

## NOTICE

A meeting of the City of Municipal Services Committee will be held on the date and time stated below. Notice is further given that members of the City Council, Park & Recreation Board, or Plan Commission may be in attendance. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall at (608)-882-2266 with as much notice as possible.

City of Evansville **Municipal Services Committee**  
Regular Meeting  
City Hall, 31 S Madison St., Evansville, WI 53536  
Tuesday, December 19, 2023, 5:00 pm

## AGENDA

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to Waive the reading of the Minutes from the November 28, 2023, meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances
7. New Business
  - A. Quarterly review and discussion of staff approved sewer adjustments (Jan, Apr, Jul, Oct) (Placeholder): 11-1190-04-Request for several months water softener issue.
  - B. Disconnection/Tax Roll Update (Placeholder):
    - a. Discussion and approval of balance write offs.  
25-6360-14-\$231.81 Deceased  
25-1105-04-\$78.76 Deceased  
25-1105-04 \$5681.23-Back Billing can't be tax rolled.
  - C. Discussion and possible action on Customer complaint Riley Rd
  - D. Discussion of Updated Utility Policy and Procedure Manual
  - E. Discussion and motion to recommend to Finance and Labor Relations revised Water Plant Operator Position Description.
8. Administrative Staff Report
  - A. Parks & Recreation Report? (or placeholder)
  - B. NorthStar Update (Placeholder)

9. City Engineer Report
  - A. Subdivision and Development Updates
  - B. Roadway Construction Updates
  - C. Lake Leota Dam Project Updates (Placeholder)
10. WPPI Energy Service Manager Report
11. Old Business
  - A. Aquatic Center, Splash pad, and Park Improvement Updates (Placeholder)
12. Upcoming Meetings
  - A. Tuesday, January 30, 2024, at 5:00pm
13. Motion to Adjourn

*-James Brooks, Committee Chair*

City of Evansville **Municipal Services Committee**  
Regular Meeting  
City Hall, 31 S Madison St., Evansville, WI 53536  
Tuesday, November 28, 2023, 5:00 pm

**MINUTES**

1. **Call to Order:** 5:00PM
2. **Roll Call:** Committee Chair Jim Brooks, Alder. Joy Morrison, Alder. Ben Ladick  
**Also in Attendance:** Donna Hammett, Scott Kriebs, Diane Duggan, Kerry Lindroth, Jason Sergeant, Nick Bubolz.
3. **Motion to Approve Agenda:** Morrison/Ladick 3-0
4. **Motion to Waive the reading of the Minutes from the October 31, 2023, meeting and approve them as printed:** Morrison/Ladick 3-0 with correction on #2
5. **Civility Reminder**
6. **Citizen appearances:** None
7. **New Business**
  - A. **Quarterly review and discussion of staff approved sewer adjustments (Jan, Apr, Jul, Oct) (Placeholder):** Brief discussion on a customer request for a sewer adjustment for several months of a water softener problem. No decision was reached and will revisit at the December Meeting.
  - B. **Disconnection/Tax Roll Update (Placeholder):** Disconnections were moved to November 30<sup>th</sup>, due to timing issue. Hammett gave a report on the Utility accounts that were placed on tax roll, totaling \$35,506.89 on 116 accounts. These numbers were partially due to the utility bills not being placed on tax roll last year.
  - C. **Discussion on Municipal Services Campus.** Sergeant wanted the committee to be aware that Public Works will need to have a new building within the next 12 to 24 months. The current facility is in poor condition. The Committee of the Whole will be on Saturday December 2, 2023, at the Public Works building. The idea would be to have the MSC to head up the discussion for a new facility during this meeting. The design was originally discussed and drafted in 2018. Sergeant stated that a fast fix would be Building #1 would be the administrative building with offices for W&L and PW. There would be a new PW garage built and connected to Building #2. When Brooks asked about the 2 staff at city hall in the plan at building # 1, Sergeant shared his concern of customers having to go to more than one building for services. Hammett reported that since Covid, there have been less customers coming into City Hall to make payments. Hammett would like the Utility Billing Clerks be in the same building as the crew to help facilitate better communication with the crew.
  - D. **Discussion on Ice Rink for winter:** Kriebs shared that the Ice Rink was discussed at Park Board and it was decided to move the Ice Rink to the lake this year. The decision was

made on the discussion with staff about the staff time and efforts at the Countryside Park last year. Anderson will keep the gates open at the lower park for residents to drive in to use the ice rink. Morrison asked about the dam and wondered if it will rope it off, Kriebs stated that it will be roped if needed.

## 8. Administrative Staff Report

- A. **Parks & Recreation Report? (or placeholder):** The hill road will remain closed, but the road from N Madison St will be open.
- B. **NorthStar Update (Placeholder):** Hammett shared that herself and Miller have been meeting with WPPI. There have been discussions to go over changes that will occur from current processes and what will occur with NorthStar for disconnections, budgets, etc. In January, WPPI will be taking our data and will be doing a mock billing in NorthStar, to go live in February. There was also discussion on the Outage Management Program for 2024.

## 9. City Engineer Report

- A. **Subdivision and Development Updates:** Bubolz reported that there are a few punch list items that remain that will not be finished this year. The Standpipe development has had some issues with utilities, TDS, ATT etc. Settlers Grove developers continue to talk with staff.
- B. **Roadway Construction Updates:** While the sidewalk to the Post Office has been completed, there are a few other items that will be finished next year. There has been an application submitted for the sidewalk at the railroad crossing, hoping that this will speed up the process.

Work for the Almeron/Walker Street road project has started, with the goal to have bids out in February.

- C. **Lake Leota Dam Project Updates (Placeholder):** Has been submitted to the DNR and the State Historic Preservation.

## 10. WPPI Energy Service Manager Report: Jacobson submitted notes for Hammett to read:

- Continue to work with the Evansville School District regarding their energy efficiency plans. Most of this hinges on the school referendum vote.
- Working with Lindroth about a Power Quality issues the school started to report on. Might be due to the circuit that it's currently on. When the new one is up and running, we will see if it fixes the problem with the intermittent power dips. Per Lindroth, things are running normal at this time.
- Working with Nicki Wagner at Creekside Place for some lighting upgrades they are doing. Connecting her with Focus on Energy first. Looking to see if there is any other funding options are available.
- Delivered the Food Drive items and a check with Hammett, Miller and Lindroth to the Care Closet. Collected 305 lbs. of food and a \$250.00 check to the Care Closet.
- Working with Scott Anderson at the school for some questions he had from his Green Team regarding the school's GEO Thermal. Found some older documents for his class

to review.

**A. CTC Funds:** Total fund left \$2408.39. Customer Service and Branding Fund:

- **Food Drive- (Bill Credit):** Hammett requested \$625.00 for those who participated in the food drive. (\$25.00 bill credit for 25 Customer).
- **Crisis Care Kits:** Hammett requested \$250.00 for Crisis Care Kits to donate to the PD, Fire Department and EMS.
- The remaining fund to be used for the purchase of Holiday lights to give away at next year's Old Fashioned Christmas, and to purchase night lights.

**11. Old Business**

- A. Aquatic Center, Splash pad, and Park Improvement Updates (Placeholder):** Were about 4 weeks behind a few weeks ago but are moving forward and almost caught back up. There have been some issues with Stormwater, for various reasons.

**12. Upcoming Meetings**

- A. Tuesday, December 19, 2023, at 5:00pm:** Morrison noted that she will not be at this meeting.

**13. Motion to Adjourn:** Morrison/Ladick, Adjourned 6:04PM





**CITY OF EVANSVILLE  
Consent to Disclose Form**

City Hall  
31 S. Madison St  
PO Box 529  
Evansville, WI 53536

Requesting Entity Name: Evansville Water and Light

Contact Person: Marisa Miller or Donna Hammett

Mailing Address: 31 S Madison St, PO Box 529, Evansville, WI 53536

Phone: 608-882-2266 Fax: 608-882-2282 Email: marisa.miller@ci.evansville.wi.gov or donna.hammett@ci.evansville.wi.gov

**INFORMATION REQUESTED**

The person or entity identified above requests customer information, including billing and usage data related to:  electric;  water;  sewer; or  all services provided by the utility.

Such information includes your account balance, payment history and total use per billing period. The information provided by the utility may include any other information regarding your account contained in utility records.

**Customer Explanation/Need for review:**

Rose had a faulty water softener and caused high water usage from June-September 2023. Rose averages 300cf monthly.  
June 2023 - 1700 cf  
July 2023 - 2100 cf  
August 2023 - 2200 cf  
September 2023 - 1900cf Total 7900  
October usage is back to 300 cf. Rose called to receive partial or full sewer credit for the excessive water usage. I told her I would submit her case to MSC

**CUSTOMER'S CONSENT**

Your information is treated as private by the utility and can only be disclosed as permitted by Wis. Stat. § 196.137. You are not required to authorize the disclosure of your customer information, and your decision not to authorize the disclosure will not affect your utility service.

By signing this form you acknowledge and agree that you are the customer(s) of record for this account and that you authorize the utility to disclose your customer information to the requesting entity listed on this form. This consent is valid until you terminate your service, or withdraw consent by sending a written request with your name and service address to the utility at the address specified at the top of this form. You may terminate this consent at any time.

**Please complete this form and return it to the utility by mail, email, or fax as listed above:**

CUSTOMER NAME: Rose McGaw ACCOUNT NUMBER: 11-1190-04

SERVICE ADDRESS: 135 Countryside Dr

SIGNATURE OF CUSTOMER(S): Rose McGaw DATE: \_\_\_\_\_

SIGNATURE OF CUSTOMER(S): \_\_\_\_\_ DATE: \_\_\_\_\_

**Office Personnel Only**

On the date \_\_\_ / \_\_\_ / \_\_\_ the \_\_\_\_\_ reviewed this account information and determined: \_\_\_\_\_

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

Attest: \_\_\_\_\_



11-1190-04 MC GAW, ROSE 135 COUNTRYSIDE DR

Account Summary:

Period	WTR USA	SW USE	Billings	Payments	Billing Adjustments	Other	Balance
05/31/2023							33.57
06/30/2023	65.07	122.40	297.11	155.00 -			175.68
07/31/2023	78.27	151.20	356.01	155.00 -			376.69
08/31/2023	81.57	158.40	379.11	200.00 -			555.80
09/30/2023	71.67	136.80	340.09	400.00 -			495.89
10/31/2023	11.97	21.60	152.09	350.00 -			297.98
11/30/2023	11.97	21.60	129.04	155.00 -			272.02
<b>Totals:</b>	<b>320.52</b>	<b>612.00</b>	<b>1,653.45</b>	<b>1,415.00 -</b>			

Metered Services:

Non-Metered Services:

WTR USAGE	Current Rate Number: 10201	WATER USAGE - RESIDENTIAL	SW USE	Current Rate Number: 13201	SEWER USAGE - RESIDENTIAL		
Period	Usage	Amount	Status	Period	Usage	Amount	Status
06/30/2023	1,700	65.07		06/30/2023	1,700	122.40	- OVER 1400 CF
07/31/2023	2,100	78.27		07/31/2023	2,100	151.20	- OVER 1800 CF
08/31/2023	2,200	81.57		08/31/2023	2,200	158.40	- OVER 1900 CF
09/30/2023	1,900	71.67		09/30/2023	1,900	136.80	- OVER 1600 CF
10/31/2023	300	11.97		10/31/2023	300	21.60	Normal usage
11/30/2023	300	11.97		11/30/2023	300	21.60	Normal usage
<b>Totals:</b>	<b>8,500</b>	<b>320.52</b>			<b>8,500</b>	<b>612.00</b>	

Average per Month 300 CF

Totals over - 6700 CF 75% \$361.80



6718 N Riley Rd: Powerline vs. Tree

**Timeline:**

**12/06/2022 08:36 AM - marisa**

Spoke with Kevin re: tree with branches on power line. I sent a work order to the shop for them to check it out.

**09/19/2023 10:28 AM - Leah Hurtleley**

Kevin called concerned that after two linemen came to inspect his tree/concerns after they received a service order. Kevin was told they would be added to a list to get the branches cleaned up at no charge. He heard nothing until a storm came through and the branches took the wires down. Then he received a bill from the third party. He doesn't feel this is right and said that a larger lineman and shorter line worker were together and said he wouldn't be responsible for a bill. He would like some clarification. Now he is stuck with a bill that he was told he would not get. I referred him to Donna.

**9/19/2023 10:30 AM - Donna**

Called the customer about the bill he got for the tree/power issue, he is going to bring in a copy of the bill and I am going to try and get to the bottom of it.

**1/09/2023 11:19 AM - marisa**

received a note to call Kerry with updates about this account, however I don't have information. I do not know if Donna received a copy of the bill that was discussed back in September. I'm going to get an updated report and call Kerry when I have more information.

**11/09/2023 04:19 PM - Donna**

The line in questions is a secondary line and we are not responsible for moving it. The bill the customer got was from the electrician I believe, which we have nothing to do with. I believe that Chase and Mike went out and looked and talked to the customer.

**12/01/2023 04:23 PM - Donna**

The customer is still unhappy about this issue, Kerry will be talking to Scott and one of them will be contacting the customer. Marisa and I will follow up to make sure that this gets done.

**12/01/2023 04:50 PM - Leah Hurtleley**

Email sent to customer today: Hello Kevin,

It was nice seeing you today. After returning to the office and reviewing the notes on your account, I realized that this has been an ongoing issue for a year right down to the day. As on December 1, 2022, Marisa took your original call and created a service order for the W&L team. I was able to speak with Kerry, Marisa, and Donna today. Kerry mentioned him and Scott will be discussing this issue and will come to some sort of resolution Monday or Tuesday of this next week. In the

meantime, you mentioned other means of resolution in this matter. Your options mentioned were as follows:

- 1) Attend a Municipal Services Meeting or contact a committee member
- 2) Contact City Officials/Staff:
  - Scott Kreibs, Municipal Services Director: Phone Number: 608-882-2288 Email: s.kreibs@ci.evansville.wi.gov
  - Jason Sergeant, Administration: Phone Number: 608-882-2285 email: jason.sergeant@ci.evansville.wi.gov
  - Dianne Duggan, Mayor: Phone Number: 608-436-9419 Email: dianne.duggan@ci.evansville.wi.gov
- 3) File a Complaint with the Public Service Commission.

If you have any questions/concerns beforehand Donna and Marisa, cc'd on this email will help facilitate between staff and crew. Sorry again and thank you for your extreme patience in this matter.

Leah Hurtley, Clerk  
City of Evansville

**12/05/2023 02:36 PM - Donna**

Spoke to Scott, he will be talking with the customer. Will get details from Scott after he talks to him.

**12/05/2023 03:56 PM - Donna**

Email from Scott:

Called Kevin at 1451 on December 5th call ended at 1515.

I stated that is his tree that fell, and that tree is not our responsibility. He agrees with that.

He thinks he made a call to see what his options were for removing the tree last April or May. He is upset that after his phone call nobody followed up with him. He thinks he should be entitled to some compensation, not all, but some for the repairs because of our lack of follow-through. I told him I would look into it more and see what I find. Also told him we did not want to set a precedence of paying for service repairs. He understood that and reiterated that we should pay for some of the cost.

City of Evansville Utility  
Account Policy and Procedure Manual



| Adopted by the Municipal Services Committee 03/05/19, Updated 12/06/2023.

## 1.0 Purpose and Scope

The purpose of this manual is to provide staff and utility ~~customers~~ customers with a general frame of reference on how billing, payments, agreements, and disconnections should be conducted.

**Commented [DH1]:** I would like to reorder the sections to have like processes together.

The scope of this manual is for utility account collection, protection, and service. While some of these policies may be duplicated from or used by other departments within the City, this document is specific to utility accounts.

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## 2.0 Segregation of Duties

### **Staff**

- No person shall adjust a bill for any reason set forth in this policy, in Public Service Commission (PSC) regulations or any other policy or statute and collect payment of the same adjusted bill.
- If a staff member makes an adjustment to a bill due to an error or agreement, another staff member must take payment.

### 3.0 Request for Information

As allowed by the PSC's administrative rules, if another person, including a family member, requests a customer's information, the City shall follow Wisconsin Statute 196.137 concerning sharing municipal utility customer information. This statute defines customer information as "any information received from customers which serves to identify customers individually by usage or account status." Under this statute, a utility is prohibited from releasing customer information to any person except:

- Agents, vendors, partners, or affiliates of the municipal utility that are engaged to perform any services or functions for or on behalf of the city.
- In connection with an issue of municipal securities and to the extent the City determines release is necessary to comply with securities disclosure obligations to a lender, a purchaser, potential purchaser, investor, or potential investor, in municipal securities.
- In connection with the preparation of real estate closing documents, a title agent, insurer, lender, mortgage broker, or attorney providing legal services.
- In connection with a real estate transaction or appraisal of real property, a real estate broker or salesperson licensed under chapter 452 or an appraiser certified or licensed under chapter 458.
- In connection with the foreclosure of real property, a lender or prospective purchaser.
- Transmission and distribution utilities and operators within whose geographic service territory the customer is located.
- The commission or any person whom the commission authorizes by order or rule to receive the customer information.
- An owner of a rental dwelling unit to whom the City provides notice of past-due charges pursuant to s. 66.0809 (5).
- An owner of real property provided with municipal utility service or the owner's designated agent or representative.
- Any person who is otherwise authorized by law to receive the customer information.

When necessary, the City may need to consult its legal advisor(s) or the PSC when determining if the requesting party meets one or more of these exclusions.

### 4.0 Application for Service

#### **Owner Occupants**

- An 'Application for Service' is required for water and/or electrical service to be provided. An Application for Service is provided to the account

holders, in person, by mail, or emailed. Per PSC 133.0408, the utility may require the following information from the Customer:

- Customers are required to provide information (full name and date of birth) and one of the following identification identifications: (i.e. driver's license or, passport, etc.) as identified in PSC 133.0408 (2) (c), for service to remain in their name, along with the name of another they wish to have access to the utility account.
- Applications submitted by closing companies in the customer/occupants' name may be sufficient. Closing companies can submit a service application on behalf of the customer.
- The city will ask for the best contact information (i.e. cell phone or home phone) to contact the customer in case of emergency, service interruption or billing concerns.
- Failure to comply may result in disconnection after 30 days.

**Commented [MM2]:** We already identified this earlier, I don't think we need it twice in this bulletpoint. I also don't think we need the 2 or c.

#### **Rental Properties**

- ~~Service may remain in the landlord's name until the tenant completes the 'Application for Service' or remain in the landlords name if they choose per an arrangement with the tenant.~~
- Customers are required to provide information (full name and date of birth) and identification (i.e. driver's license, passport, etc.) as identified in **PSC 133.0408 (2) (c)** for service to remain in their name.
- The City will ask for best contact information (i.e. cell phone or home phone) to contact the customer in case of emergency, service interruption or billing.

**Commented [DH3]:** Tenant are the same as property owners, therefore this sections is redundant

The landlord or property owner has 14 days to notify the City of a change in tenant or customer. Failure to notify the City may result in back billing being the full responsibility of the property owner(s) until the following billing cycle.

## 5.0 Closing and Transferring Accounts

### **Practice**

- The City closes all accounts with a final bill when a transfer is required. The purpose of the final bill is to show a clear point of transfer (date and use) allowing both parties clear and separate financial obligations.
- Unless the new account owner's customers information is already on the account to be transferred, a new 'Application for Service' form must be completed.
- When faced with an account owner that is unreachable, the City reserves the right to hold transferring the account until the City is satisfied that the



listed account owner has abandoned the account so as not to violate Wis. Stat. 196.137.

- In cases of unreachable ~~account owners~~ ~~customers~~, proof of the right to transfer or close the account may include but is not limited ~~to:~~ to lease agreements / deed transfer for the same service location, letter stating power of attorney, death certificate, will, trust, estate or more that shows the transfer of property and/or guardianship of the account owner.
- The city does not keep copies of these forms or copies of driver licenses, only the 'Application for Service'.

### Fees

There are no fees associated with transferring and closing of accounts unless processed by a third party (i.e. title companies). Third party transfer and closing fees are set by tariff (currently \$10 per transaction) ~~currently \$20.00 per parcel, for accounts with water service/~~ Title companies requesting the closing or transfer of an account with water service will be charged \$20.00 per parcel ID.

**Commented [MM4]:** Does this sound any clearer? Our current tariff doesn't let us charge electric only accounts.

## 6.0 Payment Options

### Payment Service Network (PSN)/Online payment

- ~~A confirmation number or a confirmed payment from PSN or other on-line service, in the amount past due is considered a payment and stops collection/disconnection activity.~~
- ~~Through February 2023, The City's 3<sup>rd</sup> party payment service provider is PSN, to access go to [www.evansvillewi.gov/Pay MY BILL](http://www.evansvillewi.gov/Pay MY BILL) to get to the link, or [Payment Service Network.com](http://Payment Service Network.com). Payment can also be made by phone and at city hall through our credit card terminal. There is a 3% processing fee when using a card.~~
- ~~Effective March 2023, online payments will process through WPPI's digital payment system, "My Account." There is a 3% card fee. Access will require customer setup and login, the process can be access through the city's website at: [www.evansvillewi.gov/pay](http://www.evansvillewi.gov/pay)~~
- ~~Payments can be dropped off in the Drop Box in front of city hall 24 hours a day.~~
- ~~Payments can be made in person at City Hall (2<sup>nd</sup> floor) during business hours.~~
- ~~Payments can be dropped off at Piggly Wiggly at the customer service counter during store hours. Utility staff will collect payments at least three times a week.~~
- ~~Payments cancelled for non-sufficient funds (NSF) shall be subject to a NSF fee as permitted in Chapter 2-245 of the Municipal Code. No employee of the City shall create or assist in the creation of these on-line accounts for individual customers.~~

**Commented [DH5]:** This should be add to a new section of Policy for Returned Payments, this section is Payment options, there is an NSF section, it should be moved to. It has also been repeated several times in the section.

### ACH Accounts

- Customer must complete a Direct Payment Form with bank routing and account numbers.
- A voided check shall be attached to the form to provide staff with the necessary routing and account information.
- Customers may apply for Direct Payment on-line. Staff shall check for new applications in the middle of the month, prior to processing ACH transactions and at the end of the month, prior to billing.
- All applications shall be secured in a locked file cabinet.
- ~~Payments cancelled for NSF shall be subject to a NSF fee as permitted in Chapter 2-245 of the Municipal Code.~~

#### **Low Income/Emergency Assistance**

- Assistance is available year-round, and applications can be submitted at any time by a residential utility customer. Residential customers have a minimum of 60 days in past due bills before they are disconnected. The notification process during this period provides the necessary reminders and time for an account owner to file for assistance.
- Confirmation of receiving low income or emergency assistance may be used to:
  - Restore power to a customer after it has been disconnected for non-payment.
  - Used as payment to prevent disconnection.
- ~~The city will only accept~~ accepts confirmation via phone, email, mail, or fax directly from the source of assistance.

#### **Cash**

- All cash denominations paid of \$20.00 or greater shall be checked with a counterfeit marker.

#### **Checks**

- All checks shall be stamped for "Deposit Only".
- The city will not cash checks for any nominal amount.
- No change shall be made to the payment made by check.
- Any check over the amount of the bill due may be voided by the customer or person responsible for the check or the excess amount shall be applied as a credit to the account.
- Payments cancelled for NSF shall be subject to an NSF fee as permitted in Chapter 2-245 of the Municipal Code.
- The city will not accept any checks that are postdated.

### **Non-Sufficient Fund (NSF) Process**

- The transaction is reversed in the cash receipt system and a copy of the returned transaction is given to staff for Bank Reconciliation.
- Staff documents the customer's account as having NSF.
- A letter is sent to the owner of the NSF transaction via certified mail.
- Customer has 10 business days to make good on the check and NSF fee.
- If not corrected within 10 days, information may be sent to the Police Department for an ordinance violation.
- The City shall refuse payment by check from individuals or to accounts when two NSF transactions occur within 12 months. Two NSF transactions are determined by account history and/or history of person responsible for the transaction becoming NSF.
- Refusal of check payment shall apply for 12 months.
- NSF fees must be paid in full to avoid disconnection.

### **Postdated Checks**

- ~~For convenience of the customer, the City may accept postdated checks if they are postdated prior to any late fee dates or shut off dates.~~
- ~~Postdated checks cannot be used to avoid late fees, penalties or disconnection.~~

Commented [DH6]: No Posted Checks

### **Credit or Debit Card**

- The City shall check the back of credit cards for signatures and ask for identification if:
  - The card owner information does not match the account information.
  - The card signature line requests an identification check.
  - The signatures of the receipt and the back of the card do not match.
- If information does not match any of the above, the person shall instead pay by check, debit card if security pin number entry is available or cash.
- Any additional charges for service and use of a credit or debit payment system shall be charged to the customer at the time of the transaction.

### **Budget Plans**

Budget Plans are used to allow customers a steady method of payment based on 12 months of data. Budget Plans are not a substitution effor payment extensions or DPAs.

- Accounts must be made current with no past due amounts to be eligible for a budget plan.

- A Budget Agreement must be completed and signed by the account holder ~~customer~~.
- A Budget Agreement must be completed and signed by the customer.
- ~~In determining a budget plan, a 12-month history report of the accounts bills is ran, the total is then divide by 11, rounding to the nearest increment of 5 dollars, to determine the monthly budget amount.~~ To calculate a budget plan: an annual usage history report is prepared. The annual total is divided by 11 and rounded to the nearest increment of five dollars.
- ~~In the review of customers account there~~ Budgets may need to be adjusted ~~be~~ a need to adjust the calculated budget due to arrears or higher seasonal kwh usage, high summer and/or winters.
- ~~The city staff will notify the customer if there is need for change via letter mailed to the billing address. Customers will receive a letter at their billing address if there has been a change in their budget agreement.~~
- ~~It is required that the customer returns an amended budget form agreeing to the changes to remain on the budget plan.~~
- ~~If a signed budget form is not returned by the due date, the customer will no longer be on the budget plan.~~
- ~~For Budget Credits over \$300.00, a refund will be issued.~~
- 
- In determining a budget plan the City will add the last 12 months of bills and divide by 11, rounding to the nearest increment of 5 to determine the monthly budget amount.
- The City will notify the customer if there is need for change via letter mailed to the billing address.
- The City requires that the customer returns an amended budget form agreeing to the changes.
- Budgets are reviewed twice a-year, typically in June and December.
- During review, and before recalculating changes to a budget plan, the city will total the last 12 months of utility charges, add past due amounts, then subtract 12 monthly payments at the current budget level. If the amount is equal or less (credit or debit to the account) than the monthly payment, no further changes are necessary.
- If the balance is greater than a monthly payment the City shall do one of the following: require a new budget plan that pays the excess balance in 12 months; if a credit exists provide a refund check in the excess balance to the customer and provide a new payment plan; or cancel the budget plan. The City will review budgets of 6 months or greater two (2) times a year ending every May and November.
- Customers and City staff must be aware that a late or delayed payment in a budget plan may give the appearance of a larger outstanding balance at the time of recalculation.

**Commented [DH7]:** This part of the budget policy is incorrect and never made sense. The Past due amounts are already added to the total with 12 month history. A 12 month history is ran for the account and divided by 11 months to figure a budget. This account is looked to see if there are missing payments and/or arrearage. The budget amount will be adjusted as needed.

- Failure by the customer to pay timely may result in If there are 2 missing payment, in a 12 month period, the budget plan will be voided, and customer will have to pay balance in full to start a new budget plan. disqualification of a budget plan. Starting March 5, 2019 all new and renewed budget plans missing two (2) payments within 12 months will result in disqualification a budget.
- Failure to pay the full amount as set in a budget plan shall constitute a missed payment in determining qualification.

### Deferred Payment Agreements (DPA) for Owner/Customers

**Deferred Payment Agreements (DPA)** – An agreement consisting of two distinct components: (1) payment of reasonable a reasonable amount of the outstanding bill; and (2) installments on the remaining outstanding balance. The terms set below have been found to be reasonable by the Municipal Services Committee (MSC) and where necessary, approved as part of the City's tariff with the PSC.

**Owner/Customer** – When the utility customer also owns the dwelling affixed to the property or a mobile home lot.

#### **Procedure**

- First DPA: A minimum of 50% down of the total account balance plus 100% of any NSF and reconnection fees.
- DPA for the remaining balance to be paid within a 3-to-4 month3-to-4-month period on the 25<sup>th</sup> of each month.
- DPAs shall be paid in full by August 25<sup>th</sup> of the current year.
- Current bills shall be paid in full with the DPA payments.
- ((Example: Account Balance is \$600.00, 50% is \$300.00, remaining \$300.00 will be paid monthly \$75.00 plus current bill a month with last payment August 25<sup>th</sup>)
- DPA are typically not offered during the winter moratorium; theThe city has no recourse to collect on defaulted DPA's during this period.

#### **Default of DPA Procedure**

- If the customer is disconnected due to default on a DPA, the City shall not amend the agreement and the customer is responsible to become current on the DPA.
- The default will be recorded on the customer's account.
- The DPA must be paid in full by August 25<sup>th</sup> of the current year or face assessment and/or collection processes.
- Once disconnected, a customer may be eligible to apply for another DPA.

#### **Amending, Extending, or Altering a DPA**

- Utility bill situations that City staff finds unusual, unforeseen, or not in the customer's control may be submitted for further review. The staff shall not grant an exception, but present the unique situations to the City Administrator for review and ~~remedy to the MSC~~ on a case by case basis. If an agreement cannot be made after the City Administrator's review, the customer may request the MSC to review. Any exception made shall be approved by the MSC. The customer must sign a release form stating their name, account number, and the reason or circumstances for the appeal. This is a requirement so that the MSC can discuss the customer's information regarding the account in a public meeting and vote on the changes to the agreement. At this time disconnection will be postponed. If an agreement cannot be made the customer has the right to contact the Public Service Commission.
- Disconnection will be delayed until a decision is made ~~by the MSC.~~
- ~~The customer must sign a release form stating their name, account number, and the reason or circumstances for the appeal. This is a requirement so that the MSC can discuss the customer's information regarding the account in a public meeting and vote on the changes to the agreement.~~

Commented [DH8]: Jason has recommended that this section be deleted. See what I have recommended in red.

#### RESIDENTIAL TENANTS DPA/PAYMENT EXTENSIONS

##### In accordance with Act 274

- The residential tenant has greater than \$100.00 of account arrearages that are more than 90 days past due.
- The residential tenant has defaulted on a deferred payment agreement in the past 12 months.
- The residential tenant is responsible for account arrearages that were placed on any property owner's tax bill in the utility's service territory in the past 24 months.
- The residential tenant has a balance that accrued during the winter moratorium that is more than 80 days past due.

#### Procedure

- If residential tenant does qualify for a DPA following the same DPA procedure.
- If the residential tenant does not qualify for a DPA, they can have a
  - Payment Extension:
- Payment extensions are shorter term agreements meant to improve collection on accounts to avoid the collection process.
- Rules for accepting a DPA do not apply to a Payment Extension with the only exception being 50% down payment and 100% of all NSF and reconnection fees.

- Only one payment extension may be granted per calendar year to an individual person, excluding Medical Necessity considerations.
- Notes shall be placed on the account about payment arrangements the customer may wish to make during the disconnection moratorium.
- If an agreement cannot be made the customer has the right to contact the Public Service Commission.

### **Deferred Payment Agreements (DPA) for Renter/Customers**

**Deferred Payment Agreements**—An agreement consisting of two distinct components: (1) payment of reasonable amount of the outstanding bill; and (2) installments on the remaining outstanding balance. The terms set below have been found to be reasonable by the MSC and where necessary, approved as part of the City's tariff with the PSC.

**Renter/Customer**—When the utility customer does not own the dwelling affixed to the property or a mobile home lot, and is renting or living at a property, but chooses to place the account in their name.

**Disqualifications for DPA**—In accordance with Act 274

- The residential tenant has greater than \$100.00 of account arrearages that are more than 90 days past due.
- The residential tenant has defaulted on a deferred payment agreement in the past 12 months.
- The residential tenant is responsible for account arrearages that were placed on any property owner's tax bill in the utility's service territory in the past 24 months.
- The residential tenant has a balance that accrued during the winter moratorium that is more than 80 days past due.

#### **Procedure**

- First DPA: A minimum of 50% down of the total account balance plus 100% of any NSF and reconnection fees
- DPA for the remaining balance to be paid within a 3 to 4 month period on the 25<sup>th</sup> of each month.
- DPAs shall be paid in full by August 25<sup>th</sup> of the current year.
- Current bills shall be paid in full with the DPA payments.

#### **Default of DPA Procedure**

- If the customer is disconnected due to default on a DPA, the City shall not amend the agreement and the customer is responsible to become current.
- The default will be recorded on the customer's account.

### **Amending, Extending, or Altering a DPA**

- Utility bill situations that City staff finds unusual, unforeseen, or not in the customer's control may be submitted for further review. The staff shall not grant an exception, but present the unique situations to the City Administrator for review and remedy to the MSC on a case by case basis. If an agreement cannot be made after the City Administrator's review the customer may request the MSC to review. Any exception made shall be approved by the MSC. Disconnection will be delayed until a decision is made by the MSC. The customer must sign a release form stating their name, account number, and the reason or circumstances for the appeal. This is a requirement so that the MSC can discuss the customer's information regarding the account in a public meeting and vote on the changes to the agreement. At this time disconnection will be postponed. If an agreement cannot be made the customer has the right to contact the Public Service Commission.
- The customer must sign a release form stating their name, account number, and the reason or circumstances for the appeal. This is a requirement so that the MSC can discuss the customer's information regarding the account in a public meeting and vote on the changes to the agreement.

### Payment Extensions

- Payment extensions are shorter term agreements meant to improve collection on accounts to avoid the collection process.
- Rules for accepting a DPA do not apply to a Payment Extension with the only exception being 50% down payment and 100% of all NSF and reconnection fees.
- Only one payment extension may be granted per calendar year to an individual person, excluding *Medical Necessity* considerations.
- Notes shall be placed on the account about payment arrangements the customer may wish to make during the disconnection moratorium.

### Billing Adjustments/Credits

#### **Billing Adjustment**

- Staff have the authority to adjust bills to match meter readings and tariffs/rates only. If the meter reading shows a level of use, the bill matches that use and the account has the appropriate tariff applied, staff cannot alter the bill.

#### **Billing Adjustment – Spiked Use**



- Staff have the authority to adjust bills to match meter readings and tariffs/rates only.
- The City cannot credit back any electric or water use per the PSC.
- If there is a large spike in water use due to a leak, a credit towards the sewer bill may be granted by the MSC. Adjusted by staff, the MSC will review these adjustments quarterly at the monthly meeting.
- Sewer credits are calculated based on a 6 month average prior to the leak. The leak must be corrected and the use showing a return to the average.
- Credit levels for the excess amount will be based on whether the water was diverted from the sanitary sewer system (100% credit) or flowed clean water through the sanitary system (75% credit).
- Only the variable charges can be credited.
- Any large and/or more than 1 month of excess amounts are subject to review by the MSC.
- The customer must sign a release form stating their name, account number, and the reason or circumstances for the appeal. This is a requirement so that the MSC can discuss the customer's information regarding the account in a public meeting and vote on the changes to the agreement.
- 
- All sewer billing adjustments require a consent form to be completed by the customer so it may be approved in open session with the MSC.

#### **Consent Form**

- ~~The customer must sign a consent form stating their name, account number, and the reason or circumstances for the appeal. This is a requirement so the MSC may discuss the customer's account in a public meeting, and vote on crediting the account.~~

#### **Meter Dispute**

- If there is a dispute on the electric or water meter's accuracy, the City will work within PSC guidelines and may submit the meter for testing to a 3<sup>rd</sup> party.

## Disconnection Policy

### **Disconnection Process**

- Residential and commercial customers must have a past due amount greater than ~~\$40.00~~ to be disconnected. Past due amount greater than \$60.00
- Residential customers are disconnected for bills ~~60~~ days past due. 30 days past due.
- Commercial customers are disconnected for bills 30 days past due.
- Mailed notices are sent no less than 10 calendar days prior to the disconnection date.
- As a courtesy, the City will place reminder cards on the main entry of the building to be disconnected (not the preferred entry of the customer) 24-48 hours before disconnection.
- Services will be disconnected starting at ~~10:00am~~ 11:00 am on the date noted on the disconnection notice.
- Once City staff have been sent to disconnect the meter, service may be disconnected even if payment was received prior to actual disconnect but after ~~10 am~~ 11 am on the date of disconnection.
- If a customer signs a DPA, payments must be made by the due date or service shall be disconnected that following day if the date falls within the disconnection date range.
- After receiving ~~first~~ the first disconnection notice, if a customer's payment is returned for NSF, the customer's service will be disconnected without further notice, if within 48 hours of the disconnection date. - If disconnection is not accomplished on or before the 20<sup>th</sup> day after the first notice date, a 24 to 48 notices must be left at the premise.
- After receiving ~~first~~ the first disconnection notice, if a customer's payment is returned for NSF 48 hours past the disconnection date, a new disconnection notice of no less than 24 hours will be placed upon the physical location of the delinquent account.
- When a disconnection creates a concern for ~~safety~~ the safety of City staff, the City Administrator or Municipal Services Director may provide an alternative solution.

#### **Reconnection Process**

- ~~In order to be reconnected the customer must pay the disconnection amount along with the \$40.00 reconnections fee or arrange a DPA or a Payment Extension, along with the reconnection fee.~~
- ~~If applicable, all NSF fees must be paid in full.~~

- ~~The customer shall make a payment equal to all outstanding balances (30 days or greater) or arrange a DPA and pay a \$40.00 reconnect fee.~~
- Reconnection fees are for the costs of the City performing reconnections.
- Reconnections will not begin until after City staff are done with all disconnections.
- City staff will remain available to physically reconnect customers until 4:30 ~~pm~~ 4:00 pm on the day of disconnection., Monday-Friday. There will be no reconnections after 4:00 pm, unless there is a medical emergency.
- City staff will remain available to make arrangements or accept payments until ~~4:30 pm~~ 4:00 pm on a standard ~~work day~~workday.
- The Municipals Service Director or Water and Light Foreperson may direct the installation of a remote disconnection meter when deemed it may improve service, safety or efficiency.

#### **Disconnection Moratorium**

- The disconnection moratorium is November 1<sup>st</sup> to April 15<sup>th</sup> of each year.
- No disconnection can occur at this time for residential customers only.
- If disconnected prior to November 1<sup>st</sup> for non-payment, the City is not obligated to reconnect services until the account is made current.
- Late fees, interest and other charges shall be added during the disconnection moratorium.

### Final Billing

#### **Rates and Fees**

- The utility customer shall be billed to the full amount owed based on utility use as of the transfer or disconnection date.
- All non-variable fees shall be pro-rated at 30 days

#### **Notice**

- Customers, property owners and closing companies are responsible for giving adequate notice to the City in order to process the final bill.
- Producing final bills for owners of one to ten units (1-10) shall require notice of three (3) working days.
- Producing final bills for owners of eleven units or more (11+) shall require notice of five (5) working days.

#### **Billing and Information**

- When a property is changing owner, but not the utility customer, a final billing process must still be completed. The utility customer may have two separate bills both due at the same time because of billing automation.
- A forwarding address is required for all final bills.
- If no forwarding address is provided by the account holder, the City shall mail the bill so that it may be forwarded by the US Postal Service.
- After 4 attempts, paper bills will no longer be printed and mailed.

### Billing

- The City generates utility statements monthly. Statements are mailed out by the 8<sup>th</sup> of every month.
- Payments are due by the 25<sup>th</sup> of every month, with a 3-day grace period before late fees are assessed.
- Late fees are as follows: A charge of 3% but not less than .50 will be added to the bills not paid within 20 days of the date of issuance (current bill only). A late payment charge shall be applied only once to any given amount outstanding. The charge is applicable to all customers. A properly applied late charge cannot be voided.
  - Billing Continued
- Customers are billed for the type of service/rate they are receiving; Residential, Commercial etc.
- There are several rates in one billing: Flat Base Rate, Usage Rate, PSAC, CTC, Sales Tax, Public Fire and Stormwater.
- Service description, rate amounts and usage will be shown on the bill.

### Meter Reading/Billing

- Meter reading is imported from Energy IP (WPPI) on the last day of the month every month on the last day of every month.
- Staff will run an auto billing of all this information to create the bills for each account.
- Reports are run to check for errors in the calculations.
- Once this is done a billing file is run and imported to Info Send for processing and mailing.

### Billing Inserts

- Utility should insert quarterly information items in bills throughout the year related to customer.
- Community events with partial sponsorship from the Evansville Tourism Commission, Utility, and City related information only.
- No entity is permitted to ask for donations of money.

- Utility information and notices will take priority.
- All inserts should be approved in advance by utility staff and the Public Relations Officer (City Administrator) of the city.
- All inserts should be provided 60 days in advance of the billing date in a digital format (e.g. PDF, etc.)
- Inserts should be printed and provided to the utility by the requesting organization.
- Costs for bill insert should be paid direct to the utility's Utility bill printing service.

## Collections

### **State Debt Collections (SDC)**

- The City will only submit to collections accounts/bills that are final.
- Per the agreement with SDC, the account must have a balance of \$50.00 or more past due.
- To meet SDC requirements of bills being 90 days past due the City shall:
  - After 60 days of being past due (past due means past the original due date of the bill not paid) the City shall send notice of its intent to file with SDC.
  - After providing a 30 day notice the City shall file with SDC.
- After the account or bill is sent to SDC, an alert is placed on the account to accept payments through SDC only.
- The City shall continue the collection process until the bill or account can be transferred to tax collection (if eligible) for a period of one year before being transferred to Tax Roll, or until deemed uncollectable.

### **Tax Roll Collection**

- Accounts in the name of tenants ("renters") shall be paid in full and made current by August 31<sup>st</sup> each year. The City notifies landlords of their tenant's status every month if any bills are past due.
- All amounts not collected and ineligible for SDC, shall be sent to the City Clerk for tax roll collection after November 15<sup>th</sup> of each year.
- The City Clerk will send the collection to the County prior to November 20<sup>th</sup> for placement on the tax bill.

## Medical Necessity

### **Heat Advisory**

During a heat advisory issued by the National Weather Service the City will make reasonable attempts to reconnect services to customers who have been disconnected when there is a potential threat to health or life. Upon expiration of the heat advisory the City shall disconnect service without further notice.

### **21 Day Medical Postponement**

Postponement is a temporary solution to provide the ~~customer~~customer with a window of time to make arrangements, not a permanent cycle of discounted utilities.

Per Section 113.0301 of the PSC Administrative Code, the City shall postpone the disconnection of or reconnect service for a customer with medical needs for up to 21 days. The customer must prove that disconnection will aggravate an existing medical condition or interrupt emergency care. The customer must provide the following:

- A statement identifying the medical need for uninterrupted or reconnected service from a Wisconsin licensed physician, public health official, social services or law enforcement.
  - The statement must identify the medical need or protective services emergency.
  - The statement must specify the ~~period of time~~duration during which disconnection will aggravate the circumstances.
- A reasonable payment arrangement to continue the service on an extended basis under a DPA or payment extension.

The City will take extenuating circumstances, such as infirmities of aging, developmental, mental or physical disabilities, the use of life support systems, or like infirmities incurred at any age, or the frailties associated with being very young, into consideration prior to disconnecting or reconnecting service. The City considers these circumstances a high threshold to meet and prove. These circumstances shall be a matter of life and safety, not comfort.

The postponement may be extended greater than 21 days by renewal of the statement or an agreement, both to be reviewed and potentially approved by the MSC when there is evidence of reasonable communication between the City and customer, and attempts by the customer to make payments.

Notes of such arrangement and review shall be placed on the account.

~~The customer must sign a consent form stating their name, account number, and the reason or circumstances for the extension of postponement. This is a requirement so the Committee may discuss the customer's account and circumstances in a public meeting, and vote on the account postponement.~~

If the Medical Extension is one that the customer's physician deems permanent, staff will make sure the form is accurate and filled out fully by the physician. This will remain on the customer account permanently.

Severability

If any statement, procedure or directive within this policy shall, for any reason and to any extent, be invalid or unenforceable, the remaining shall remain in full force and effect.







**WATER PLANT OPERATOR  
POSITION DESCRIPTION**

**DRAFT**

**General Statement of Duties:**

Performs operations, maintenance, and construction for water utility. Performs necessary monitoring and reporting for water utility and assists utilities and public works services in their operations within the Municipal Services Department.

**Distinguishing Features of the Position:**

This position reports to the Water Plant Operator in Charge. This position may require specialized training, continuing education and certification. Strict monitoring, testing and reporting schedules may be required. This position is hourly and non-represented.

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

**Infrastructure and System Operations, Maintenance and Repair:**

- Monitor wells and pumps for proper distribution pressure and quantities.
- Monitor customer usage by checking meter accuracy and checking for cross connections.
- Maintain records on physical plant and the location of mains and services.
- Monitor and maintain storage reservoirs in good condition.
- Perform regular maintenance on pumps, motors and standby equipment.
- Work with engineers, developers, contractors, and superintendent on installation of new facilities.
- Make repairs and replacements to valves, hydrants, mains and services as needed.
- Perform regular maintenance programs such as hydrant flushing and valve operations.

**Water Quality:**

- Set and monitor chemical feed pumps.
- Perform regular tests for water quality.
- Submit regular reports to Wisconsin DNR on water operations.
- Maintain programs on private well abandonment and public well protection.
- Perform water utility locates

**Miscellaneous:**

- Complete written reports on hours worked and expenses.
- Provide neat, pleasant and helpful appearance to customers.
- Be familiar and comply with work rules as needed and instruct other employees in safe work habits.
- Complete accident reports and review safety requirements as needed.
- Use personal protective equipment.
- Maintain CPR and First Aid Certification.
- Respond to call-outs for no power or other emergencies.
- Maintain records and initiate addition for equipment and materials.
- Review and recommend training.
- Assist electric, stormwater, and wastewater utilities with locates
- Works cooperatively with public Municipal Services and other Department staff

- Other duties as may be assigned including on-call duty.

**Required Knowledge, Skills, and Abilities:**

- Certification by the State of Wisconsin as a Water Plant Operator within (1) on year of hire.
- Operator shall have CDL and the ability to operate equipment such as backhoe, end loader, skid loader, dump truck and air tools.
- Ability to use small tools, including power tools and pumps.
- Ability to manipulate stairs and ladders.
- Skilled in communication and mathematics.
- Possess general knowledge of codes and standards for water utility.
- Completed training, continuing education and knowledge in CPR, AED operations and first-aid.

**Work Environment:**

Working outside in the elements such as heat, cold, rain and sun. Potential for high levels of pollen, dust and other irritants typical with outdoor conditions and large maintenance garages. Potential to work at night running snow plows during blizzard like conditions. Standing, walking, working and driving around or within moving traffic. Working in a large maintenance shop with running equipment, loud noise, and hazardous or flammable chemicals. Work in confined spaces including but not limited to well or pump house, catch basins, excavation sites and the water tower.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to use hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl. The employee is occasionally required to walk, sit, and talk or hear. The employee may be required to lift, pull and/or move 50 pounds for extended periods. Must occasionally lift, pull and/or move 100 pounds with mechanical and/or physical assistance. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus. Must be capable of periodic heavy stretching and pulling for extended periods of time.

**Selection guidelines:**

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

**Compensation:**

The City of Evansville's Pay Philosophy categorizes this position in a pay grade of 7.

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

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

Revised February 15, 2006

Reviewed by Municipal Services Committee 1/27/2015 and 12/19/2023

Approved by Finance & Labor Relations Committee 2/05/2015. Revised by Finance & Labor Relations Committee 08/03/2023 and 01/04/2024