

## **NOTICE**

A meeting of the City of Evansville Municipal Services Committee will be held on the date and at the time and location stated below. Notice is further given that enough members of the City Council may be present to constitute a meeting under Wisconsin Statutes, and this constitutes notice of any such meeting. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall: (608)-882-2266 with as much advance notice as possible.

City of Evansville **Municipal Services Committee**  
Regular Meeting  
City Hall, 31 S Madison St., Evansville, WI 53536  
Tuesday, July 29, 2025, 5:00 p.m.

## **AGENDA**

1. Call to Order.
2. Roll Call.
3. Motion to Approve the Agenda.
4. Motion to Waive the reading of the minutes of the June 24, 2025 regular meeting and Approve them as printed.
5. Civility Reminder.
6. Citizen appearances.
7. New Business.
  - A. Presentation, Discussion, and Possible Action regarding Upper 90's Municipal Energy Audits and Projects.
  - B. Discussion and Possible Recommendation to Common Council ATC Common Facilities Agreement.
  - C. Assessment of Infrastructure Improvement.
  - D. Preliminary CIP Discussion.
8. Electric & Water Utility.
  - A. Project Updates.
  - B. Monthly Reports.
    1. Usage & Outage Reports.
    2. Disconnection Report.
  - C. WPPI Energy Report.
9. Public Works.
  - A. Wastewater Utility.
    1. Quarterly Report (June) - Sewer Credits.
    2. Waste Water Analysis.
  - B. Stormwater Utility.
  - C. City Engineer Report.

**D. Cemetery Report.**

- 1. Motion to Recommend to Common Council Resolution 2025-15, Amending City of Evansville Fee Schedule – Cemetery.**

**E. Parks and Recreation Report.**

**10. Old Business.**

**A. Discussion on Refuse and Recycling RFP.**

- 1. Motion to extend the current contract with GFL to the end of 2027.**

**11. Next Meeting Dates: June 24, 2025 at 5:00 p.m.**

**12. Adjourn.**

City of Evansville **Municipal Services Committee**  
Regular Meeting  
City Hall, 31 S Madison St., Evansville, WI 53536  
Tuesday, June 24, 2025, 5:00 p.m.

## MINUTES

**1. Call to Order:** Corridon called the meeting to order at 5:00 p.m.

**2. Roll Call:**

Members	Present/ Absent	Others Present
Aldersperson Ben Corridon	P	Scott Kriebs, Municipal Services Director
Aldersperson Lita Droster	P	Dale Roberts, Public Works Foreperson
Aldersperson Abbey Barnes	P	Jason Sergeant, City Administrator
		Nick Bubolz & Brian Berquist, Town & Country
		Dianne Duggan, City Mayor
		Mario Millonzi & Patrick Diedrich, Upper 90
		Kerry Lindroth, Water & Light Foreperson
		Darren Jacobson, WPPI Representative

**3. Motion to Approve the Agenda, striking 7B, by Barnes, seconded by Droster. Motion passed 3-0.**

**4. Motion to Waive the reading of the minutes of the May 27, 2025 regular meeting and Approve them as printed by Corridon, seconded by Barnes. Motion passed 3-0.**

**5. Civility Reminder:** Corridon issued a reminder that all City Business shall be conducted with civility and decorum.

**6. Citizen appearances:** None

**7. New Business:**

**A. Presentation, Discussion, and Possible Action regarding Upper 90's Municipal Energy Audits and Projects:** Millonzi and Diedrich went through some projects with updated maximum pricing for projects to improve energy efficiency for the City. Project discussion included City Hall roof and windows, insulation at the Library, and manhole covers.

**~~B. Generator Maintenance Agreement~~**

**C. Surveyor RFP:** Kriebs shared that there had been 11 requests sent out with only 2 bids received. Stoughton does use Mi-tech as well and have been pleased with the company as well.

**Motion to Recommend to Common Council to Accept the bid for Mi-Tech for Land Surveyor for Water & Light by Corridon, seconded by Droster. Motion passed 3-0.**

**D. Lead Service Lateral Updates and Discussion:** Berquist shared the tracked changes that had been done after the discussion at the last Municipal Services meeting.

**8. Electric & Water Utility**

**A. Project Updates:** No major projects at this time.

**B. Monthly Reports**

**1. Usage & Outage Reports:** 2 faulty transformers were the cause for the electric failures.

**2. Disconnection Report:** There was some discussion about heat advisory protocol and the accounts that have tenants living at properties that have been disconnected.

### **C. WPPI Energy Report:**

- 1. VLU Funds:** There was some discussion about what the funds can be used for.

### **9. Public Works**

- A. Wastewater Utility:** The pump on Cherry Street is barely running now that the Streets Project is de-watering. The workload has dropped 60-70% of what it was doing prior to the project start with the leaking pipes.
- B. Stormwater Utility:** Berquist shared that Town & Country is helping with the Community Resource Service Audit for the Flood Insurance discount.
- C. City Engineer Report:** Berquist shared that the workers on Mill/Railroad are almost done with pipe work and will be transitioning to Cherry. Then a new crew will start on the next phase of building the road on Mill/Railroad. The dip in the road on Hwy 14, for the Culver's project was fixed the prior day. Some work on the new subdivision by the Aquatic Center has begun.

### **10. Parks and Recreation Report:** Triangle at Lake Leota Park was planted.

### **11. Old Business:** There was some additional discussion about the lead service lateral finances.

### **12. Next Meeting Dates:** July 29, 2025 at 5:00 p.m.

### **13. Adjourn:** Corridon adjourned the meeting at 6:20 p.m.

## COMMON FACILITIES AGREEMENT

THIS COMMON FACILITIES AGREEMENT ("Agreement") is entered into as of                     , by and between, Evansville, Wisconsin, acting by and through its Utility Commission ("Distribution Utility") and American Transmission Company LLC ("ATCLLC"), a Wisconsin limited liability company (collectively, the "Parties"). Distribution Utility and ATCLLC are referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Distribution Utility and ATCLLC each own "joint use" substations that contain facilities owned by both Parties, including facilities that are used and useful to both Parties (as defined below); and

WHEREAS, the Parties desire to establish in this Agreement the allocation of cost responsibility for the operation and maintenance of Common Facilities at joint use substations; and

WHEREAS, the Parties desire to provide in this Agreement for a method of requesting, performing and compensating for improvements and replacements of Common Facilities at joint use substations.

NOW, THEREFORE, in consideration of promises and mutual obligations set forth in this Agreement, the Parties hereby agree as follows:

### ARTICLE 1

#### DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions, Generally

Unless defined in this Agreement, the definition of each capitalized term used in this Agreement shall be the same as the definition for that term set forth in the Operating Agreement of ATCLLC, or the Asset Contribution Agreements between ATCLLC and Distribution Utility.

## **1.2 Special Definitions**

The following defined terms used in this Agreement shall be defined as set forth below:

### **1.2.1 Assignable Facilities**

"Assignable Facilities" are those facilities at a Joint Use Substation that belong to and serve a single owner and are not Common Facilities and are used and useful to such single owner.

### **1.2.2 Common Facilities**

"Common Facilities" are those facilities at a Joint Use Substation that are used and useful to both Parties. Common Facilities include, but are not limited to batteries, structures that house equipment, ground grids, fences, gravel areas, parking areas, landscaping, access roads, yard lighting, shielding, and screening. Common Facilities do not include land, land rights or Assignable Facilities, excluding those Common Facilities deemed to be of De minimis Use.

### **1.2.3 Common Facilities Owner**

"Common Facilities Owner" means, unless otherwise agreed to in writing by the Parties, the Party that owns the greater value (based on original installed cost) of Assignable Facilities at the Joint Use Substation as of the date Distribution Utility transferred its Transmission Facilities to ATCLLC, or the date the substation became a Joint Use Substation (whether by designation or completion of construction), whichever date is later.

### **1.2.4 Costs**

"Costs" means all direct and indirect costs incurred by a Party. Direct and indirect costs include but are not limited to labor costs with overheads which shall include labor costs for tasks such as recording costs and invoicing; the actual cost of materials and supplies; return of and on the cost of property employed; and payments to contractors (without additional charges or markups), plus all overheads directly associated with any and all of these costs.

Distribution Utility's Costs shall be calculated using the rates and charges set forth on Schedule 1. The rates and charges set forth on Schedule 1, Section A shall apply to those instances when Distribution Utility is performing work on Distribution Facilities or other assets owned by Distribution Utility, such as Common Facilities, for which ATCLLC is responsible to make payment to Distribution Utility. The rates and charges set forth on Schedule 1, Section B shall apply in those instances in which Distribution Utility is performing work on Transmission Facilities or other assets owned by ATCLLC, such as Common Facilities, for which ATCLLC is responsible to make payment to Distribution Utility. ATCLLC's Costs shall be determined using the rates and charges set forth on Schedule 2. The rates and charges set forth on Schedule 2 shall apply to those instances when ATCLLC is performing work on Transmission Facilities or other assets owned by ATCLLC, such as Common Facilities, for which Distribution Utility is responsible to make payment to ATCLLC and shall apply in those instances in which ATCLLC is performing work on Distribution Facilities or other assets owned by Distribution Utility, for which Distribution Utility is responsible to make payment to ATCLLC. The rates and charges set forth on Schedule 1 may be changed from time to time by the Distribution Utility and the rates and charges set forth on Schedule 2 may be changed from time to time by ATCLLC; however, any such changes must be communicated to the other Party in writing within fourteen (14) days of such change or within the next billing cycle of such change. If the rates and charges are changed, then the Party making such change shall provide a revised Schedule to the other Party reflecting such change prior to such rates and charges becoming effective for any work under this Agreement.

#### **1.2.5 De minimis Use**

"De minimis Use" shall describe the situation where the used and useful benefit of a Common Facilities Owner's asset is of minimal or insignificant value or benefit to a Joint Use

Substation Tenant and therefore does not warrant proportionate cost allocation by the Common Facilities Owner. Examples may include, but are not limited to, spare fuse storage in a control house, a control wire in a trench, conduit, and/or cable tray or the presence of metering for balancing authority or revenue collection purposes.

#### **1.2.6 Distribution Facilities**

"Distribution Facilities" shall mean those Assignable Facilities owned by Distribution Utility that are used for the distribution of electricity at nominal voltages that are lower than 50 kV, except that Distribution Facilities shall include transformation equipment that receives energy at voltages above 50 kV and transforms the voltage at which the energy is received to a voltage below 50 kV.

#### **1.2.7 Good Utility Practice**

"Good Utility Practice" shall mean 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 of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition and which reflect and are consistent with the mandatory reliability standards of the North American Reliability Corporation (NERC) or and Regional Entities authorized by NERC to establish and enforce reliability standards applicable to each Party. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods, or acts generally accepted in the region and which are acceptable under the mandatory reliability standards of NERC or any Regional Entity having delegated responsibility for the facilities subject to this Agreement.

#### **1.2.8 Joint Use Substation**



"Joint Use Substation" means a substation at which Assignable Facilities are owned and operated by each Party. The Joint Use Substations covered by this Agreement will be documented in a list that will be maintained and shared by and between the Parties, and may be amended by mutual agreement of the Parties. A list of Joint Use Substations shall not be considered exhibits or amendments to this Agreement and shall not be filed with regulatory agencies, specifically including but not limited to, FERC, the Public Service Commission of Wisconsin or the Michigan Public Service Commission.

#### **1.2.9 Joint Use Substation Tenant**

"Joint Use Substation Tenant" means an entity who is not the Common Facilities Owner. There may be more than one Joint Use Substation Tenant associated with a Joint Use Substation.

#### **1.2.10 Joint Use Substation Tenant's Allocable Share**

The Initial "Joint Use Substation Tenant's Allocable Share" shall be the percentage derived by dividing the Joint Use Substation Tenant's total Assignable Facilities value (at original cost) by the total value (at original cost) of all Assignable Facilities at each substation determined using the original costs as of June 30, 2006. Thereafter, any changes to the Joint Use Tenant's Allocable Share shall be determined in accordance with Article 4.

#### **1.2.11 Net Book Investment Value**

"Net Book Investment Value" means original cost less accumulated book depreciation.

#### **1.2.12 Return On and Of Billing**

"Return On and Of Billing" means an annual billing of a Joint Use Substation Tenant by the Common Facilities Owner pursuant to Article 4 of this Agreement, as detailed in the included rate schedule, of the following amounts:

- (a) "Return on investment" shall be calculated as follows: by multiplying the total

Net Book Investment Value of the Common Facilities times the overall pre-tax rate of return allowed the Common Facilities Owner by the governmental agency with jurisdiction over Common Facilities Owner's rates in its most recent rate order times the Joint Use Substation Tenant's Allocable Share;

(b) "Return of investment" shall be calculated as follows: by using the depreciation rate most recently established for the Common Facilities by the governmental agency with jurisdiction over Common Facilities Owner's rates in its most recent depreciation order, determine the annual depreciation of the Common Facilities, then multiply by the Joint Use Substation Tenant's Allocable Share; and

(c) where the Common Facilities Owner is the Distribution Utility, "property tax equivalent" shall be calculated as follows: by multiplying the original cost of non-taxable Common Facilities by the assessment ratio, then by the net local and school tax rate, then by the Joint Use Substation Tenant's Allocable Share. The assessment ratio and tax rates are provided by the municipal treasurer at the end of the previous calendar year and the net local and school tax rate is calculated in accordance with the applicable state statute and rules of the governmental agency with jurisdiction over the Distribution Utility's rates.

#### **1.2.13 Service**

"Service" means operation and maintenance of Common Facilities performed by the Common Facilities Owner under Article 4 of this Agreement and Common Facilities improvements and expansions performed by the Common Facilities Owner under Article 5 of this Agreement.

#### **1.2.14 Transmission Facilities**

"Transmission Facilities" shall mean those Assignable Facilities owned by ATCLLC and used by it for (i) the transmission of electric energy at voltages that are 50 kV and higher

(but does not include transformation equipment otherwise defined as Distribution Facilities if the function is to transform the voltage to a voltage less than 50 kV) or (ii) the transmission of electricity regardless of the nominal voltage at which such facility is designed to operate or does operate, if the facilities are designated by the Public Service Commission of Wisconsin as transmission facilities.

#### **1.2.15 Transmission System**

"Transmission System" shall mean the system of facilities for the transmission of electric energy that is owned by ATCLLC.

### **ARTICLE 2**

#### **TERM**

This Agreement shall be effective from the date hereof ("Effective Date") and shall continue in effect until terminated upon not less than one (1) year's written notice by one Party to the other; provided, however, that the provisions of this Agreement shall survive termination as to any Services being performed through and including the effective date of termination, and that the respective parties shall agree to work collaboratively and cooperatively to address any forward looking operational and/or ownership issues.

### **ARTICLE 3**

#### **REQUIRED REGULATORY APPROVALS AND REPORTING**

The effectiveness of this Agreement is expressly conditioned upon the receipt by the Parties of all permits, regulatory authorizations and regulatory approvals that are required in order for the Parties to enter into and perform their obligations under this Agreement in a form acceptable in the reasonable judgment of the Party affected thereby.

### **ARTICLE 4**

#### **OPERATION AND MAINTENANCE**

##### **4.1 Assignable Facilities**

Each Party is responsible for the operation and maintenance of its Assignable Facilities at its sole cost.

#### **4.2 Common Facilities**

The Common Facilities Owner shall perform or have performed all operation and maintenance of Common Facilities as required by and in accordance with Good Utility Practice and any applicable mandatory reliability standards. At the end of each year, the Common Facilities Owner shall calculate and bill each Joint Use Substation Tenant, and each Joint Use Substation Tenant shall pay the Common Facilities Owner, the Joint Use Substation Tenant's Allocable Share of the Common Facilities Owner's Costs of operating and maintaining Common Facilities. The amount to be billed by the Common Facilities Owner shall be determined by multiplying the Joint Use Tenant's Allocable Share times the Costs associated with operating and maintaining the Common Facilities at each Joint Use Substation.

#### **4.3 Annual Redetermination of Joint Use Tenant's Allocable Share and Return Of and On Billing Amounts.**

Beginning the year after the initial year of this Agreement, the Parties shall exchange accounting information necessary to determine the Joint Use Tenant's Allocable Share in the manner provided for in Section 1.2.10 based on the values as of June 30 of such year. Thereafter, by August 15 the Parties shall agree upon the Joint Use Substation Tenant's Allocable Share. The Joint Use Substation Tenant's Allocable Share shall be applicable to all billings made beginning on or after January 1 of the succeeding year. The Return Of and Return On Billing calculations set forth in Section 1.2.12 shall be adjusted accordingly using values determined as of June 30 of each year and such adjusted Return Of and Return On Billing calculations shall be applicable to all billings made beginning on or after January 1st of the succeeding year.

### **ARTICLE 5**

#### **COMMON FACILITIES IMPROVEMENTS, REPLACEMENTS AND**

## **SERVICES**

### **5.1 Common Facilities Improvements**

When existing Common Facilities must be improved or replaced by reason of degradation or failure due to use over time, or the Parties mutually agree upon an improvement or replacement of Common Facilities, the Parties shall cooperate in good faith on the design, engineering, scheduling and installation of the improvement or replacement. The functionality of the improved or replaced Common Facilities shall be equal to or greater than their original functionality unless the Common Facilities Owner and Joint Use Substation Tenants agree otherwise. The Common Facilities Owner shall perform or have performed the improvement or replacement in accordance with Good Utility Practice and any applicable mandatory reliability standards and will own the improved or replaced Common Facilities when they are completed. Each Joint Use Substation Tenant shall pay its Joint Use Substation Tenant's Allocable Share of the Common Facilities Owner's Costs of the improvement or replacement to the Common Facilities Owner through the Return On and Of Billing.

### **5.2 Common Facilities Improvements or Replacements Initiated by the Common Facilities Owner**

If the Common Facilities Owner determines that a modification to its Assignable Facilities or a change in its business needs or operating requirements requires an improvement or replacement of Common Facilities at a Joint Use Substation, it shall provide reasonable notice to the Joint Use Substation Tenants of that Joint Use Substation. The Parties shall cooperate in good faith on the design, engineering, scheduling and installation of the improvement or replacement. The Common Facilities Owner shall perform or have performed the improvement or replacement in accordance with Good Utility Practice and any mandatory reliability standards and will own the improved or replaced Common Facilities when they are completed. Each Joint Use Substation Tenant shall pay its Joint Use Substation Tenant

Allocable Share of the Common Facilities Owner's Costs of the improvement or replacement to the Common Facilities Owner through Return On and Of Billing.

### **5.3 Common Facilities Improvements or Replacements Initiated by a Joint Use Substation Tenant**

If a Joint Use Substation Tenant determines that a modification to its Assignable Facilities or a change in its business needs or operating requirements requires an improvement or replacement of Common Facilities at a Joint Use Substation, the Joint Use Substation Tenant may request the Common Facilities Owner to perform the improvement or replacement by entering into a Facilities Construction Agreement between the Common Facilities Owner and ATCLLC. The Facilities Construction Agreement shall govern the request except as follows:

5.3.1 When a Joint Use Substation Tenant reimburses the Common Facilities Owner for the installation, improvement or replacement of Common Facilities, the value of such Common Facility installation, improvement, or replacement shall be entered on the books of the Common Facilities Owner at zero net book value. The installation, improvement or replacement shall not be reflected in the Common Facilities Owners' Return On and Of Billings.

5.3.2 Any reimbursement shall be made at a time that is mutually agreeable to the Common Facilities Owner and the Joint Use Substation Tenant. Upon receipt of such reimbursement, the Common Facilities Owner shall assume responsibility for any and all of its own tax liabilities resulting from such reimbursement.

## **ARTICLE 6**

### **RIGHT TO AUDIT AND DISPUTE RESOLUTION**

#### **6.1 Audits**

The Party performing the work (Performing Party) shall maintain and retain for such time as Party requesting the work be performed (Requesting Party) may reasonably direct, but

not for longer than seven (7) years, the books and other records needed to document the costs Performing Party incurs as a result of fulfilling its obligations under this Agreement. Performing Party shall respond to any reasonable request from Requesting Party for information related to a Cost charged by Performing Party to Requesting Party by providing Requesting Party the information reasonably needed by Requesting Party to verify the Cost in question. From time to time, Requesting Party may conduct, and Performing Party shall permit Requesting Party to conduct or cause to be conducted by its authorized agents, at Requesting Party's expense, audits of the books and records of Performing Party that relate to the Services provided under this Agreement. Such audits will be conducted at reasonable mutually agreed upon times, provided that Requesting Party must contest invoices within one (1) year of receipt and must complete any audit relating to a contested invoice within a reasonable period of time thereafter. Any adjustment identified to be made as a result of an audit and that is payable under Schedule 1 or Schedule 2 shall be made to the billing statement next issued following the conclusion of the audit.

## **6.2 Disputes**

Disputes arising out of or relating to this Agreement shall first be discussed by the respective Managers for the Common Facilities Owner and the Joint Use Substation Tenant immediately responsible for the supervision of the departments in which the dispute has arisen. Any dispute that cannot be resolved at that level shall be referred to next level. Any dispute that cannot be resolved within a reasonable period of time after the date of submission of the dispute at the second level shall then be referred to the most senior level of the Common Facilities Owner and the Joint Use Substation Tenant. If a satisfactory resolution is not achieved at that level, the Parties shall submit to non-binding mediation, prior to resorting to other remedies available at law or equity.

## ARTICLE 7

### **FORCE MAJEURE**

To the extent performance by either Party to this Agreement is prevented or delayed due to circumstances beyond the reasonable control of the Party (such circumstances shall be hereinafter referred to as events of "Force Majeure"), such Party shall promptly give written notice to the other Party, and shall exercise all commercially reasonable efforts to overcome the effects of the event of Force Majeure. The written notification shall include a full and complete explanation of the event of Force Majeure, and the actions such Party is taking or proposes to take to overcome the event of Force Majeure. Either Party upon receipt of the written notice called for under this paragraph shall have the right, upon written notice to the affected Party, to obtain alternate contractors to perform any work required under this Agreement during any event of Force Majeure that prevents or delays the other Party's performance for a period of ten (10) consecutive days or more.

## ARTICLE 8

### **LIMITATION OF LIABILITY**

With respect to claims by and between the Parties under this Agreement, the measure of damages at law or in equity in any action or proceeding shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived and neither Party shall be liable in statute, contract, in tort (including negligence), strict liability, warranty or under any other legal theory or otherwise to the other Party, its agents, representatives, and/or assigns, for any special, incidental, punitive, exemplary or consequential loss or damage whatsoever, including but not limited to, loss of profits or revenue on work not performed, for loss of use of or under-utilization of the other Party's facilities, loss of use of revenues, or loss of anticipated profits, resulting from either Party's performance or non-performance of an obligation



imposed on it by this Agreement, without regard to the cause or causes related thereto, including the negligence of any party. The Parties expressly acknowledge and agree that this limitation shall apply to any claims for indemnification under Article 9 of this Agreement. The provisions of this Article shall survive the termination or expiration of this Agreement.

## ARTICLE 9

### INDEMNITY

#### 9.1 Indemnification Obligation

Subject to the provisions of Article 8, a Party ("Indemnifying Party") shall indemnify, hold harmless and defend the other Party ("Indemnified Party"), and its officers, directors, employees, affiliates, managers, members, trustees, shareholders, agents, contractors, subcontractors, affiliates' employees, invitees and successors, from and against any and all claims, demands, suits, obligations, payments, liabilities, costs, losses, judgments, damages and expenses (including the reasonable costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements, and compromises relating thereto, reasonable attorneys' and expert fees and reasonable disbursements in connection therewith) for damage to property, injury to any person or entity, or death of any individual, including the Indemnified Party's employees and affiliates' employees, or any other third parties, to the extent caused wholly or in part by any willful act or omission, or grossly negligent act or omission by the Indemnifying Party or its officers, directors, employees, agents, contractors, subcontractors and invitees arising out of or connected with the Indemnifying Party's performance or breach of this Agreement, or the exercise by the Indemnifying Party of its rights under this Agreement; provided, however, that the provisions of this Article shall not apply if any such injury, death or damage is held to have been caused by the negligence or intentional wrongdoing of the Indemnified Party, its agents or employees. In furtherance of the foregoing indemnification and not by way of limitation, the Indemnifying Party hereby

waives any defense it otherwise might have under applicable workers' compensation laws.

## **9.2 Indemnification Procedures**

A Party seeking indemnification from the other Party under this Agreement shall give the other Party notice of such claim as soon as practicable but in any event on or before the thirtieth (30<sup>th</sup>) day after the Party's actual knowledge of such claim or action. Such notice shall describe the claim in reasonable detail, and shall indicate the amount (estimated if necessary) of the claim that has been, or may be, sustained by said Party. To the extent that the other Party will have been actually and materially prejudiced as a result of the failure to provide such notice, such notice will be a condition precedent to any liability of the other Party under the provisions for indemnification contained in this Agreement. Neither Party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior consent of the other Party; provided, however, said consent shall not be unreasonably withheld or delayed. Each Party's indemnification obligation will survive expiration, cancellation or early termination of this Agreement.

## **ARTICLE 10**

### **INSURANCE**

#### **10.1 Insurance Requirements**

The Parties agree to maintain, at their own cost and expense, general and automobile liability, worker's compensation, and other forms of insurance relating to their operations for the life of this Agreement in the manner, and amounts, at a minimum, as set forth below,

- (a) Workers' Compensation Insurance in accordance with all applicable state, federal and maritime law, including Employer's Liability Insurance in the amount of \$500,000 per accident;
- (b) Commercial General Liability Insurance, including Contractual Liability Coverage for liabilities assumed under this Agreement, and Personal Injury Coverage in the amount

of \$5,000,000 per occurrence for bodily injury and property damage. The Local Distribution Company's policy shall include Transmission Owner and ATC Management Inc. as additional insureds. Transmission Owner shall include Local Distribution Company as an additional insured;

(c) Automobile Liability Insurance for all owned, non-owned, and hired vehicles with bodily injury limits of no less than \$5,000,000 per person, \$5,000,000 per accident; and property damage limits of no less than \$5,000,000 per accident. The Local Distribution Company's policy shall include Transmission Owner and ATC Management, Inc. as additional insureds. Transmission Owner shall include Local Distribution Company as an additional insured;

(d) Where a Party has more than \$50 million in assets it may, at its option, self-insure all or part of the insurances required in this Article; provided, however, the self-insuring Party agrees that all other provisions of this Article, including, but not limited to, waiver of subrogation and additional insured status, which will provide or is intended to provide protection for the other Party and its affiliated and associated companies under this Agreement, shall remain enforceable. A Party's election to self-insure shall not impair, limit, or in any manner result in a reduction of rights and/or benefits otherwise available to the other Party and its affiliated and associated companies through formal insurance policies and endorsements as specified in the above parts of this Article. The self-insuring Party agrees that all amounts of self-insurance, retentions and/or deductibles are the responsibility of and shall be borne by the self-insuring Party.

## **10.2 Certification**

Within fifteen (15) days of the Effective Date, and thereafter upon request, during the term of this Agreement, (including any extensions), each insuring Party shall provide to the insured Party, properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by such Party under this Agreement. Certificates

of insurance shall provide the following information:

- (a) Name of insurance company, policy number and expiration date;
- (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of the Party maintaining such policy;
- (c) A statement indicating that the insured Party shall receive at least thirty (30) days prior written notice of cancellation or expiration of a policy, or reduction of liability limits with respect to a policy; and
- (d) A statement identifying and indicating that additional insureds have been named as required by this Agreement.

#### **10.3 Copies**

At an insured Party's request, in addition to the foregoing certifications, the insuring Party shall deliver to the insured Party a copy of applicable sections of each insurance policy.

#### **10.4 Policy Inspection**

Each insured Party shall have the right to inspect the original policies of insurance applicable to this Agreement at the insuring Party's place of business during regular business hours.

#### **10.5 Coverage Period**

If any insurance is written on a "claims made" basis, the insuring Party shall maintain the coverage for a minimum of seven (7) years after the termination of this Agreement.

#### **10.6 Waiver of Subrogation**

To the extent permitted by the insurer and commercially reasonable, each insuring Party shall obtain waivers of subrogation in favor of the insured Party from any insurer providing

coverage that is required to be maintained under this Article 10, except for the coverage required under Section 10.1(a). A Party shall not be required to obtain a waiver of subrogation if the other Party is not able to obtain a waiver of subrogation from its insurance carrier.

## ARTICLE 11

### **SUCCESSORS AND ASSIGNS**

This Agreement and each and every of its covenants, terms and conditions, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Distribution Utility shall not assign its rights or obligations under this Agreement without express written approval of ATCLLC, except it may assign its rights or obligations to a purchaser (or other successor) who will own all or substantially all of its Distribution Facilities and who shall then be bound by all of the provisions of this Agreement. ATCLLC shall not assign its rights or obligations under this Agreement without express written approval of Distribution Utility, except it may assign its rights and obligations to a purchaser (or an affiliate) who will own all or substantially all of its Transmission Facilities or equity interests and who shall then be bound by all of the provisions of this Agreement. No assignment of this Agreement shall be valid unless the Assignee agrees, in writing, to be bound by all the terms, conditions, and limitations of this Agreement.

## ARTICLE 12

### **NOTICE**

#### **12.1 Written Notice**

All certificates or notices required under this Agreement shall be given in writing and addressed or delivered to the representative(s) specified in this Agreement. Notices shall be deemed received (i) upon delivery, when personally delivered; (ii) upon receipt, when sent via registered or certified mail; (iii) the next business day, when sent via overnight courier; and (iv) when sent via facsimile upon confirmation by recipient. Copies of all general correspondence

regarding this Agreement shall also be sent to these representative(s).

## **12.2 Representatives to Receive Notice**

Notices submitted hereunder shall be directed to the following individuals:

Notices to Distribution Utility:

Attn: Scott Kriebs\_\_\_\_\_  
Evansville Water & Light  
31 S Madison St  
Evansville, WI 53536  
608-882-2262

Notices to ATCLLC:

Attn:  
Vice President, State & Federal Affairs  
American Transmission Company, LLC  
W234 N20000 Ridgeview Parkway West  
P.O. Box 47  
Waukesha, WI 53188-1000

All other communications relating to this Agreement should be submitted to:

Chief Operating Officer  
American Transmission Company, LLC  
W234 N2000 Ridgeview Parkway West P.O.  
Box 47  
Waukesha, WI 53188-1000

## **12.3 Notification Changes**

ATCLLC or Distribution Utility may change their respective representative(s) designated to receive notice hereunder by written notice to the other Party.

# **ARTICLE 13**

## **MISCELLANEOUS**

### **13.1 Compliance with Laws**

Throughout the term of this Agreement, each Party shall perform its obligations under this Agreement in compliance with all present and future federal, state and local statutes, ordinances, rules and regulations, including, but not limited to those pertaining to human

safety, protection of property, non-discrimination, and protection of the environment, including any and all applicable mandatory reliability standards of NERC or the delegated Regional Entity.

### **13.2 Entire Agreement**

This Agreement, together with any Exhibits and Schedules attached to this Agreement is the entire understanding of the Parties regarding the subject matter, and supersedes all prior oral or written discussions, negotiations and agreements the Parties may have had with respect to the subject matter.

### **13.3 Counterparts**

This Agreement may be executed in any number of counterparts, and each counterpart shall have the same force and effect as the original instrument.

### **13.4 Amendment**

No amendment, modification or waiver of any term hereof shall be effective unless set forth in a writing signed by the Parties.

### **13.5 Survival**

All indemnities and confidentiality rights and obligations provided for in this Agreement shall survive the cancellation, expiration or termination hereof.

### **13.6 Independent Contractor**

Each Party at all times shall be deemed to be an independent contractor and none of its employees or the employees of its contractors shall be considered to be employees of the other Party during the term of this Agreement. Neither Party shall have authority to act on behalf of the other Party or bind the other Party in any manner except as expressly set forth in this Agreement. The Parties acknowledge that neither this Agreement nor any of its provisions are intended to create any partnership or joint venture between or among the Parties.

### **13.7 Confidentiality**

(a) "Confidential Information," as used in this Section 13.7, shall mean all information or documentation disclosed or made available by either Party to the other, including but not limited to correspondence between the Parties, business plans, financial information, policies and procedures, computer programs, reports and analyses, or other information which a Party in good faith designates as a "trade secret" as that term is defined in Wis. Stat. § 134.90(1)(c) or which is designated as critical energy infrastructure information as defined in 18 C.F.R. § 388.12 or which may be subject to the limitation on disclosure set forth in 18 C.F.R. § 358.1, *et seq.*

(b) In consideration of the disclosure by one Party of Confidential Information to the other Party, the Parties agree that each of them shall undertake in good faith to accomplish the following additional actions with respect thereto:

(i) to use the Confidential Information for the sole purpose of fulfilling the obligations of the Parties pursuant to this Agreement;

(ii) to safeguard and hold in strict confidence all Confidential Information, limiting disclosure of Confidential Information to employees, contractors or agents of the receiving Party who have a need to know;

(iii) to protect Confidential Information from disclosure to anyone not a party to this Agreement or to whom such disclosure is limited or prohibited without the prior approval of the disclosing Party;

and

(iv) upon the request of the disclosing Party and in any event upon cancellation or expiration of this Agreement, to return all Confidential Information, or to certify that such Confidential Information has been destroyed.

(c) Each Party retains all right, title and interest in and to any Confidential Information disclosed by the Party hereunder.



(d) In the event that either Party is required by applicable law to disclose any Confidential Information of the other Party, such Party shall promptly notify the other Party of such requirement and cooperate with the other Party to protect the Confidential Information from any disclosure not required by law.

(e) The obligations of this Section shall survive for a period of three (3) years following any expiration or termination of this Agreement.

### **13.8 Standards of Conduct**

If the performance of this Agreement requires ATCLLC to disclose information about the Transmission System to Distribution Utility, the dissemination of which is subject to FERC's Standards of Conduct requirements under 18 C.F.R. Part 358, such information, subject to Section 13.7(e) above, shall not be disclosed by Distribution Utility or ATCLLC to any persons that have not a) completed ATCLLC's Standards of Conduct training and b) have not signed an affidavit agreeing to be bound by ATCLLC's Compliance Plan and the terms of ATCLLC's Confidential Data Access Agreement. Distribution Utility employees receiving Confidential Information of ATCLLC under this Agreement understand that they are prohibited from being conduits of information to Marketers. Further, should any FERC audit of ATCLLC's compliance with the Standards of Conduct turn up any violations of the Confidential Data Access Agreement on the part of the Distribution Utility (i.e. confidential transmission system information being passed to marketers), the Distribution Utility shall be solely liable for any and all penalties imposed by the FERC monetary and otherwise, for those violations attributed to the Distribution Utility by the FERC.

### **13.9 No Implied Waivers**

The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assist or rely upon any such provisions, rights and remedies in that or any other

instance; rather, the same shall be and remain in full force and effect.

#### **13.10 No Third-Party Beneficiaries**

This Agreement is intended to be solely for the benefit of the Parties to this Agreement and their successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than successors and permitted assigns) not a signatory hereto.

#### **13.11 Severability**

In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void portion of such provision shall be deemed severable from this Agreement unless the removal of the unenforceable provision materially alters the obligations of any Party hereunder. Even if there is a material alteration in the remainder of the Agreement, the Agreement shall continue in full force and effect as if such provision was not contained in this Agreement, but the Parties shall negotiate in good faith new provisions in relation to the deleted provision that will to the extent practicable restore the benefit of the bargain contained in such provision, and that are consistent with Good Utility Practice.

#### **13.12 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, with the exception of any choice of laws provisions.

#### **13.13 Headings**

The headings as set forth herein are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures are set forth below, effective as of the

date first written above.

AMERICAN TRANSMISSION COMPANY LLC,  
A Wisconsin limited liability company, by and through  
Its Corporate Manager, ATC MANAGEMENT, INC., a  
Wisconsin Corporation

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

Title: Director – Customer & Corporate Affairs

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

Evansville Water & Light

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

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

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

## Schedule 1

### Distribution Company's Cost Methodology

#### Section A

##### Method of Calculating Costs Charged to Projects for Assets Owned by Distribution Company

Direct Costs: Costs incurred by Distribution Utility that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices or otherwise paid by Distribution Utility for equipment, materials or supplies included in the work performed.

##### Indirect Costs:

Labor Loading This loading covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This loading percentage is then applied on direct labor.

Supervisory Loading This loading covers costs incurred for management and supervision of employees directly involved in the project. The calculation is derived by taking the average of total supervision salary divided by total salary for project related departments only. This allocation percentage is then applied on direct labor.

Project Administration Clearing This is direct labor or outside services associated with capital projects which is charged to a central clearing account. Charges typically originate in administrative areas in which direct project related work is performed, in smaller increments, for numerous projects in any given week. i.e. Plant Accounting, Project Business Administration, etc. These costs are accumulated monthly and allocated to all open capital projects having charges in the preceding month.

Administrative and General Loading This loading covers cost incurred for administrative and general functions that support the Distribution Utility of which a portion will be allocated to the project. The calculation is derived by taking total allocable A&G expenses divided by total labor costs in non-A&G departments. This allocation percentage is then applied on direct labor. Allocable A&G expenses include those from the following departments if applicable: Corporate Management, Human Resources, Finance, Accounting, Facilities & Security, Information Technology and Corporate Services.

Total Charges The total charges are represented as follows:  
 $TC = DC + (DL * LL) + (DL * SL) + (DL * A\&G)$  where DC is Direct Costs, TC is the Total Cost, DL is Direct Labor, SL is Supervisory Loading, LL is Labor Loading, and A&G is Administrative and General Loading.

Schedule 1  
Distribution Company's Cost Methodology  
Section B

Method of Calculating Costs Charged to Projects for Assets Owned by External Parties

Direct Costs Costs incurred by Distribution Utility that are directly attributable to the project. Such costs would include direct labor, employee expenses, material costs, outside contractors and other direct vendor billed costs including sales tax paid on vendor invoices or otherwise paid by Distribution Utility for equipment, materials or supplies included in the work performed.

Indirect Costs:

Labor Loading This loading covers pension and other related employee benefit costs, payroll taxes and the expense of non-productive employee time (Sick, Holiday & Vacation). This loading percentage is then applied on direct labor.

Supervisory Loading This loading covers costs incurred for management and supervision of employees directly involved in the project. The calculation is derived by taking the average of total supervision salary divided by total salary for project related departments only. This allocation percentage is then applied on direct labor.

Project Administration Clearing This is direct labor or outside services associated with capital projects which is charged to a central clearing account. Charges typically originate in administrative areas in which direct project related work is performed, in smaller increments, for numerous projects in any given week. i.e. Plant Accounting, Project Business Administration, etc. These costs are accumulated monthly and allocated to all open capital projects having charges in the preceding month.

Administrative and General Loading This loading covers cost incurred for administrative and general functions that support the Distribution Utility of which a portion will be allocated to the project. The calculation is derived by taking total allocable A&G expenses divided by total labor costs in non-A&G departments. This allocation percentage is then applied on direct labor. Allocable A&G expenses include those from the following departments if applicable: Corporate Management, Human Resources, Finance, Accounting, Facilities & Security, Information Technology and Corporate Services.

Total Charges The total charges are represented as follows:  
 $TC = DC + (DL * LL) + (DL * SL) + (DL * A\&G)$  where DC is Direct Costs, TC is the Total Cost, DL is Direct Labor, SL is Supervisory Loading, LL is Labor Loading, and A&G is Administrative and General Loading

## Schedule 2

### ATC's Cost Methodology for External Billing

Billings to external parties include direct and indirect costs as outlined below:

#### **DIRECT COSTS**

1. Direct costs include those costs incurred by ATC that are directly attributable to the project, such as the following:

- Direct Labor
- Employee Expenses
- Material Costs
- Outside Contractors
- Other direct vendor costs including sales tax

#### **INDIRECT COSTS**

1. Indirect costs include loaders for various allocations, to derive the total cost of labor.

- Time Paid Not Worked (TPNW) – Vacation, Sick, Holiday
- Employee Benefit Costs (Medical, Dental, Pension, etc.)
- Employer Payroll Taxes

$$\text{Base Pay (NOE 090, NOE 091)} \times \text{annual TPNW loader rate \%} = \text{TPNW (NOE 092)}$$

The calculation of the rate is derived by summing the total forecasted TPNW costs for the company (numerator) divided by total forecasted base pay costs for the company (denominator).

$$(\text{Base Pay (NOE 090, NOE 091)} + \text{TPNW (NOE 092)}) \times \text{annual Benefit Costs \& Payroll Taxes loader rate \%} = \text{Benefit Costs \& Payroll Taxes (NOE 095 \& NOE 096)}$$

The calculation of the rate is derived by summing the total forecasted Benefit and payroll tax costs for the company (numerator) divided by total forecasted base pay plus TPNW costs for the company (denominator).

Fully-loaded labor is defined to be Direct Labor, TPNW, benefits and taxes.

2. Indirect costs also include Incentive Compensation. This loader covers all costs related to ATC incentive programs including 1) Short-term incentives, 2) Long-term incentives, and 3) Deferred compensation. The calculation of the rate is derived by summing the forecasted total costs of these three incentive programs for the company (numerator) divided by total forecasted fully-loaded labor costs for the company (denominator). This allocation percentage is then applied on fully-loaded labor.

$$(\text{Base Pay (NOE 090, 091)} + \text{TPNW (NOE 092)} + \text{Benefit Costs \& Payroll Taxes (NOE 095 \& NOE 096)}) \times \text{annual Incentive loader rate \%} = \text{Incentive Allocation (NOE 675)}$$

3. Indirect costs also include Organizational Support. This loader covers qualified O&M expenses for administrative and general functions that support the entire company. This is done because such departments support ATC projects but do not directly charge their expenses to them. The calculation of the

rate is derived by summing the total forecasted allocable O&M expenses of support departments for the company (numerator) divided by total forecasted fully-loaded labor costs for the company (denominator). This allocation percentage is then applied on fully-loaded labor.

Departments deemed to support the organization and are included in this indirect cost include the following:

- Finance and Accounting
- Business Partner Services
- Compensation and Benefits
- Audit and Risk Management
- Corporate
- Corporate Communications
- Facilities
- Human Resources
- Information Technology
- Legal
- Board of Directors Fees & Expenses
- Supply Chain
- Asset-related, including certain Rents
- Prevention and Response

*(Base Pay (NOE 090, 091) + TPNW (NOE 092) + Benefit Costs & Payroll Taxes (NOE 095 & NOE 096)) x **annual Organization Support loader rate** % = Organization Support Allocation (NOE 801)*

4. Indirect costs also include Management. This loader covers O&M expenses incurred for overall management of the organization summarized in cost center 1100, including the labor and related expenses of Directors, Vice Presidents and Executive VPs, and their Executive Assistants. The calculation of the rate is derived by summing total forecasted O&M expenses related to company management for the company (numerator) divided by total forecasted fully-loaded labor costs for the company (denominator). This allocation percentage is then applied on fully-loaded labor.

*(Base Pay (NOE 090, 091) + TPNW (NOE 092) + Benefit Costs & Payroll Taxes (NOE 095 & NOE 096)) x **annual Management loader rate** % = Management Allocation (NOE 802)*

Note: All of the above loader percentages can vary throughout the year as forecasted expenses change. A true-up is performed annually. Loaders are charged to all projects through PowerPlan at the time of payroll posting.

If more detailed information is needed on the above three types of indirect costs, please refer to the ATC Cost Allocation Manual retained by General Accounting.

5. Project administration clearing is also charged to various projects. This is direct labor or outside services associated with capital projects which are charged to a central clearing account. Charges typically originate in administrative areas in which direct project work is performed, in smaller increments, for numerous projects in any given week. Business Partner Services and Project Controls Office are examples of departments that may charge their direct labor time to a clearing account. These costs are accumulated monthly and allocated to all open capital projects having charges in that month.

Throughout the month, project administration clearing costs are accumulated in the project administration

clearing work order. Once all charges are in, charges are reclassified to open projects that received charges in that month. Charges are allocated by the percentage of total costs each work order received. For example, if a work order received 5% of total costs, it would receive 5% of the project administration costs.

6. Tax gross-up may also be billed if ATC does work for a third party and the asset is owned by ATC at the end of the project. This tax gross up is only attributable to reimbursement as a contribution in aid of construction (CIAC). This tax gross up has no bearing on and is not part of the tax gross up that is embedded in ATC's pre-tax return rate.

If the receipt of monies by ATC for the CIAC is deemed to be taxable, an additional amount shall be charged to the requesting party in order to reimburse ATC for capitalized costs associated with timing differences between the payment of tax on such amounts and the related tax deductions in future years. The general rule of thumb is if ATC owns the asset or if the charges relate to an improvement or change to an existing ATC asset, then the tax gross up will apply to all CWIP charges including all capitalized overhead. Removal and expense charges are excluded from the tax calculation.

*Total Capital Charges x Appropriate Rate (see below) for projects placed in service = Tax Gross-up*

The tax gross up percentage (Appropriate Rate) reflects a present value calculation for the timing difference between 1) when the taxable CIAC amount is received by ATC and has taxes paid on it and 2) when the future tax deductions associated with that CIAC tax basis occur to recover those taxes. ATC's present value calculation incorporates a discount rate equivalent to ATC's weighted debt rate plus pre-tax weighted equity rate. The taxes calculated are based on ATC's effective tax rate.

7. Deferred tax adjustment is incorporated into the billing in order to account for the temporary tax savings, or deferred taxes, attributable to accelerated tax depreciation on the property. This deferred tax adjustment/balance reduces the total net plant balance that the rate of return and taxes are applied to.



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**FW: Evansville Common Facilities Agreement**

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From Mark Kopp <mkopp@janesvillelaw.com>

Date Wed 7/16/2025 3:10 PM

To Scott Kriebs <s.kriebs@evansvillewi.gov>

Cc Jason Sergeant <j.sergeant@evansvillewi.gov>; Jamie M. Borck <jborck@janesvillelaw.com>

1 attachment (116 KB)

Evansville Common Facilities Agreement\_Draft\_May 2025.docx;

I must start out by saying this was one of the more difficult contracts that I have ever read. You need a flowchart to follow who is who and what is what. In addition, you need an engineer to figure out some of the technical points. Finally, you need an accountant/economist to figure out the cost of methodology set forth in the schedules that were attached. I suspect that this agreement was drafted by the ATC and drafted in a way that is to their benefit. Again, it is unduly complicated and dense. I do have some comments:

In the first paragraph the city is represented to have a "utility commission". We don't have that. I think the contract can simply be between Evansville and ATC.

There are definitions noted in section 1.1 that are part of a different agreement (or agreements) that I was not privy to and thus I wasn't able to check on those. As far as I can tell, if something is capitalized, it has a definition somewhere.

Generally, there are common elements and elements that are owned by each entity individually. If I am tracking this correctly, whoever has the most individual assets, in terms of value at the time of installation, is the owner of the "common facilities". Everyone else is a "joint use tenant". I have no idea whose individual assets cost the most and thus I don't know who the owner of the common elements would be.

Section 1.2.4 talks about costs. There are two schedules attached to the agreement. One computes what the city's costs would be if they owed money to ATC and the other computes what ATC's costs would be if they owed money to the city. The schedules are not the same. Thus there are two different ways that costs are computed. It seems to be a very burdensome process to compute costs and I must admit that I did not study the methodology/process to determine if one methodology is more favorable than the other. I don't know who, at the city, is charged with figuring this out, but it seems quite burdensome.

It looks like either party can change one of the schedules upon giving 14 days notice. I didn't see any opportunity in the contract for the other side to object.

In article 2, the contract remains in force until one of the parties gives at least one years written notice of the intent to terminate it. That is a very lengthy pre-notice period.

Section 4.3 talks about the yearly sharing of accounting information required in order to compute future years computations. Julie, or whoever would be in charge of this aspect, should be aware of these provisions.

If either party wants to do improvements or replacements, section 5.1 requires the parties to cooperate in improvements to/replacement of "common facilities". Section 5.2 requires notice to be given if the "common facilities owner" wants to do improvements or replacements. 5.3 governs if the tenant wishes to do improvements or replacements.

6.1 requires each party to keep all documentation that they used to compute their costs, and to be compliant with the contract, for seven years in case the other party asks for an allowed audit.

6.2 sets forth how disputes are to be resolved. The section references multiple internal steps/levels that dispute resolution must go to until eventually reaching nonbinding mediation. I don't know if these internal steps are defined elsewhere, but those steps, and the nonbinding mediation, must be used prior to either party engaging the legal system. I can share that, later in the document, the laws of Wisconsin apply if there is a legal dispute.

Article 7 basically says that each party needs to give the other notice if that party is making a claim that their failure to comply with the contract was a result of an act of God.

Article 8 severely limits the damages that each party could recover should there be a breach. The only possible damages would be direct damages. Things such as loss of profit, loss of use, and punitive damages are not allowed. This is true even if the other side is negligent. That is a very limiting article, but it does apply both ways.

Article 9 is the hold harmless language. Each party is held harmless from the willful acts and the gross negligence of the other party. However, there is no hold harmless language for negligent acts or intentional wrongdoing by a party. That struck me as strange.

There are standard provisions requiring insurance. It is applicable to both sides. The other party is to be a named insured and both sides are to provide certification of coverage.

There are also standard provisions dealing with notice, assignment of the contract, amendment of the contract, severability if one portion is struck, stating that this contract is the entire agreement of the parties, and that there is only an independent contractor relationship; representatives from one side are not employees of the other side.

There is a fairly lengthy confidentiality requirement in section 13.7 that the city should have a thorough understanding out so that there is no unintentional disclosure of confidential information.

Let me know if you have questions regarding my comments or regarding any of the provisions.

Attorney Mark D. Kopp  
CONSIGNY LAW FIRM, S.C.  
303 East Court Street  
Janesville, WI 53545  
(608) 755-5050; (608) 755-5057 (Facsimile)  
[mkopp@janesvillelaw.com](mailto:mkopp@janesvillelaw.com)

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**From:** Scott Kriebs <s.kriebs@evansvillewi.gov>  
**Sent:** Monday, July 14, 2025 2:43 PM  
**To:** Mark Kopp <mkopp@janesvillelaw.com>  
**Cc:** Jason Sergeant <j.sergeant@evansvillewi.gov>  
**Subject:** Evansville Common Facilities Agreement

Mark,  
Attached is an agreement from ATC (American Transmission Company), our engineer has done a few of these and does not see any issues with it.  
A short background, these agreements are for when ATC puts their equipment into our own substation. One of our substations is getting expanded and ATC is putting some equipment in that substation. This document covers who maintains the equipment and how each party gets paid. That is my understanding anyway.  
If you need any more clarification I will have to reach out to our engineer.  
Could you read through and advice.

Thanks,  
Scott Kriebs  
Municipal Services Director  
City of Evansville, WI

**2025 CAPITAL IMPROVEMENT PLAN (CIP)**
**Activity Code**
**Account #**
**2025**

Project Title			Estimated Cost
<b>PARKS &amp; POOL</b>			
Mower / Grounds Equipment (3-4 yr cycle)	2025001	430-55720-840	17,000
Historic Restorations (Park Store)	2025002	400-55720-821	100,000
Larson Acres Park Playground Resurface	2025003	400-55720-890	40,000
Leonard Leota Park Ball Field Lighting Rehab and Swing Set Install	2025004	400-55720-803	80,000
Park Plan and Outdoor Recreation Plan Update (5yrs)	2025005	400-55720-890	30,000
Park Pool Improvements (previously borrowed)	2022001	400-55720-803	650,000
	2022002	400-55730-803	
<b>Subtotal Parks &amp; Pool</b>			<b>917,000</b>
<b>EMS</b>			
Equipment	2025007	400-52220-840	18,000
EMS Garage Bay Remodel	2025008	400-52220-821	50,000
<b>Subtotal EMS District</b>			<b>68,000</b>
<b>PUBLIC WORKS</b>			
Sidewalk, Rail Crossing and Pedestrian Improvements (N. Madison St)	2025009	400-53300-802	100,000
Flat Bed Dump Truck	2025010	400-53300-840	85,000
Skid Steer Upgrade	2025011	430-53300-840	5,000
Skid Steer Plow and Tool Cat Plow	2025012	430-53300-840	20,000
Truck Plow	2025013	430-53300-840	12,000
South Union to Water Resurfacing LVRF funded	2025014	100-53300-303	50,000
Highland Resurfacing LVRF funded	2025015	100-53300-303	50,000
Mallard Ct Resurfacing LVRF funded	2025016	100-53300-303	50,000
Chip Seal and other Road Maintenance LVRF funded	2025017	100-53300-303	46,000
Cherry St Reconstruction (Walker to Water)	2025018	400-53300-860	392,118
Mill St (Madison to Railroad) and Railroad St (Mill to Main)	2025019	400-53300-860	335,380
Church St Parking Lot Resurfacing	2025020	400-53300-860	100,000
Mechanics Bay Oil Containter (Shared Cost)	2025021	430-53300-840	3,000
Municipal Services Building Improvements (Shared Cost)	2025022	400-53300-821	37,500
<b>Subtotal Public Works</b>			<b>1,285,998</b>
<b>CEMETERY</b>			
Roads (Partial)	2025023	400-54640-840	40,000
Truck	2025024	400-54640-840	90,000
<b>Subtotal Cemetery</b>			<b>130,000</b>
<b>POLICE</b>			
Hybrid Patrol Vehicle Replacement (annually)	2025025	400-52200-830	54,000
Hybrid Patrol Vehicle Accessories (annually)	2025025	400-52200-840	25,000
Tazers	2025026	430-52200-840	9,100
Lobby Door and Paint	2025027	400-52200-821	10,000
<b>Subtotal Police</b>			<b>98,100</b>
<b>CITY HALL/ADMINISTRATION</b>			
Server Upgrade/Copier (5 year cycle)	2025028	430-57960-833	30,000
City Hall Building	2025029	400-57960-821	150,000
<b>Subtotal City Hall/Admin</b>			<b>180,000</b>
<b>SANITARY SEWER UTILITY/WWTP</b>			
Cherry St Reconstruction (Walker to Water)	2025018	600-53510-850	596,643
County M Lift Station Upgrades	2025030	600-53520-850	250,000
Mill St (Madison to Railroad) and Railroad St (Mill to Main)	2025019	600-53510-850	301,649
Municipal Services Building Improvements (Shared Cost)	2025022	600-53510-901	12,500
Mechanics Bay Oil Containter (Shared Cost)	2025021	600-53500-840	1,000
Lift Station Control Panels	2025031	600-53520-850	250,000
<b>Subtotal WWTP</b>			<b>1,411,792</b>

**2025 CAPITAL IMPROVEMENT PLAN (CIP)**
**Activity Code**
**Account #**
**2025**

Project Title	Estimated Cost
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**STORMWATER UTILITY**

Cherry St Reconstruction (Walker to Water)	2025018	610-53580-850	256,220
Mill St (Madison to Railroad) and Railroad St (Mill to Main)	2025019	610-53580-850	135,802
Westside Pond maintenance path	2025032	610-53580-301	180,000
Curb and Inlet Repairs (W. Main 5th to 6th, Lincoln 2nd to Higgins, Countryside Main to Greenvew)	2025033	610-53580-301	20,000
Ditch Repairs	2025034	610-53580-301	40,000
Porter Road Culvert Retention Pond Access Improvements (Borrowed in 2024)	2024019	610-53580-301	862,136
Municipal Services Building Improvements (Shared Cost)	2025022	610-53580-901	12,500
Mechanics Bay Oil Containter (Shared Cost)	2025021	610-53580-840	1,000
Creek Walls Replace Gabion Baskets	2025036	610-53580-301	20,000
<b>Subtotal Stormwater Utility</b>			<b>1,527,658</b>

**ELECTRIC UTILITY**

Digger Derrick (15 yr cycle) <i>**dependent on rate adjustments</i>	2025037	630-51930-840	350,000
Bucket Truck (12 yr cycle) <i>**dependent on rate adjustments</i>	2025038	630-51930-840	320,000
OH Line Rebuilds (annually, In-house)	2025039	630-51593-300	100,000
OH to UG Line Rebuilds (annually, In-house)	2025040	630-51594-300	100,000
EVA East Bay Repair/Remodel	2024029	63-51582-300	48,000
UTL Substation Expansion	2024030	63-51582-300	721,000
Pole Inspection and Tagging	2025043	630-51593-300	27,000
Building Improvements (Shared Cost)	2025022	630-51932-300	25,000
Mechanics Bay Oil Containter (Shared Cost)	2025021	630-51930-340	2,000
Rate Case WPPI and Johnson Block	2025045	630-51903-300	25,000
Trip Savers	2025046	630-51593-300	45,000
<b>Subtotal Electric Utility</b>			<b>1,763,000</b>

**WATER UTILITY**

Booster Station County C and 6th St	2025047	620-52651-004	600,000
Tower and Well Inspections	2025048	620-52651-004	25,000
Mill St (Madison to Railroad) and Railroad St (Mill to Main)	2025019	620-52651-003	375,425
Cherry St Reconstruction (Walker to Water)	2025018	620-52651-003	565,381
Municipal Services Building Improvements (Shared Cost)	2025022	620-52655-002	12,500
Mechanics Bay Oil Containter (Shared Cost)	2025021	620-52651-004	1,000
Rate Case Ehlers	2025050	620-52902-002	25,000
SCADA Control System	2025051	620-52651-004	400,000
<b>Subtotal Water Utility</b>			<b>2,004,306</b>

**DRAFT****2026****Funding Sources**

Project Title	Estimated Cost	Grants	Reserve Funds	Enterprise Funds	Levy	Borrowing	Total Sources
<b>PARKS &amp; POOL</b>							
Historic Restorations	15,000	15,000					15,000
Excavator Shared Cost	5,500				5,500		5,500
Play Ground Reconstruction	230,000					230,000	230,000
Play Ground Equipment	35,000				35,000		35,000
<b>Subtotal Parks &amp; Pool</b>	<b>285,500</b>	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>40,500</b>	<b>230,000</b>	<b>285,500</b>
<b>EMS</b>							
Ambulance (7 year rotation)	500,000		325,000			175,000	500,000
<b>Subtotal EMS District</b>	<b>500,000</b>	<b>-</b>	<b>325,000</b>	<b>-</b>	<b>-</b>	<b>175,000</b>	<b>500,000</b>
<b>PUBLIC WORKS</b>							
Sidewalk and Pedestrian Improvements	100,000				50,000	50,000	100,000
Endloader (3 yr cycle)	50,000				50,000		50,000
Plow Truck (12 yr cycle)	260,000					260,000	260,000
Equipment Accessories	13,000				13,000		13,000
Chipper Truck Share Cost (15 yr cycle)	25,000					25,000	25,000
Excavator - Medium Shared Cost (10 yr cycle)	10,000				10,000		10,000
Street Barricade Devices LVRF funded	7,500				7,500		7,500
Countryside Resurfacing (Main to Greenview) LVRF funded	50,000	50,000					50,000
Lincoln Resurfacing (2nd to Higgins) LVRF funded	50,000	50,000					50,000
W. Main Resurfacing (5th to 6th) LVRF funded	50,000	50,000					50,000
Chip Seal and other Road Maintenance LVRF funded	46,000	46,000					46,000
Liberty St and Liberty Lane Reconstruction (4th to 5th)	301,396					301,396	301,396
Allen Creek Trail Extension (Church to Water)	75,000					75,000	75,000
Batwing Rough Mower Shared Cost (10 yr cycle)	20,000				20,000		20,000
Access Drive (E. Main to E. Church)	195,000					195,000	195,000
Wood Chipper Shared Cost	12,500					12,500	12,500
<b>Subtotal Public Works</b>	<b>1,265,396</b>	<b>196,000</b>	<b>-</b>	<b>-</b>	<b>150,500</b>	<b>918,896</b>	<b>1,265,396</b>
<b>CEMETERY</b>							
Land Plotting or Reclaiming	25,000	-	-			25,000	25,000
<b>Subtotal Cemetery</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,000</b>	<b>25,000</b>
<b>POLICE</b>							
Vehicle Replacement (annually)	55,000					55,000	55,000
Vehicle Accessories (annually)	16,000					16,000	16,000
Squad/Body Cams (5 year cycle)	80,000					80,000	80,000
Tazers	9,100					9,100	9,100
<b>Subtotal Police</b>	<b>160,100</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>160,100</b>	<b>160,100</b>
<b>CITY HALL/ADMINISTRATION</b>							
Comprehensive Plan (Smart Growth)	50,000					50,000	50,000
City Hall Building	150,000					150,000	150,000
<b>Subtotal City Hall/Admin</b>	<b>200,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>200,000</b>	<b>200,000</b>
<b>SANITARY SEWER UTILITY/WWTP</b>							
Lift Stations (Madison St - Motors)	37,000			37,000			37,000
Sewer Camera	80,000			80,000			80,000
Liberty St and Liberty Lane Reconstruction (4th to 5th)	573,357					573,357	573,357
ATV	20,000			20,000			20,000
Generator - Mobile	60,000			60,000			60,000
Excavator Shared Cost	5,500			5,500			5,500
<b>Subtotal WWTP</b>	<b>775,857</b>	<b>-</b>	<b>-</b>	<b>202,500</b>	<b>-</b>	<b>573,357</b>	<b>775,857</b>
<b>STORMWATER UTILITY</b>							
Allen Creek Trail Extension (Church to Water)	25,000			25,000			25,000
Excavator Share Cost	11,500			11,500			11,500
Liberty St and Liberty Lane Reconstruction (4th to 5th)	320,691					320,691	320,691
Curb and Inlet Repairs	20,000					20,000	20,000
Mower/Wings Shared Cost	16,000			16,000			16,000
Access Drive (E. Main to E. Church)	10,000			10,000			10,000
Larson Acres Park	75,900			75,900			75,900
Settlers Grove Stormwater Improvements	216,900					216,900	216,900
<b>Subtotal Stormwater Utility</b>	<b>695,991</b>	<b>-</b>	<b>-</b>	<b>138,400</b>	<b>-</b>	<b>557,591</b>	<b>695,991</b>



**DRAFT****2026****Funding Sources**

Project Title	Estimated Cost	Grants	Reserve Funds	Enterprise Funds	Levy	Borrowing	Total Sources
<b>ELECTRIC UTILITY</b>							
Excavator (Shared Cost) **	12,000			12,000			12,000
Equipment Attachments **	15,000			15,000			15,000
Chipper Truck Shared Cost (10 yr cycle)	25,000			25,000			25,000
Utility Truck (10 yr cycle) **	52,000			52,000			52,000
OH Line Rebuilds (annually, In-house)	200,000			200,000			200,000
OH to UG Line Rebuilds (annually, In-house)	200,000			200,000			200,000
UTL Substation Expansion	1,652,000					1,652,000	1,652,000
EVA Center Bay	-						-
Utility Truck (10 yr cycle) **	60,000			60,000			60,000
Project Orange	2,723,000					2,723,000	2,723,000
<b>Subtotal Electric Utility</b>	<b>4,939,000</b>	<b>-</b>	<b>-</b>	<b>564,000</b>	<b>-</b>	<b>4,375,000</b>	<b>4,939,000</b>

<b>WATER UTILITY</b>							
Tower & Well Inspections	20,000			20,000			20,000
Excavator Shared Cost	15,500			15,500			15,500
Water Rate Case	20,000			20,000			20,000
Liberty St and Liberty Lane Reconstruction (4th to 5th)	608,902					608,902	608,902
Truck (10 yr rotation)	40,000			40,000			40,000
Access Drive (E. Main to Church)	135,000					135,000	135,000
<b>Subtotal Water Utility</b>	<b>839,402</b>	<b>-</b>	<b>-</b>	<b>95,500</b>	<b>-</b>	<b>743,902</b>	<b>839,402</b>

<b>TOTAL CAPITAL PROJECTS</b>	<b>9,686,246</b>	<b>211,000</b>	<b>325,000</b>	<b>1,000,400</b>	<b>191,000</b>	<b>7,958,847</b>	<b>9,686,247</b>
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Allen Creek Trail Extension (Church to Water)	100,000
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Liberty St and Liberty Lane Reconstruction (4th to 5th)	1,804,346
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Access Drive (E. Main to Church)	340,000
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\*\* Dependent on rate adjustments

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Funding Sources

Project Title	Estimated Cost	Grants	Reserve Funds	Enterprise Funds	Levy	Borrowing	Total Sources
<b>PARKS &amp; POOL</b>							
Historic Restorations	100,000					100,000	100,000
Truck (10 yr cycle)	65,000					65,000	65,000
Mower / Grounds Equipment (3-4 year cycle)	17,750				17,750		17,750
<b>Subtotal Parks &amp; Pool</b>	<b>182,750</b>	-	-	-	<b>17,750</b>	<b>165,000</b>	<b>182,750</b>

<b>PUBLIC WORKS</b>							
Sidewalk and Pedestrian Improvements	100,000				50,000	50,000	100,000
Church St Resurfacing (Madison to Creek) LVRF funded	50,000	50,000					50,000
4th St Resurfacing (Lincoln to end) LVRF funded	50,000	50,000					50,000
Badger Resurfacing (4th to Higgins) LVRF funded	50,000	50,000					50,000
Chip Seal and other Road Maintenance LVRF funded	46,000	46,000					46,000
W Church St Reconstruction (College to Madison)	504,472					504,472	504,472
Longfield St Reconstruction (Fair to Lincoln)	362,645					362,645	362,645
Tractor 15 yr cycle	250,000					250,000	250,000
Water Street Trail *	650,000	520,000				130,000	650,000
<b>Subtotal Public Works</b>	<b>2,063,116</b>	<b>716,000</b>	-	-	<b>50,000</b>	<b>1,297,117</b>	<b>2,063,117</b>

<b>CEMETERY</b>							
Roads (partial)	50,000		50,000				50,000
<b>Subtotal Cemetery</b>	<b>50,000</b>	-	<b>50,000</b>	-	-	-	<b>50,000</b>

<b>POLICE</b>							
Vehicle Replacement (annually)	54,000					54,000	54,000
Vehicle Accessories (annually)	17,000					17,000	17,000
Tazers	9,100				9,100		9,100
<b>Subtotal Police</b>	<b>80,100</b>	-	-	<b>9,100</b>	<b>80,100</b>	<b>151,100</b>	<b>80,100</b>

<b>CITY HALL/ADMINISTRATION</b>							
City Hall Building	150,000					150,000	150,000
Code Enforcement/Building Inspector Vehicle (7yrs)	50,000					50,000	50,000
<b>Subtotal City Hall/Admin</b>	<b>200,000</b>	-	-	-	-	<b>200,000</b>	<b>200,000</b>

<b>SANITARY SEWER UTILITY/WWTP</b>							
W Church St Reconstruction (College to Madison)	872,901					872,901	872,901
Longfield St Reconstruction (Fair to Lincoln)	470,377					470,377	470,377
Mower (3-4 yr cycle)	15,000		15,000				15,000
<b>Subtotal WWTP</b>	<b>1,358,278</b>	-	<b>15,000</b>	-	-	<b>1,343,278</b>	<b>1,358,278</b>

<b>STORMWATER UTILITY</b>							
W Church St Reconstruction (College to Madison)	545,203					545,203	545,203
Longfield St Reconstruction (Fair to Lincoln)	245,540					245,540	245,540
Stormwater Rate Study	7,000		7,000				7,000
Curb and Inlet Repairs	20,000			20,000			20,000
Water St Trail *	650,000	520,000				130,000	650,000
<b>Subtotal Stormwater Utility</b>	<b>1,467,744</b>	<b>520,000</b>	<b>7,000</b>	<b>20,000</b>	-	<b>920,744</b>	<b>1,467,744</b>

<b>ELECTRIC UTILITY</b>							
Wood Chipper Shared Cost (8 yr cycle)	12,500			12,500			12,500
Electric Rate Case	10,000			10,000			10,000
OH Line Rebuilds (annually, In-house)	200,000			200,000			200,000
OH to UG Line Rebuilds (annually, In-house)	200,000			200,000			200,000
Project Orange	200,000					200,000	200,000
EVA Center Bay Retirement/EVA East Bay Rework	50,000					50,000	50,000
EVA/UTL SCADA System	274,000					274,000	274,000
Overcurrent Device Implementation	210,000					210,000	210,000
UG South Meadow to Middle School	276,000					276,000	276,000
UG Circuit Tie - Lincoln to Fair (AKA emergency siren, Grove Campus, HS)	370,000					370,000	370,000
<b>Subtotal Electric Utility</b>	<b>1,802,500</b>	-	-	<b>422,500</b>	-	<b>1,380,000</b>	<b>1,802,500</b>

<b>WATER UTILITY</b>							
Van (10 yr cycle)	45,000					45,000	45,000
W Church St Reconstruction (College to Madison)	995,975					995,975	995,975
Longfield St Reconstruction (Fair to Lincoln)	561,587					561,587	561,587
<b>Subtotal Water Utility</b>	<b>1,602,562</b>	-	-	-	-	<b>1,602,562</b>	<b>1,602,562</b>

<b>TOTAL CAPITAL PROJECTS</b>	<b>8,807,051</b>	<b>1,236,000</b>	<b>72,000</b>	<b>451,600</b>	<b>147,850</b>	<b>6,859,801</b>	<b>8,807,051</b>
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W Church St Reconstruction (College to Madison)	2,918,551
Longfield St Reconstruction (Fair to Lincoln)	1,640,149
Water St Trail *	1,300,000

**DRAFT****2028****Funding Sources**

Project Title	Estimated Cost	Grants	Reserve Funds	Enterprise Funds	Levy	Borrowing	Total Sources
<b>PARKS &amp; POOL</b>							
Historic Restorations	15,000				15,000		15,000
Mower / Grounds Equipment (3-4 yr cycle)	18,500				18,500		18,500
UTV (10 yr rotation)	16,500				16,500		16,500
<b>Subtotal Parks &amp; Pool</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>
<b>PUBLIC WORKS</b>							
Sidewalk and Pedestrian Improvements	100,000					100,000	100,000
Equipment Accessories	12,950				12,950		12,950
Attachment Snowblower	12,500				12,500		12,500
3rd St Reconstruction (Main to Fair)	626,758					626,758	626,758
E. Grove and Park Reconstruction (2nd to Madison)							
Garfield St Resurfacing (N S 5th St to Wylar St) LVRF funded	150,000	150,000					150,000
1st St Resurfacing (Liberty to Main) LVRF funded	50,000					50,000	50,000
Stump Grinder (10 yr cycle)	50,000					50,000	50,000
Building Improvements	2,000,000					2,000,000	2,000,000
<b>Subtotal Public Works</b>	<b>3,002,208</b>	<b>150,000</b>	<b>-</b>	<b>-</b>	<b>25,450</b>	<b>2,826,758</b>	<b>3,002,208</b>
<b>Library</b>							
Server (5 yr cycle)	1,500		1,500				1,500
<b>Subtotal Library</b>	<b>1,500</b>	<b>-</b>	<b>1,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,500</b>
<b>CEMETERY</b>							
Road Resurfacing	300,000					300,000	300,000
Bobcat (5 yr cycle)	2,500		2,500				2,500
<b>Subtotal Cemetery</b>	<b>302,500</b>	<b>-</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>300,000</b>	<b>302,500</b>
<b>POLICE</b>							
Vehicle Replacement (annually)	55,000					55,000	55,000
Vehicle Accessories (annually)	18,000					18,000	18,000
Building Improvements	30,000				30,000		30,000
Tazers	9,100				9,100		9,100
<b>Subtotal Police</b>	<b>112,100</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>39,100</b>	<b>73,000</b>	<b>112,100</b>
<b>CITY HALL/ADMINISTRATION</b>							
Website Update	35,000				35,000		35,000
<b>Subtotal City Hall/Admin</b>	<b>35,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>35,000</b>
<b>SANITARY SEWER UTILITY/WWTP</b>							
Lift Stations (Union St Lift Station)	700,000					700,000	700,000
3rd St Reconstruction	476,044					476,044	476,044
E. Grove and Park Reconstruction (2nd to Madison)							
Plant Truck (10 yr cycle)	55,000			55,000			55,000
Building Improvements	200,000					200,000	200,000
<b>Subtotal WWTP</b>	<b>1,431,044</b>	<b>-</b>	<b>-</b>	<b>55,000</b>	<b>-</b>	<b>1,376,044</b>	<b>1,431,044</b>
<b>STORMWATER UTILITY</b>							
STWT Mowers and Attachments	19,000			19,000			19,000
3rd St Reconstruction	337,830					337,830	337,830
E. Grove and Park Reconstruction (2nd to Madison)							
Curb and Inlet Repairs	20,000			20,000			20,000
Building Improvements	300,000					300,000	300,000
<b>Subtotal Stormwater Utility</b>	<b>676,830</b>	<b>-</b>	<b>-</b>	<b>39,000</b>	<b>-</b>	<b>637,830</b>	<b>676,830</b>
<b>ELECTRIC UTILITY</b>							
Utility Truck (10 yr rotation)	75,000			75,000			75,000
OH Line Rebuilds (annually, In-house)	250,000					250,000	250,000
OH to UG Line Rebuilds (annually, In-house)	250,000					250,000	250,000
UG Circuit Tie - Pool to Lift Station	433,000					433,000	433,000
OH to UG Conversion Garfield (discretionary)	591,000					591,000	591,000
OH to UG Conversion Old 92 (discretionary)	494,000					494,000	494,000
EVA Substation West Bay Upgrades	65,000			65,000			65,000
Building Improvements	1,500,000					1,500,000	1,500,000
<b>Subtotal Electric Utility</b>	<b>3,658,000</b>	<b>-</b>	<b>-</b>	<b>140,000</b>	<b>-</b>	<b>3,518,000</b>	<b>3,658,000</b>

**DRAFT****2028****Funding Sources**

Project Title	Estimated Cost	Grants	Reserve Funds	Enterprise Funds	Levy	Borrowing	Total Sources
<b>WATER UTILITY</b>							
3rd St Reconstruction	680,642					680,642	680,642
E Grove and Park Reconstruction (2nd to Madison)							-
Tower & Well Inspections	10,000			10,000			10,000
Building Improvements	700,000					700,000	700,000
<b>Subtotal Water Utility</b>	<b>1,390,642</b>	<b>-</b>	<b>-</b>	<b>10,000</b>	<b>-</b>	<b>1,380,642</b>	<b>1,390,642</b>

<b>YOUTH CENTER</b>							
New Youth Center Building Architect Fees	25,000					25,000	25,000
<b>Subtotal Youth Center</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,000</b>	<b>25,000</b>

<b>TOTAL CAPITAL PROJECTS</b>	<b>10,684,823</b>	<b>150,000</b>	<b>4,000</b>	<b>244,000</b>	<b>114,550</b>	<b>10,137,274</b>	<b>10,684,824</b>
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3rd St Reconstruction

2,121,273

E Grove and Park Reconstruction (2nd to Madison)

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\* Dependent on grant funding



**DRAFT****2029****Funding Sources**

Project Title	Estimated Cost	Grants	Reserve Funds	Enterprise Funds	Levy	Borrowing	Total Sources
<b>PARKS &amp; POOL</b>							
Historic Restorations	100,000					100,000	100,000
Mower / Grounds Equipment (3-4 yr cycle)	19,000				19,000		19,000
Playground Equipment	40,000				40,000		40,000
Groundskeeper Mower (5 yr cycle)	90,000					90,000	90,000
<b>Subtotal Parks &amp; Pool</b>	<b>249,000</b>	-	-	-	<b>59,000</b>	<b>190,000</b>	<b>249,000</b>
<b>EMS</b>							
Equipment	100,000					100,000	100,000
<b>Subtotal EMS District</b>	<b>100,000</b>	-	-	-	-	<b>100,000</b>	<b>100,000</b>
<b>PUBLIC WORKS</b>							
Sidewalk and Pedestrian Improvements	100,000					100,000	100,000
Skid Steer (3 yr cycle)	9,000				9,000		9,000
Tool CAT - exchange (3 yr cycle)	2,975				2,975		2,975
Endloader (3 yr cycle)	32,000					32,000	32,000
Leaf Collection - Vacuum Trailer	300,000					300,000	300,000
Pavement Roller (12 yr cycle)	9,000				9,000		9,000
Enterprise	567,922					567,922	567,922
N 3rd (Garfield to end)						-	-
Madison St (end to end)							-
City Parking Lots	250,000					250,000	250,000
Road Resurfacing LVRF funded	100,000	100,000					100,000
Flatbed Truck	100,000					100,000	100,000
<b>Subtotal Public Works</b>	<b>1,470,897</b>	<b>100,000</b>	-	-	<b>20,975</b>	<b>1,349,922</b>	<b>1,470,897</b>
<b>CEMETERY</b>							
Plotting Land	20,000					20,000	20,000
Mower (4-10 year cycle)	11,000					11,000	11,000
<b>Subtotal Cemetery</b>	<b>31,000</b>	-	-	-	-	<b>31,000</b>	<b>31,000</b>
<b>LIBRARY</b>							
Copier (5 yr cycle)	14,000		14,000				14,000
<b>Subtotal Library</b>	<b>14,000</b>	-	<b>14,000</b>	-	-	-	<b>14,000</b>
<b>POLICE</b>							
Vehicle Replacement (annually)	56,000					56,000	56,000
Vehicle Accessories (annually)	19,000					19,000	19,000
Radios/Misc Gear	67,000					67,000	67,000
Tazers	9,100				9,100		9,100
<b>Subtotal Police</b>	<b>151,100</b>	-	-	-	<b>9,100</b>	<b>142,000</b>	<b>151,100</b>
<b>CITY HALL/ADMINISTRATION</b>							
Vehicle (10 yr rotation)	30,000				30,000		30,000
Re-valuation/Property	109,250					109,250	109,250
<b>Subtotal City Hall/Admin</b>	<b>139,250</b>	-	-	-	<b>30,000</b>	<b>109,250</b>	<b>139,250</b>
<b>SANITARY SEWER UTILITY/WWTP</b>							
N 3rd (Garfield to end)						-	-
Enterprise	238,963					238,963	238,963
Madison St (end to end)							-
Generator - Mobile	40,000			40,000			40,000
<b>Subtotal WWTP</b>	<b>278,963</b>	-	-	<b>40,000</b>	-	<b>238,963</b>	<b>278,963</b>
<b>STORMWATER UTILITY</b>							
Enterprise	195,390					195,390	195,390
Curb and Inlet Repairs	20,000			20,000			20,000
Madison St (end to end)							-
School St Reconstruction (Stormwater Only)	48,137					48,137	48,137
N 3rd (Garfield to end)						-	-
<b>Subtotal Stormwater Utility</b>	<b>263,527</b>	-	-	<b>20,000</b>	-	<b>243,527</b>	<b>263,527</b>

**DRAFT****2029****Funding Sources**

Project Title	Estimated Cost	Grants	Reserve Funds	Enterprise Funds	Levy	Borrowing	Total Sources
<b>ELECTRIC UTILITY</b>							
Excavator (Shared Cost)	4,500			4,500			4,500
Equipment Attachments	15,000			15,000			15,000
Utility Truck (10 yr rotation)	53,000			53,000			53,000
Bucket Truck (12 yr rotation)	225,000					225,000	225,000
Kubota UTV (5 year rotation)	15,000					15,000	15,000
Pole Testing & Tagging	20,000			20,000			20,000
Ditch Witch Trencher (10 yr cycle)	17,500					17,500	17,500
Skid Steer Shared Cost (10 yr cycle)	6,500			6,500			6,500
OH Line Maintenance	125,000					125,000	125,000
UG Line Maint / OH to UG In-house	40,000					40,000	40,000
Substation Maintenance	5,000			5,000			5,000
Maintenance Transformers	18,000			18,000			18,000
Transformer Equip	55,000					55,000	55,000
Software Billing	10,100			10,100			10,100
<b>Subtotal Electric</b>	<b>609,600</b>	-	-	<b>122,000</b>	-	<b>477,500</b>	<b>609,600</b>

<b>WATER UTILITY</b>							
Billing Software	8,200			8,200			8,200
Madison St (end to end)							-
N 3rd (Garfield to end)						-	-
Enterprise	154,606					154,606	154,606
Skid Steer Shared Cost (10 yr cycle)	4,500			4,500			4,500
<b>Subtotal Water Utility</b>	<b>167,306</b>	-	-	<b>12,700</b>	-	<b>154,606</b>	<b>167,306</b>

<b>YOUTH CENTER</b>							
New Youth Center Building	500,000					500,000	500,000
<b>Subtotal Youth Center</b>	<b>500,000</b>	-	-	-	-	<b>500,000</b>	<b>500,000</b>

<b>TOTAL CAPITAL PROJECTS</b>	<b><u>3,974,643</u></b>	<b><u>100,000</u></b>	<b><u>14,000</u></b>	<b><u>194,700</u></b>	<b><u>119,075</u></b>	<b><u>3,536,768</u></b>	<b><u>3,974,643</u></b>
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Enterprise	1,156,881
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N 3rd (Garfield to end)	-
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Madison St (end to end)	-
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**DRAFT****2030**

Project Title	Estimated Cost
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**PARKS & POOL**

Historic Restorations	15,000
Tool Cat (5 yr cycle with \$80,000 trade in)	20,000
<b>Subtotal Parks &amp; Pool</b>	<b>35,000</b>

**EMS**

Building Improvements	1,000,000
<b>Subtotal EMS District</b>	<b>1,000,000</b>

**PUBLIC WORKS**

Sidewalk and Pedestrian Improvements	100,000
Mower Shared Cost (5 yr cycle)	25,000
Flat Bed Dump Truck (10 yr cycle)	80,000
Crew Cab Truck Shared Cost (10 yr cycle)	60,000
Plow Truck (12 yr cycle)	260,000
Vehicle Registration Fee Road Resurfacing	100,000
<b>Subtotal Public Works</b>	<b>625,000</b>

**CEMETERY**

Bobcat (5 yr cycle)	2,750
<b>Subtotal Cemetery</b>	<b>2,750</b>

**LIBRARY**

<b>Subtotal Library</b>	<b>-</b>

**POLICE**

Vehicle Replacement (annually)	57,000
Vehicle Accessories (annually)	20,000
Building Improvements	7,000,000
Handgun Replacement (10 yr cycle)	10,000
<b>Subtotal Police</b>	<b>7,087,000</b>

**CITY HALL/ADMINISTRATION**

Building Maintenance	200,000
<b>Subtotal City Hall/Admin</b>	<b>200,000</b>

**SANITARY SEWER UTILITY/WWTP**

Side by Side ATV (6 yr cycle)	17,500
<b>Subtotal WWTP</b>	<b>17,500</b>

**STORMWATER UTILITY**

Curb and Inlet Repairs	20,000
<b>Subtotal Stormwater Utility</b>	<b>20,000</b>

**ELECTRIC UTILITY**

Utility Truck (10 yr rotation)	53,500
Electric Mower - Shared (9 yr rotation)	13,000

**DRAFT**

**2030**

<b>Project Title</b>	<b>Estimated Cost</b>
Pole Testing & Tagging	20,000
OH Line Maintenance	100,000
UG Line Maint / OH to UG In-house	40,000
Substation Maintenance	7,500
Maintenance Transformers	18,500
Transformer Equip	60,000
Software Billing	10,250
<b>Subtotal Electric</b>	<b>322,750</b>

**WATER UTILITY**

<b>Subtotal Water Utility</b>	<b>-</b>

**TOTAL CAPITAL PROJECTS**

**9,310,000**

**DRAFT****2031**

Project Title	Estimated Cost
---------------	----------------

**PARKS & POOL**

Historic Restorations	100,000
Franklin Park Rebuild	250,000
Mower/Grounds Equipment (3-4 yr cycle)	19,250
<b>Subtotal Parks &amp; Pool</b>	<b>369,250</b>

**PUBLIC WORKS**

Sidewalk and Pedestrian Improvements	100,000
Building Improvements	1,935,000
3rd St Reconstruction Lincoln to Fair	750,000
Street Barricade Devices	7,500
Campion Ct Vehicle Registration Fee Road Resurfacing	96,510
<b>Subtotal Public Works</b>	<b>2,889,010</b>

**LIBRARY**

<b>Subtotal Library</b>	
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**POLICE**

Vehicle Replacement (annually)	58,000
Vehicle Accessories (annually)	20,000
Squad/Body Cameras (5 yr cycle)	90,000
<b>Subtotal Police</b>	<b>168,000</b>

**CITY HALL/ADMINISTRATION**

Comprehensive Plan (Smart Growth	25,000
<b>Subtotal City Hall/Admin</b>	<b>25,000</b>

**SANITARY SEWER UTILITY/WWTP**

Building Improvements	180,000
Sewer Vac (12 yr cycle)	350,000
Mower (3-4 yr cycle)	15,000
<b>Subtotal WWTP</b>	<b>545,000</b>

**STORMWATER UTILITY**

Building Improvements	315,000
Curb and Inlet Repairs	20,000
Mowers/Wings Shared Cost	12,000
<b>Subtotal Stormwater Utility</b>	<b>347,000</b>

**ELECTRIC UTILITY**

Pole Testing & Tagging	20,000
OH Line Maintenance	75,000
UG Line Maint / OH to UG In-house	25,000
Substation Maintenance	7,500
Maintenance Transformers	18,500
Transformer Equip	65,000
Building Improvements	1,395,000
<b>Subtotal Electric Utility</b>	<b>1,606,000</b>

***DRAFT***

**2031**

Project Title	Estimated Cost
---------------	----------------

**WATER UTILITY**

Building Improvements	675,000
Water Rate Case	28,000
<b>Subtotal Water Utility</b>	<b>703,000</b>

**TOTAL CAPITAL PROJECTS**

**6,652,260**

**DRAFT****2032**

Project Title	Estimated Cost
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**PARKS & POOL**

Brzezinski Park Rebuild	250,000
<b>Subtotal Parks &amp; Pool</b>	<b>250,000</b>

**PUBLIC WORKS**

Sidewalk and Pedestrian Improvements	100,000
Water St Reconstruction (Madison to Enterprise)	231,000
Countryside M & O (Main to Greenview)	44,834
Vehicle Registration Fee Road Resurfacing	55,166
<b>Subtotal Public Works</b>	<b>431,000</b>

**CEMETERY**

Mower (4-10 year cycle)	15,000
<b>Subtotal Cemetery</b>	<b>15,000</b>

**POLICE**

Vehicle Replacement (annually)	58,000
Vehicle Accessories (annually)	20,000
<b>Subtotal Police</b>	<b>78,000</b>

**CITY HALL/ADMINISTRATION**

<b>Subtotal City Hall/Admin</b>	
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**SANITARY SEWER UTILITY/WWTP**

Water St Reconstruction (Madison to Enterprise)	327,960
<b>Subtotal WWTP</b>	<b>327,960</b>

**STORMWATER UTILITY**

Curb and Inlet Repairs	20,000
Water St Reconstruction (Madison to Enterprise)	166,840
<b>Subtotal Stormwater Utility</b>	<b>186,840</b>

**ELECTRIC UTILITY**

<b>Subtotal Electric Utility</b>	
----------------------------------	--

**WATER UTILITY**

Water St Reconstruction (Madison to Enterprise)	255,960
<b>Subtotal Water Utility</b>	<b>255,960</b>

**TOTAL CAPITAL PROJECTS****1,529,760**



**DRAFT****2033**

Project Title	Estimated Cost
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**PUBLIC WORKS**

Crawford St Reconstruction	250,000
W Church (W of College) Reconstruction	250,000
Garfield (5th to 6th) Reconstruction	250,000
Highland St Reconstruction (Stormwater Only)	220,000
Park Rebuild	250,000
School St Reconstruction (Stormwater Only)	215,000
<b>Subtotal Public Works</b>	<b>1,435,000</b>

**SANITARY SEWER UTILITY/WWTP**

Crawford St Reconstruction	250,000
W Church (W of College) Reconstruction	250,000
Garfield (5th to 6th) Reconstruction	250,000
<b>Subtotal WWTP</b>	<b>750,000</b>

**STORMWATER UTILITY**

Crawford St Reconstruction	250,000
W Church (W of College) Reconstruction	250,000
Garfield (5th to 6th) Reconstruction	250,000
Highland St Reconstruction (Stormwater Only)	65,000
School St Reconstruction (Stormwater Only)	60,000
<b>Subtotal Stormwater Utility</b>	<b>875,000</b>

**WATER UTILITY**

Crawford St Reconstruction	250,000
W Church (W of College) Reconstruction	250,000
Garfield (5th to 6th) Reconstruction	250,000
<b>Subtotal Water Utility</b>	<b>750,000</b>

**TOTAL CAPITAL PROJECTS****3,810,000**

Crawford St Reconstruction	1,000,000
W Church (W of College) Reconstruction	1,000,000
Garfield (5th to 6th) Reconstruction	1,000,000
Highland St Reconstruction (Stormwater Only)	285,000
School St Reconstruction (Stormwater Only)	275,000



**DRAFT****2034**

Project Title	Estimated Cost
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**PUBLIC WORKS**

Prentice and Meadow Lane Reconstruction	250,000
E Church (E of Bridge) Reconstruction	250,000
W Grove Reconstruction	250,000
First St Reconstruction (Main to Liberty)	169,343
Walker St Reconstruction (Madison to end)	391,397
<b>Subtotal Public Works</b>	<b>1,310,740</b>

**SANITARY SEWER UTILITY/WWTP**

Prentice and Meadow Lane Reconstruction	250,000
E Church (E of Bridge) Reconstruction	250,000
W Grove Reconstruction	250,000
First St Reconstruction (Main to Liberty)	213,800
Walker St Reconstruction (Madison to end)	421,028
<b>Subtotal WWTP</b>	<b>1,384,828</b>

**STORMWATER UTILITY**

Prentice and Meadow Lane Reconstruction	250,000
E Church (E of Bridge) Reconstruction	250,000
W Grove Reconstruction	250,000
First St Reconstruction (Main to Liberty)	104,888
Walker St Reconstruction (Madison to end)	255,803
<b>Subtotal Stormwater Utility</b>	<b>1,110,691</b>

**WATER UTILITY**

Prentice and Meadow Lane Reconstruction	250,000
E Church (E of Bridge) Reconstruction	250,000
W Grove Reconstruction	250,000
First St Reconstruction (Main to Liberty)	279,705
Walker St Reconstruction (Madison to end)	549,046
<b>Subtotal Water Utility</b>	<b>1,578,751</b>

**TOTAL CAPITAL PROJECTS****5,385,010**

Prentice and Meadow Lane Reconstruction	1,000,000
E Church (E of Bridge) Reconstruction	1,000,000
W Grove Reconstruction	1,000,000
First St Reconstruction (Main to Liberty)	767,736
Walker St Reconstruction (Madison to end)	1,617,274



By Rate Class

Rate Class	OnPeak Usage	Standard Usage	OffPeak Usage	Total Usage	Billed Demand	Distribution Demand	PCAC Revenues	Tariff Revenues	Total Revenues
Cp1				2,891,367.000	12,190.020	17,097.160	-20,698.15	401,009.22	380,311.07
Cp1 TOD	575,001.000		833,477.000		4,532.630	6,952.740	-12,483.23	175,279.37	162,796.14
Cp2	7,272,753.000		8,627,664.000		47,101.500	62,832.260	-124,575.79	1,838,971.60	1,714,395.81
Cp3	4,120,691.000		3,898,903.000		32,521.560	38,423.680	-63,823.38	1,024,330.25	960,506.87
Gs1	0.000			8,397,089.190			-61,988.99	1,212,857.94	1,150,868.95
Gs2	66,420.000		126,731.000				-1,478.67	26,112.73	24,634.06
Ms1							-1,507.19	12,836.95	11,329.76
Ms2				3,336.000			-39.95	7,076.85	7,036.90
Ms3				155,928.040			-1,375.23	67,605.99	66,230.76
NO BILL-E							0.00	0.00	0.00
Rg1	0.000		0.000	29,073,942.000			-202,062.41	4,270,419.87	4,068,357.46
Rg2	169,612.000		477,657.000				-4,967.91	86,541.55	81,573.64
	12,204,477.000		13,964,432.000	40,521,662.230	96,345.710	125,305.840	-495,000.90	9,123,042.32	8,628,041.42

# Causes Pie Chart

# Evansville Water & Light

Start Date:

06/20/2025

End Date:

07/24/2025

Includes outages that started on the End Date.

Top-level Cause

Unscheduled

Substation:

union street sub

Circuit:

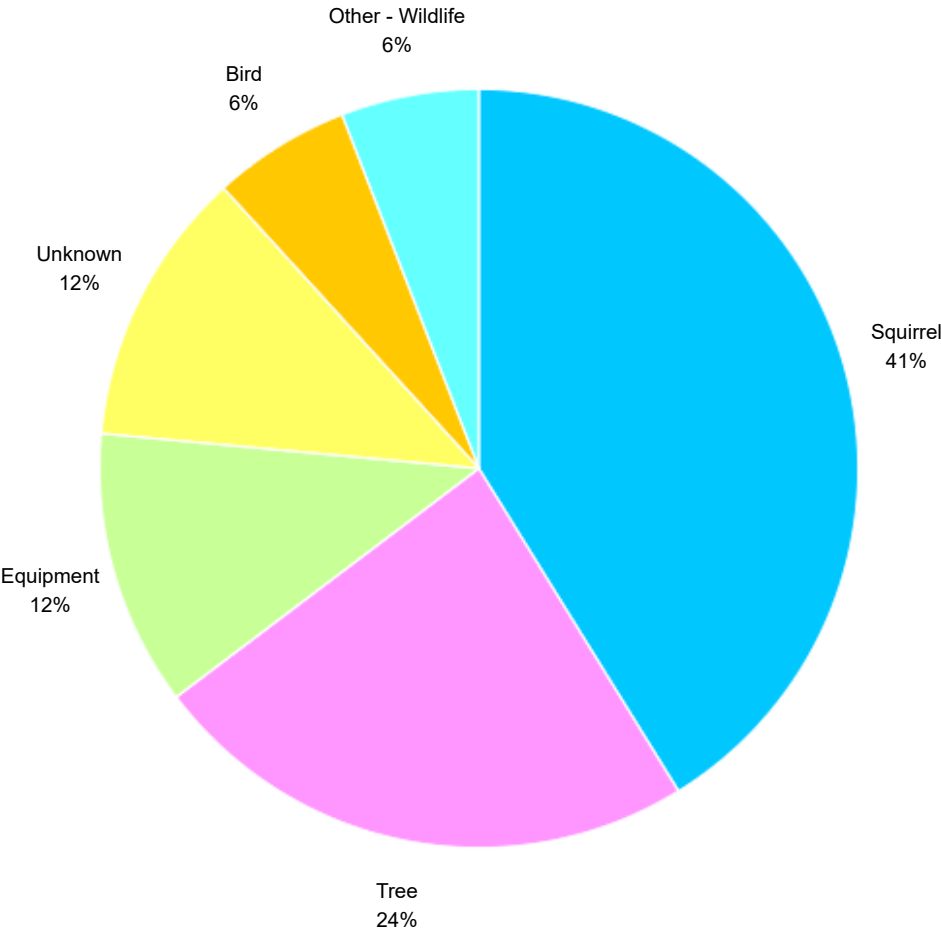
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Report on Outage:

☒ Count

☐ Duration

☐ Customers Interrupted



Outage Cause	Count
Squirrel	7
Tree	4
Equipment	2
Unknown	2
Bird	1
Other - Wildlife	1
Total	17



# IEEE Statistics Report

# Evansville Water & Light

**Start Date**

06/20/2025

**End Date**

07/24/2025



Includes outages that started on the End Date.

**Remove Major Events?**

Use APPA Event threshold

**Top-level Cause**

Unscheduled

**Minimum event duration (in minutes)**

1

**Maximum event duration (in minutes)**

180

**Substation**

union street sub

**Circuit**

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**Exclude Loss of Supply ⓘ**

-----


Failure of Greater Transmission  
Loss of Generating Unit



**IEEE Results**

ASAI (percent)	99.9972%
CAIDI (minutes)	52
SAIDI (minutes)	1.404
SAIFI (number of interruptions)	0.027

**Range Results**

Event Count	17
APPA Major Event Threshold (minutes)	6.25 



# American Public Power Association







DISCONNECT DATE 23-Jul-25

Services											
Disconnection	Disconnec	DPA's On	Voice	End of		Still off	Still off	Still off	Still off	Still off	Still off
Notices	ted	File	Shot	Door knocker	Day	July	April	May	May	May	May
246 sent 07/07/2025			73	7/22	7 hung 07/25		4	0			
			38	7/25							

Do to the Extreme Heat Watch issued for Rock County July 22-July 24 We are postponing Disconnections to July 28th.  
Per **PSC 113.301(16)**

The Tenant that that has been off and still living at the property has been reconnected  
Will be disconnect once the Heat Watch has been lifted.

4 Accts off from April  
2 are tenants

There have been several calls to each tenant  
that is still off, one tenant is  
not staying at the property  
the other has been check on several time

2 properties are empty





Sewer Credits for the Municipal Services Committee						Average usage
Date	Account Number	Total Overage Amount	Percentage Used	Credit Amount	Reason for Credit	
4/21/2025	3426-10	4050	75%	\$ (218.70)	2 broken toilets	200
5/16/2025	4980-12	1676	75%	\$ (90.50)	Running Toilet	250
6/6/2025	2460-10	1351	75%	\$ (72.95)	Leak Toilet	100
6/18/2025	3115-10	1833	100%	\$ (131.98)	Left outside hose on	297
				\$ -		
				\$ -		
				\$ -		
			100%	\$ -		
			100%	\$ -		
			100%	\$ -		
			100%	\$ -		
			75%	\$ -		
			75%	\$ -		
			75%	\$ -		
			100%	\$ -		
			75%	\$ -		
				\$ -		



Water Analysis



Submitted By: MFC00046  
City of Evansville WWTP  
595 Water St  
Evansville, WI 53536

Laboratory Sample #  
DF23534 - DF23535  
5712-84 - 5712-85  
Information Sheet #  
WW071025-38

Date Received: 07/10/2025  
Date Reported: 07/15/2025

WDNR Lab Certification Number 737109450  
WDATCP Lab Certification Number 55-424

Test Name		Method	Results	Units	LOD/LOQ	Dilution Factor	Prep Date	Test Date	Analyst
Sample #:	DF23534 5712-84	Type: INFLUENT	Collector:		Date/Time Collected:	07/09/2025 08:15 AM	Sample Date:	07/08/2025	
	Biochemical Oxygen Demand (5 day)	SM5210 B		468	mg/L	24 LOD	1	7/10/2025	EQ/HM
	Total Suspended Solids	SM2540 D		1070	mg/L	33 RL	NA	7/14/2025	DS/AE
Sample #:	DF23535 5712-85	Type: EFFLUENT	Collector:		Date/Time Collected:	07/09/2025 08:10 AM	Sample Date:		
	Biochemical Oxygen Demand (5 day)	SM5210 B		4	mg/L	2 LOD	1	7/10/2025	EQ/HM
	Total Suspended Solids	SM2540 D		4	mg/L	2 RL	NA	7/14/2025	DS/AE

*South Shore*

Report Authorized by: \_\_\_\_\_ Date: 07/15/2025

[Bracketed results] specify values greater than or equal to the LOD but less than or equal to the LOQ and are within a range of less-certain quantitation. Results greater than the LOQ are considered to be in the range of certain quantitation. LOD/LOQ units are the same as Result units.

LOD = Limit of Detection  
LOQ = Limit of Quantitation

All LODs and LOQs are adjusted to reflect dilution

RL = Reporting Limit  
NA = Not Applicable

DISCLAIMER: The results issued on this report only reflect the analysis of the sample(s) submitted at our lab and may not be construed as an endorsement of the sampling method employed. This report shall not be reproduced except in full, without written approval of the laboratory. The accuracy of these results are limited by the integrity of the sample and the accuracy of the test method. Reports are kept on file for five years.





**CITY OF EVANSVILLE  
RESOLUTION #2025-15**

*Amending the City of Evansville's Fee Schedule- Cemetery*

**WHEREAS**, Wisconsin Statutes section 66.0628(2) holds, “Any fee that is imposed by a political subdivision shall bear a reasonable relationship to the service for which the fee is imposed;”

**WHEREAS**, the last adjustment for fees was August 2023 for Winter Charges for interment; and

**WHEREAS**, the use of equipment for breaking frost at grave sites has evolved from using an air chisel to a heat blanket; and

**WHEREAS**, the frost fee will be representative of fees imposed.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Common Council of the City of Evansville that the City of Evansville's Fee Schedule is amended, effective upon adoption, as follows:

<i>Chapter 26. Cemeteries</i>			
26-44(a)	Winter Charges	Current Rate	New Rate
	Full interment, Cherub, Ashes		
	Snow	\$150.00	NA
	Frost	\$250.00	\$450.00

Passed and adopted this 12<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
Dianne C. Duggan, Mayor

ATTEST:

\_\_\_\_\_  
Leah L. Hurtley, City Clerk

Introduced: 07/29/2025  
Adopted: 08/12/2025  
Published: \_\_\_\_\_



## SOLID WASTE HANDLING AND RECYCLING AGREEMENT

This Contract is between the City of Evansville (called "City") of 31 S. Madison St, Evansville, WI 53536, with a mailing address of P.O. Box 529, Evansville, WI 53536, and Badgerland Disposal, LLC an LRS Company (called "Contractor") of 265 N. Janesville Street, Milton, Wisconsin 53563, with a mailing address of P.O. Box 458, Milton, WI 53563.

The parties agree as follows:

1. **Term of Contract.** This Contract shall commence an initial 5 year term on January 1, 2021 and will expire on December 31, 2025. The City has the option to extend the contract to either 7 or 10 year options, outlined herein, by January 31<sup>st</sup>, 2022. At the expiration of the initial term, the City shall have the option to renew this contract for (1) year periods up to an additional five (5) year term extension, and to negotiate the costs for each one (1) year period this contract is extended. The Contractor shall notify the City at least ninety (90) days prior to the expiration of this contract.
2. **Services.** Contractor shall collect, transport, recycle and/or dispose of solid waste and recyclable materials for all household units within the City. At the time of execution of this agreement, the household unit count is 2,200 as of January 1, 2021. The City will provide the Contractor a verified household count and address list for all locations requiring the contracted services described herein.
3. **Rates.** Contractor shall provide weekly solid waste, bi-weekly recyclable & monthly bulk collection over the term of the contract at the following rates:

<b>CITY OF EVANSVILLE</b>									
<b>Badgerland Disposal Curbside Collection Services</b>									
Monthly Per Unit Price Schedule includes carts, WEEKLY waste/refuse service, BI-WEEKLY recycling service & MONTHLY bulk sweep (1 item) 95, 65 or 35 gallon cart options									
<b>TERM</b>	<b>5 YEARS</b>			<b>7 YEARS (OPTION)</b>			<b>10 YEARS (OPTION)</b>		
	<b>WASTE</b>	<b>RECYCLE</b>	<b>TOTAL</b>	<b>WASTE</b>	<b>RECYCLE</b>	<b>TOTAL</b>	<b>WASTE</b>	<b>RECYCLE</b>	<b>TOTAL</b>
1/1/21 - 12/31/21	\$5.54	\$4.00	\$9.54	\$5.54	\$4.00	\$9.54	\$5.54	\$4.00	\$9.54
1/1/22 - 12/31/22	\$5.76	\$4.16	\$9.92	\$5.72	\$4.13	\$9.85	\$5.68	\$4.10	\$9.78
1/1/23 - 12/31/23	\$5.99	\$4.33	\$10.32	\$5.91	\$4.26	\$10.17	\$5.82	\$4.20	\$10.02
1/1/24 - 12/31/24	\$6.23	\$4.50	\$10.73	\$6.10	\$4.40	\$10.50	\$5.97	\$4.31	\$10.27
1/1/25 - 12/31/25	\$6.48	\$4.68	\$11.16	\$6.30	\$4.55	\$10.84	\$6.12	\$4.42	\$10.53
1/1/26 - 12/31/26				\$6.50	\$4.69	\$11.19	\$6.27	\$4.53	\$10.79
1/1/27 - 12/31/27				\$6.71	\$4.85	\$11.56	\$6.42	\$4.64	\$11.06
1/1/28 - 12/31/28							\$6.59	\$4.75	\$11.34
1/1/29 - 12/31/29							\$6.75	\$4.87	\$11.62
1/1/30 - 12/31/30							\$6.92	\$5.00	\$11.91

- a. Additional containers, for added recycling and/or refuse collection may only be requested by the City on behalf of residents and charged at the same individual rate.
4. Approved Containers. Each residence will receive one (1) wheeled 95-gallon container for solid waste and one (1) wheeled 95-gallon container for recyclables by default. Residents will have the option to select 65-gallon or 35-gallon containers instead, at the onset of service (first 90 days of contract) and/or resident move in, move out, new construction, etc. Container swap out requests after the first 90 days of contract commencement will result in a \$25.00 fee prepaid by the resident to Contractor. Replacement containers due to loss or damage (by resident) will result in a \$50.00 per container fee prepaid by the resident to Contractor. The City will provide the contractor an updated and current address list for all addresses requiring service under this contract. All containers will remain the property of Contractor.
5. Placement of Containers. All items placed out for collection by residents must be at the curb by 6:00 a.m. on the designated collection day. All materials placed out for collection must be at least 3 feet from the curb or public right-of-way and the materials must be readily accessible to the Contractor. The Contractor shall handle all carts, cans, and containers with reasonable care to avoid damage. In the event the Contractor cannot accept certain items, the Contractor will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. The Contractor shall be provided unobstructed access to the containers on the scheduled collection day.
6. Written Information. Contractor will provide each residence with written information and instructions for service at onset of contract/service, including an annual calendar showing the pick-up day for solid waste, recyclable & monthly bulk collections, at no expense to the City. Service calendars will be posted on the Contractors website and also provided to the City for posting on their website, social media, etc during each year of the contract. Contractor will develop and review for approval a 'Welcome Packet' mailer with the City before sending to all residents on the address list provided by the City.
7. Fuel Rebates or Fuel Surcharge. If on-highway diesel fuel decreases below \$2.50 per gallon, a fuel rebate will be issued per household according to schedule below. If diesel fuel rises above \$3.25 per gallon, a fuel surcharge will be added per household according to schedule below. Fuel pricing evidence will be based on national diesel fuel averages reported by the U.S. Department of Energy On-Highway Diesel Price Index each month.

Fuel Price		Refund	Fuel Price		Surcharge
\$ 2.00	\$ 2.04	\$ 0.18	\$ 3.25	\$ 3.29	\$ 0.02
\$ 2.05	\$ 2.09	\$ 0.16	\$ 3.30	\$ 3.34	\$ 0.04
\$ 2.10	\$ 2.14	\$ 0.13	\$ 3.35	\$ 3.39	\$ 0.06
\$ 2.15	\$ 2.19	\$ 0.12	\$ 3.40	\$ 3.44	\$ 0.08
\$ 2.20	\$ 2.24	\$ 0.10	\$ 3.45	\$ 3.49	\$ 0.10
\$ 2.25	\$ 2.29	\$ 0.09	\$ 3.50	\$ 3.54	\$ 0.12
\$ 2.30	\$ 2.34	\$ 0.06	\$ 3.55	\$ 3.59	\$ 0.14
\$ 2.35	\$ 2.39	\$ 0.04	\$ 3.60	\$ 3.64	\$ 0.16
\$ 2.40	\$ 2.44	\$ 0.03	\$ 3.65	\$ 3.69	\$ 0.18
\$ 2.45	\$ 2.49	\$ 0.01	\$ 3.70	\$ 3.74	\$ 0.20
\$ 2.50	\$ 2.54	N/A	\$ 3.75	\$ 3.79	\$ 0.22
\$ 2.55	\$ 2.59	N/A	\$ 3.80	\$ 3.84	\$ 0.24
\$ 2.60	\$ 2.64	N/A	\$ 3.85	\$ 3.89	\$ 0.26
\$ 2.65	\$ 2.69	N/A	\$ 3.90	\$ 3.94	\$ 0.28
\$ 2.70	\$ 2.74	N/A	\$ 3.95	\$ 3.99	\$ 0.30
\$ 2.75	\$ 2.79	N/A	\$ 4.00	\$ 4.04	\$ 0.32
\$ 2.80	\$ 2.84	N/A	\$ 4.05	\$ 4.09	\$ 0.34
\$ 2.85	\$ 2.89	N/A	\$ 4.10	\$ 4.14	\$ 0.36
\$ 2.90	\$ 2.94	N/A	\$ 4.15	\$ 4.19	\$ 0.38
\$ 2.95	\$ 2.99	N/A	\$ 4.20	\$ 4.24	\$ 0.40
\$ 3.00	\$ 3.04	N/A	\$ 4.25	\$ 4.29	\$ 0.42
\$ 3.05	\$ 3.09	N/A	\$ 4.30	\$ 4.34	\$ 0.44
\$ 3.10	\$ 3.14	N/A	\$ 4.35	\$ 4.39	\$ 0.46
\$ 3.15	\$ 3.19	N/A	\$ 4.40	\$ 4.44	\$ 0.48
\$ 3.20	\$ 3.24	N/A	\$ 4.45	\$ 4.49	\$ 0.50

8. **Bulk Disposal.** Once a month on a scheduled date, Contractor will include curbside pickup of up to (1) bulk item per home. Residents do NOT need to call in for this service, it will be a sweep of the entire community. Bulk includes items that do not fit inside of the Badgerland provided carts and could include furniture, mattresses, or other waste that can be handled by one person. For the purposes of this proposal, the included bulk option does NOT include appliances, electronics, brush, yard waste, hazardous goods, or tires. Waste oil (sealed in a up to 1 gallon container) will be collected will occur curbside during the recycling collection schedule.
- Freon and Non-Freon appliances can be collected through scheduled call in by the resident to Contractor at a cost of \$35.00 / \$30.00 per item respectively.
  - Electronics waste can be dropped off at the City designated location (currently the City yard waste site, secured by gate) where Contractor will supply one (1) 20 yard dumpster to be hauled no less than once every month, or when called upon by the City if the container is full.
  - Contractor will provide an additional 20 yard dumpster at a City designated location on demand / as needed for additional bulk waste needs or events at a rate of \$175.00 per haul and \$50.00 per ton for disposal costs.

- d. Residents may contact Contractor directly for special bulk pickup coordination and scheduling beyond the 1 item monthly limit. Contractor will transact costs and fees directly with resident based on quantity and type of items.
9. Commercial Containers. In the event the City requires a change in service or additional service for its purposes or needs, the contractor agrees to provide, at its own expense, commercial containers for use within the City. Such requests may include but are not limited to the substitution of residential curbside collection or containers for City projects. These containers will be offered with different service levels and pricing including; once a month, every other week pickup and weekly collection. Pricing will depend on service frequency and container size. These containers shall remain the property of the contractor and the contractor will be responsible for the condition of the containers, but damage to the container outside of the contractor's control shall be the responsibility of the customer.

Contractor shall provide the following facilities to be used by the City, at its discretion, and shall remove solid waste and recyclable materials from such facilities at the expense of the contractor:

***City Public Works / Garage Facility  
Streetscape Permanent Waste Fixtures at City Hall and Main Street***

10. Collection for Disabled Residents. Collection for disabled residents will be treated with special care walk-up service. Carts must be outside on collection day for qualified residents. To qualify as a disabled resident, one must: be unable to place containers at the curb, have no one to assist them, be certified by a physician as disabled. The City will provide any existing addresses that have and require walk-up service now.
11. Performance of Work. All collections will be made on time, as scheduled. All work will be performed in a workman-like manner (i.e., efficiently, safely, neatly) with special regard for the needs of City residents.
12. Holidays. For the purpose of this contract, the following holidays shall be deemed official holidays: New Year's Day, Memorial Day (fourth Monday in May); Independence Day; Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); and Christmas Day. If the collection day falls on or during the week following the Holiday, then Contractor shall provide Collection Services on the next business day following the Holiday or regular collection day, including Saturdays. In the event of inclement weather prohibiting the safe operation of collection vehicles, the Contractor may delay services, until safe operation is possible, but in no event longer than three (3) days. Contractor will notify City immediately if any delay is necessary.
13. Hours and Standards of Collection. The Contractor shall not commence work before 6:00 a.m., and shall cease collection by 7:00 p.m.

14. Title to Solid Waste and Recyclables. Title to all solid waste and recyclables shall pass to the Contractor when the materials are placed into collection vehicle.
15. Types of Recyclables Collected. The recyclable items, which will be collected as part of this Contract, are as follows:
- a. Tin & Aluminum cans
  - b. Mixed Paper
  - c. Corrugated Cardboard & other Container Board
  - d. Glass (clear, brown and green)
  - e. Newspaper
  - f. Plastic Containers – Types 1 through 7
  - g. Magazines
  - h. Advertising Circulars (junk mail)
  - i. Office Paper
  - j. Steel Containers
  - k. Appliances (all white goods)
16. Effective Recycling Program. Complying with regulations and the Effective Recycling Program Report as required by the State of Wisconsin for an "Effective Recycling Program" will be the responsibility of the City. Contractor will provide City with reports of weights and types of recyclables collected and weights of solid waste collected. Contractor will assist the City with preparation of Recycling Grant applications.
17. Cooperation for State Programs. Contractor and the City agree to support each other in their attempts to obtain monies from the State of Wisconsin for the support of recycling related activities (for example: grants for the purchase of recycling equipment, additional grant money to cover the cost of shipping materials to markets, support of local industries which process and/or utilize recyclable material, etc.)
18. Change in Regulations. The City and the Contractor each recognize that County, State, and Federal legislation or regulation regarding solid waste recycling, collection, and disposal may change during the term of this Contract. If any of the recyclable items set forth in section 15 above are declared toxic or hazardous waste by a political entity, Contractor's obligation to collect such items shall end.
19. Notifications. Official notifications to the City, whenever required for any purpose under this contract, shall be made in writing and addressed as follows:

If to the City:

City of Evansville  
Attn: City Administrator  
31 South Madison Street  
PO Box 529  
Evansville, WI 53536  
(608) 882-2266



If to the Contractor: Badgerland Disposal, LLC  
Attn: Town Services  
265 N. Janesville Street  
P.O. Box 458  
Milton, WI 53563  
[townservice@badgerlanddisposal.com](mailto:townservice@badgerlanddisposal.com)  
(608) 580-0580

20. Cancellation of Contract. Either party may cancel the Contract in case of breach. The moving party must notify the breaching party and allow ninety (90) days to correct the breach. If the breach is not cured within ninety (90) days, the offended party may, but is not required to, elect to have the contract terminated, forthwith.
21. Complaints. Complaints shall be directed to the Contractor and the Contractor will address said complaints. Contractor agrees to log all complaint calls and make this log available to the City upon their request. Said log will list date, address, name of person issuing complaint, nature of complaint, and how the complaint was resolved. Contractor agrees to respond in a reasonable and professional fashion to customer complaints.
22. Contractor Is Independent Contractor. Contractor is an independent contractor and is not an agent or employee of the City. Contractor shall comply with all Federal, State, and local laws regarding income tax withholding, FICA, unemployment compensation and worker's compensation insurance.
23. Exclusivity. This Contract is an exclusive contract between the City and Contractor. All household units within the City must participate in the City solid waste and recycling handling program. Large Commercial Units are required to contract separately, at their own expense, for solid waste and recycling collection and disposal. Accordingly, the City does not grant to Contractor an exclusive right to service Large Commercial Units, nor does the Contractor agree to service these Units under this Contract.
24. Assignability. This Contract may be assignable by the Contractor in whole or in part with the written consent of the City, said consent not to be unreasonably withheld.
25. Determination of Billing Units. The number of units for billing purposes shall be determined by the City Administrator-Clerk-Treasurer, prior to the onset of service and reported to the Contractor in writing, accompanied by an address listing for each household unit requiring service. The City & Contractor will work together to audit the list during implementation and the number of units reported shall be used to determine the billing for each month thereafter. The number of units may be updated on monthly basis due to addition or subtraction of household units within the City.
26. Payment to Contractor. Contractor shall submit invoices directly to the City on a monthly basis for its services rendered hereunder. The City shall pay Contractor the full amount invoiced, regardless of the amount actually collected by the City from the Served Units within 30 days of the date of the invoice.



27. Office and Point of Contact. The Contractor shall maintain an office, during normal business hours, through which it may be contacted directly, where service may be applied for, where the public and City personnel may call in or send inquires and complaints, and where the public and the City personnel may send and receive instructions. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for the use of the City's personnel.

The Contractor shall also provide email addresses that may be used for resolution of resident complaints and for communication with City staff. The Contractor shall also notify the City of its designated contact person(s) for the purpose of obtaining instructions, answering inquires, and resolving complaints.

28. Disposal Facility. Contractor agrees to transport solid waste collected in the City pursuant to this Contract to an approved disposal or transfer facility.

29. Compliance with Laws. Contractor shall at all times comply with all laws, ordinances, and regulations of the City, County of Rock, and the State of Wisconsin at any time applicable to the Contractor's operations under the Contract.

30. Contractor's License. Contractor shall at all times be properly licensed by all required regulatory agencies.

31. Amendment. There can be no amendment to this contract without a written agreement signed by both Contractor and City.

32. Indemnity. Contractor shall hold the City harmless from and indemnify the City for any cost of defending any and all claims made against the City and relating to the Contractor's performance of services under this Contract.

33. Insurance. Contractor shall carry insurance insuring the collection service as follows:

- a. **Worker's Compensation.** Contractor shall carry in a company authorized under the laws of the State of Wisconsin a policy to protect itself against liability under the Worker's Compensation Statutes of the State of Wisconsin.
- b. **Automobile Liability Insurance.** The Contractor shall carry in his own name a policy under a comprehensive form to insure the entire automobile liability of his operations with the limits of not less than \$1,000,000 each person and \$2,000,000 for each accident bodily injury liability, and \$500,000 each accident for property damage liability.
- c. **General Liability.** The Contractor shall carry in its own name a comprehensive liability policy for its operations other than automobile with limits of not less than \$1,000,000 each person and \$2,000,000 for each accident bodily injury liability and \$500,000 each accident for property damage liability.

- d. The Contractor will place on file with the City certificates of insurance provided by the insurance carrier or carriers writing insurance coverage and types of insurance required in the paragraph are currently in effect at all times during the term of this Contract. As terms of coverage expire or if Contractor changes insurance companies, the Contractor shall provide a replacement certificate of insurance to that the City is assured at all times that the Contractor has the requisite insurance coverage called for herein and that such coverages are always in effect. All such certificates of insurance shall be placed on file in the office of the City Clerk and name the City as an additional insured.

34. Dispute Resolution. The parties agree to participate in good faith discussions/negotiations to resolve any dispute, claim or controversy arising out of or relating to this contract prior to the intervention of any third party. If any such dispute, claim or controversy is not resolved by discussion and/or negotiation, the parties may, at their discretion, jointly agree to mediation as a means to resolve the dispute. If mediation is not successful, or if either party chooses not to participate in mediation, the parties are entitled to pursue any right or remedy that they believe they are entitled to under the law, including access to the court system.

35. Governing Law. This Contract shall be governed by the laws of the State of Wisconsin and any disputes will be venued and settled in Rock County Wisconsin.

36. Definitions. The following terms and definitions shall apply in the interpretation of this contract:

- a. "Approved Container" shall mean the Solid Waste and Recyclable carts provided by the contractor.
- b. "Commercial Units" shall mean commercial establishments located within the City. Commercial units may receive the same service as a household unit. If additional services are needed by the Commercial Unit, they will separately contract such service as their own expense.
- c. "Contractor" shall mean Badgerland Disposal, LLC, a Wisconsin Limited Liability company.
- d. "Household Unit" shall mean all residential dwelling units up to four units within the City, such that a single-family dwelling shall be counted as one Household Unit, a two-family dwelling shall be counted as two Household Units and so on.
- e. "Multifamily Dwelling" units, businesses and industries shall not be included in this contract.
- f. "Recyclables" shall mean single stream recyclable materials set forth in section 15.

- g. "Solid Waste" shall mean municipal solid waste generated in the normal and ordinary course by Household Units within the City. The term "Solid Waste" excludes special waste, hazardous waste or other types of materials which require special handling and disposal. Household Units shall dispose of all solid waste in Approved Containers.

City of Evansville

By:   
William Hurtley, Mayor

By:   
Judy Walton, City Clerk

Badgerland Disposal, LLC an LRS Company

By:  Signed: 9/23/2020  
Kris Roesken,  
Director of Business Development

Dated: 9/29/2020, 2020

