between service entrance conduit and communications cable.
5. Use Utility approved meter socket. See Utility service rules for details. Only the line side conductors shall enter the top of the socket.
6. Grounding shall be in accordance with National Electric Code article 250, Wis. State Electrical Code and Utility service rules.
7. Utility reserves the right to require alternate poles for attachment and/or alternate attachment locations on the pole on a case by case basis.
8. Proof of compliance shall be certified by an electrical inspector or a certificate of compliance from the electrician who performed the work.
9. Licensee is responsible for verifying the utility supply voltage, before ordering equipment.
10. The 40" vertical separation between any communication attachments and any part of the antenna is based on Rule 238F2a of 2023 NESC.

**NOTES:**

11. Communication worker safety zone is 40" below lowest supply conductor present. This could be a secondary riser drip loop, or the secondary run, or the system neutral. Note based on Rules 235 and 238 of 2023 NESC.
12. 10' to allow linemen work area (clear fall/drop zone)
13. If a disconnect and overcurrent means is not permitted in the meter pedestal by Utility service rules, an accessible fusible power disconnect shall be installed.
14. The following signs shall be placed by Licensee on each Pole subject to the Agreement:
  - General public sign mounted at eye level (Sign 1) indicating the Antenna owner/operator's name, emergency 24-hour contact number, and a unique identifier for that Wireless Equipment location.
  - Caution sign mounted at the AC service disconnect (Sign 2) advising when/how to disconnect the power to the Wireless Equipment.
  - FCC Compliance sign (Sign 3) shall cite applicable FCC Rules and RF Exposure Limits and be mounted within 24" of each piece of equipment where such sign is required.
 Licensee shall be responsible for specifying the appropriate sign(s) required, subject to approval by the Utility.
15. Any drip loop shall be configured such that it does not drip onto meter sockets or fusible disconnects below it.
16. The supply conductors from the disconnect to the antenna should be installed in PVC or seal tight to protect the communication worker that is only trained/authorized to work on equipment below 50 volts.



**POLE-MOUNTED COMMUNICATION EQUIPMENT**

Not to scale

**INSTALLATIONS WITHOUT METERING MUST BE APPROVED BY THE UTILITY**

**Wireless facilities shall be de-energized before utility personnel work on poles above the RF caution sign as placed in accordance with FCC OET65. See the MEUW Safety manual for additional information.**

| Rev | Date     | Description                           | Draft | Eng |
|-----|----------|---------------------------------------|-------|-----|
| 4   | 02/07/23 | Revised sign notes                    | FJW   | BWB |
| 3   | 02/03/23 | Revised antenna positioning and notes | FJW   | BWB |
| 2   | 11/02/22 | Revised notes                         | SMP   | BWB |
| 1   | 10/24/22 | New drawing                           | SMP   | BWB |



Gas Utility AMI Antenna Attachments  
Underground Service with Metering

Drawing Number: **GM-4**

**APPENDIX C  
PERMIT APPLICATION**

**[ATTACHED]**

**PERMIT APPLICATION**

Application Date: \_\_\_\_\_

To: Plymouth Utilities  
ATTN: Utilities Manager  
900 CTH PP  
PO Box 277  
Plymouth, WI 53073-0277  
Phone: 920-893-1471

-----  
In accordance with the terms and conditions of the License Agreement for Wireless Attachments, Licensee hereby applies for a Permit to attach, modify, or remove Wireless Attachments to Utility's Pole(s) in the locations detailed on the attached map(s).

Applicant desires to:

- Attach to Utility's Pole(s)
- Add to or substantially modify an existing permitted Wireless Attachment on Utility's Pole(s)
- Remove Attachment from Utility's Pole(s)

|                                 |                                      |
|---------------------------------|--------------------------------------|
| Number of Poles                 | Sheet 1 of ____                      |
| Licensee's Corporate Name       | Licensee's Address                   |
| Contact Person's Name and Title | Contact Person's Phone No. and Email |

**Narrative Description of Proposed Activity:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The following items must accompany this Permit Application:**

- 1) All required fees
- 2) A list of the affected Poles designated by pole number (or, if no pole number is available, by GPS coordinates) and a map showing their location.
- 3) The number and character of the Wireless Attachments to be placed on each Pole

- 4) A description of all equipment to be included in Licensee's Wireless Attachments
- 5) Detailed construction plans and drawings prepared by a Wisconsin-licensed professional engineer (provide the engineer's name, state registration number, and phone number), including:
  - a) all the information required in the License Agreement (including **Appendix B**)
  - b) a drawing showing the type and manner of equipment to be attached to each Pole
  - c) a drawing showing installation details and equipment specifications for the equipment Licensee proposes to use
  - d) a drawing noting whether a Utility or other ground is present at the specific Pole location proposed for the Wireless Attachment
- 6) A proposed work schedule for each Pole site Licensee proposed to use
- 7) Recommendations on Make-Ready Work, if directed by Utility to conduct a Make-Ready Survey or obtain a pole-loading analysis prepared by a Wisconsin-licensed structural engineer (provide the engineer's name, state registration number, and phone number). See **Appendix D** for loading calculation guidelines.
- 8) The name and qualifications of any contractor Licensee intends to hire to perform the installation or removal work
- 9) A staffed 24-hour emergency telephone number, not available to the general public, by which Utility can contact Licensee to report damage to its Wireless Equipment or other situations
- 10) Specific identification of any request to place new pedestals, vaults, or other ground-mounted enclosures within 10 feet of any Pole or other Utility facility.
- 11) The RF data required by Section 6.3 of the Agreement
- 12) The certification required by Section 5.2 of the Agreement
- 13) Technical drawings identifying all electrical specifications and requirements for the Wireless Attachment shall be provided to Utility and should accompany every Application for a Wireless Attachment
- 14) Any other information Utility reasonably requests
- 15) For an application to modify an existing Wireless Attachment, all items listed above (unless waived by Utility), as well as a description of the existing Wireless Equipment to be modified.
- 16) For an application to remove Wireless Equipment, items 1, 2, 6, 8, and 9 above, along with a detailed description of the Wireless Equipment to be removed and the measures Licensee will take to protect the strength integrity and restore the Pole to its pre-attachment condition.

**ATTACHMENT PERMIT**

The **City of Plymouth**, acting by and through Plymouth Utilities, hereby grants permission to **We Energies** to attach, modify, or remove Wireless Attachment(s) and/or Wireless Equipment on the Poles indicated below, in strict conformance with the approved Permit application, subject to the terms and conditions of the License Agreement for Wireless Attachments to Utility Poles between the parties.

| <b>Poles for Wireless Attachments</b> | <b>Poles for Modifications</b> | <b>Vacated Poles</b> |
|---------------------------------------|--------------------------------|----------------------|
| 1. _____                              | 1. _____                       | 1. _____             |
| 2. _____                              | 2. _____                       | 2. _____             |
| 3. _____                              | 3. _____                       | 3. _____             |
| 4. _____                              | 4. _____                       | 4. _____             |
| 5. _____                              | 5. _____                       | 5. _____             |

DATE APPLICATION RECEIVED: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

**CITY/VILLAGE OF PLYMOUTH,**  
**acting by and through Plymouth Utilities**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX D**  
**PERMIT GUIDELINES FOR POLE**  
**LOADING/STRENGTH CALCULATIONS**

Upon Utility's request, Licensee's Permit Application must include a report from a Wisconsin-licensed professional engineer experienced in electric utility system design. 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 the NESC Section 25.

Licensee shall have performed all required calculations and be ready to provide the detailed information below within fifteen 15 days of notice. Licensee shall keep copies of the engineering data available for a period of 20 years.

In determining compliance, 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. Points of attachment shall be as they actually exist on the poles.
6. For a Utility-approved joint use of anchors, Licensee shall utilize guy insulators in its guys.

## CONTACT SHEET<sup>1</sup>

| UTILITY CONTACT INFORMATION  |                 |   |
|------------------------------|-----------------|---|
|                              | Phone Number(s) | Email                                   |
| <b>Business Hour Contact</b> | 920-838-5231    | plymouthutilities@plymouthutilities.com |
| <b>Emergency Contact</b>     | 920-838-5231    | N/A                                     |

| LICENSEE CONTACT INFORMATION |                 |  |
|------------------------------|-----------------|--|
|                              | Phone Number(s) | Email  |
| <b>Business Hour Contact</b> | 414-221-3656    | <a href="mailto:Dennis.Kluck@wecenergygroup.com">Dennis.Kluck@wecenergygroup.com</a>         |
| <b>Emergency Contact/NOC</b> | 262-544-7330    | <a href="mailto:Justin.Hannemann@wecenergygroup.com">Justin.Hannemann@wecenergygroup.com</a> |
| <b>Billing Department</b>    | TBD             | TBD  |

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<sup>1</sup> This Contact Sheet is not part of the Agreement and should be updated as necessary to keep the information current.