

City of Evansville Common Council
Regular Meeting
City Hall, 31 S Madison St, Evansville WI 53536
Tuesday, **May 17th, 2022**, 5:30 p.m.

Agenda

1. Call to order
2. Roll call
3. Approval of Agenda
4. Civility reminder
5. Citizen appearances other than agenda items listed.
6. New Business
 - A. Motion to Approve the Lake Leota Dam repair alternate bid, pending DNR approval, from Highway Landscapers Inc totaling \$257,340.
 - B. Motion to Approve the Lake Leota Municipal Dam Grant Agreement.
 - C. Motion to Approve Resolution 2022-17 Documenting Review and Approval of the 2021 Compliance Maintenance Annual Report.
7. Motion to approve the Committee Aldermanic Appointments of:
 - A. Ald. Corridon as Chair to the Evansville Youth Center Board.
 - B. Ald. Corridon to the Economic Development Committee.
8. Meeting Reminder
 - A. Regular meeting June 14th, 2022 6:00 p.m.
9. Adjourn

Dianne C. Duggan, Mayor

Please turn off all cell phones while the meeting is in session. Thank you.

2022 LAKE LEOTA DAM REPAIRS - BASE BID				ENGINEER'S ESTIMATE		HIGHWAY LANDSCAPERS INC		RG HUSTON COMPANY	
Item No.	Item Description	Units	Est. Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Mobilization	LS	1	\$10,000	\$10,000.00	\$67,800.00	\$67,800.00	\$202,000.00	\$202,000.00
2	Erosion Control	LS	1	\$800	\$800.00	\$13,500.00	\$13,500.00	\$12,200.00	\$12,200.00
3	Gabion Wall Removal	LF	100	\$20	\$2,000.00	\$100.00	\$10,000.00	\$67.00	\$6,700.00
4	Granular Backfill	Tons	160	\$25	\$4,000.00	\$30.00	\$4,800.00	\$48.00	\$7,680.00
5	Rebar (Retaining Walls)	LBS	5,000	\$3	\$15,000.00	\$2.00	\$10,000.00	\$6.00	\$30,000.00
6	Cast in Place Concrete (Retaining Walls)	CY	60	\$500	\$30,000.00	\$1,000.00	\$60,000.00	\$1,000.00	\$60,000.00
7	Concrete Surface Repair – Type 1	SF	44	\$175	\$7,700.00	\$215.00	\$9,460.00	\$290.00	\$12,760.00
8	Concrete Surface Repair – Type 2	SF	558	\$235	\$131,130.00	\$175.00	\$97,650.00	\$335.00	\$186,930.00
Base Bid					\$200,630.00	\$273,210.00		\$518,270.00	
As Read						\$273,210.00		\$518,270.00	
						HIGHWAY LANDSCAPERS INC		RG HUSTON COMPANY	

2022 LAKE LEOTA DAM REPAIRS - ALTERNATE 1				ENGINEER'S ESTIMATE		HIGHWAY LANDSCAPERS INC		RG HUSTON COMPANY	
Item No.	Item Description	Units	Est. Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
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3	Gabion Wall Removal	LF	100	\$20	\$2,000.00	\$85.00	\$8,500.00	\$67.00	\$6,700.00
4	Granular Backfill	Tons	160	\$25	\$4,000.00	\$30.00	\$4,800.00	\$48.00	\$7,680.00
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6	Cast in Place Concrete (Retaining Walls)	CY	60	\$500	\$30,000.00	\$900.00	\$54,000.00	\$1,000.00	\$60,000.00
7	Concrete Surface Repair – Type 1	SF	44	\$175	\$7,700.00	\$215.00	\$9,460.00	\$290.00	\$12,760.00
8	Concrete Surface Repair – Type 2	SF	558	\$235	\$131,130.00	\$160.00	\$89,280.00	\$335.00	\$186,930.00
Base Bid					\$200,630.00	\$257,340.00		\$518,270.00	
As Read						\$257,340.00		\$518,270.00	
						HIGHWAY LANDSCAPERS INC		RG HUSTON COMPANY	

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



May 10, 2022

► **REQUIRES IMMEDIATE ACTION** ◀
Municipal Dam Grant Program
Grant# DAMM-53.12-22
Grant Amount: \$161,716.50

Chad Renly, Municipal Service Director
City of Evansville
535 S Madison Street
Evansville, WI 53536

Dear Mr. Renly:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **Lake Leota Dam Repair**.

The Department is providing cost-sharing of \$161,716.50 which includes a contingency amount of \$14,701.50. The amount of this grant has been calculated consistent with ch. NR 335, Wis. Adm. Code, and is based on the total eligible costs of your project. This award is for the eligible engineering and construction costs necessary to complete your project for the Lake Leota Dam over the Lake Leota located in Rock County.

Please review the agreement and return the original signed by the authorized representative **within 30 days of this letter's date** to Wendy Soleska at the Bureau of Community Financial Assistance, 101 S Webster St, Madison, WI 53707 or email to Wendy.Soleska@Wisconsin.gov. Please be sure to keep a signed copy for your files. Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

Grant Award Time Period: May 10, 2022, through May 9, 2023. Eligible project costs incurred prior to May 10, 2022, are limited to those eligible engineering costs identified in s. NR 335.08, Wis. Admin. Code, and approved in the application. Construction costs incurred prior to May 10, 2022, will not be eligible for reimbursement.

Changes to the approved project scope may not be made without prior approval from the Department.

Reimbursement: Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/DamMunicipal.html>. Reimbursement Form 3500-089 is found by clicking on the *Reimbursement* tab. Then click on the reimbursement form. Please submit reimbursement claim forms for your project to Wendy at the address above. The reimbursement check will be issued to the City Of Evansville and mailed to the attention of Chad Renly.

We are pleased to have the opportunity to participate with you on this project.

Sincerely,

for Wendy Soleska
Jim Ritchie, Director
Bureau of Community Financial Assistance

Notice: Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor City Of Evansville	The following documents are hereby incorporated into and made part of this agreement: 1. Chapters NR 335, NR 333, NR 116, Wis. Adm. Code; s. 31.385, Wis. Stats. 2. Municipal Dam Grant Application (DNR form 3500-088) received 02/28/2020 and all attachments. 3. DNR approval of Plans and Specifications, dated 02/14/2022 . 4. DNR approval of submitted construction bid for project, dated 03/07/2022 .
Dam Safety Project//Project Number Lake Leota Dam Grant Number: DAMM-53.12-22	
Period Covered by This Agreement May 10, 2022, through May 9, 2023	

FINANCIAL ASSISTANCE SUMMARY

I. ESTIMATED COSTS

A. ENGINEERING	<u>ITEM</u>	<u>AMOUNT</u>
	Dam Failure/Flood Analysis	\$6,175.00
	Grant Application	\$1,730.00
	Plans and Specifications	\$21,030.00
	Construction-related Services	\$6,905.00
	EAP/IOM	\$850.00
	TOTAL ENGINEERING COSTS	<u>\$36,690.00</u>
B. CONSTRUCTION	Highway Landscapers Inc.	\$257,340.00
	TOTAL CONSTRUCTION COSTS	\$257,340.00
	TOTAL GRANT ELIGIBLE PROJECT COSTS (A + B)	\$294,030.00

II. ESTIMATED GRANT AMOUNT

A. Grant Share (50% of the first \$400,000.00 of eligible costs)	\$147,015.00
B. Grant Share (25% of the next \$800,000.00 of eligible costs)	\$0.00
C. Contingency Estimate (10% of A + B)	\$14,701.50
GRANT AWARD AMOUNT (A + B + C) Not to Exceed \$400,000.00	<u>\$161,716.50</u>

CONDITIONS

General Conditions

- PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the City of Evansville (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the **Municipal Dam and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.**

2. **INDEPENDENT CONTRACTOR.** The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded.
4. **GRANT AGREEMENT AMENDMENTS. Revisions for changes to scope and time of performance must be made by an amendment to this agreement or other written documentation, prior to the grant award termination date.** Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the PROJECT SPONSOR to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the PROJECT SPONSOR. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.
6. **LOCAL SHARE.** The "local share" is the portion of the project costs to be paid by the PROJECT SPONSOR. This agreement does not restrict the ability of the PROJECT SPONSOR to recover such costs through other means, such as grants, that may become available to the PROJECT SPONSOR. **A list of any funding from outside a PROJECT SPONSOR's own resources shall be provided to the DEPARTMENT.**
7. **PROJECT PERIOD.** This grant agreement shall be effective on **May 10, 2022**, and shall expire on **May 9, 2023**. **Eligible project costs incurred prior to May 10, 2022, are limited to those eligible engineering costs identified in s. NR 335.08, Wis. Admin. Code, and approved in the application.**
8. **The PROJECT SPONSOR agrees:**
 - a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by **returning** to the Dam Grant Manager one original agreement duly signed by the authorized representative **within 30 days** of the transmittal letter. Once signed, the agreement is binding.
 - b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended by mutual agreement of both parties in writing but cannot be done in a manner that endangers the public health and safety or causes or threatens to cause environmental pollution.
 - c. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT in this document.

- d. **APPLICABLE LAW.** To comply with the provisions of s. 31.385, Wis. Stats., chs. NR 335, NR 333, and NR 116, Wis. Adm. Code, and all other applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
- e. **PERMITS.** To obtain all necessary local, state, and federal permits or approvals required by law to construct, install, operate, remove or abandon the project structure.
- f. **DECONTAMINATION AND DISINFECTION** related to invasive species movement. The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:
- Aquatic plants and animals shall be removed and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code.
 - Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>
- g. **PROCUREMENT; BIDDING.** To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding. The PROJECT SPONSOR may obtain the following document from the DEPARTMENT: *Procurement Guide for Local Governments Receiving DNR Grants*.
- h. **CONSTRUCTION.** To complete all eligible construction work in accordance with the approved plans and specifications and any approved amendments. All work must be completed by **May 9, 2023, unless the PROJECT SPONSOR requests an extension in writing prior to the project end date and that request is approved by the DEPARTMENT.**
- i. **CHANGE ORDERS.** In the event that circumstances encountered during construction necessitate changes from the materials, quantities, or methods specified in the construction contract, to **notify the DEPARTMENT immediately and utilize a written change order process.** A written change order will document the circumstances leading to a proposed change, engineer's recommendation, results of negotiations that take place, the decision of the PROJECT SPONSOR, and any cost adjustments necessary. Change orders can be electronically submitted to the DEPARTMENT's professional engineer assigned to the project. The PROJECT SPONSOR must confirm receipt if electronically submitted.
- j. **DESIGN MODIFICATIONS.** To notify the DEPARTMENT and promptly submit any proposed modification of the design or plans and specifications. Modifications can be electronically submitted to the DEPARTMENT's professional engineer assigned to the project. The PROJECT SPONSOR must confirm receipt if electronically submitted.
- k. **PROJECT MANAGEMENT AND INSPECTION.** To provide adequate management and inspection during the construction period to ensure that the work is completed in a

timely fashion and in accordance with the plans and specifications and in compliance with the provisions of s. NR 335.11.

- l. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION.** To maintain accounting and fiscal records to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for eligible project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a *period of seven (7) years* following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.
- m. **AUDITS.** If SPONSOR expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency, the SPONSOR agrees to have an annual audit performed in accordance with *2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards* (also known as “Uniform Guidance”) and *WI State Single Audit Guidelines* found on the Wisconsin Department of Administration’s web page under the Division of Budget and Finance, State Controller’s Office.
- n. **ACCESS TO PROPERTY AND RECORDS.** To allow DEPARTMENT representatives access to the project work whenever it is in preparation or progress. The PROJECT SPONSOR further agrees to allow DEPARTMENT representatives access to any books, documents, plans, reports, papers, and other records which are pertinent to the project, whether these records are maintained by the PROJECT SPONSOR, its engineer or contractors.
- o. **INDEMNIFICATION.** To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of PROJECT SPONSOR’s employees, agents or representatives.
- p. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT SPONSOR fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the PROJECT SPONSOR fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.
- q. **NON-DISCRIMINATION.** In connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because

of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROJECT SPONSOR further agrees to take affirmative action to ensure equal employment opportunities. The PROJECT SPONSOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this agreement or withholding of payment.

- r. **REIMBURSEMENT.** To submit all claims for payment on forms provided by the DEPARTMENT. A payment request will consist of a complete, signed and dated reimbursement request form, claim worksheet, invoices, proof of payment, and other documents the DEPARTMENT may deem appropriate. Payment is contingent upon DEPARTMENT on-site inspection and review of eligible project expenditures.

9. The DEPARTMENT agrees:

- a. **GRANT ENCUMBRANCE.** In consideration of the covenants and agreements made by the PROJECT SPONSOR in this document, to obligate and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs not to exceed a maximum grant award of \$400,000.00.
- b. **INDEPENDENT CONTRACTOR.** That the PROJECT SPONSOR shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.
- c. **ACCESS TO PROPERTY AND RECORDS.** To retain its right of access to: 1) the project work whenever it is in preparation or progress; and 2) examine all accounts, documents, and records of the PROJECT SPONSOR, its engineer or contractor as they relate to this agreement.
- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.
- e. **PAYMENT.** To pay its share of funding within a reasonable processing time to include on-site inspections as well as a financial review, upon presentation by PROJECT SPONSOR of invoices, proof of purchase and/or proof of payment, certification of receipt of the goods and services, documentation meeting the provisions of s. NR 335.11,

and any other documents necessary to comply with applicable statutes, administrative rules, and this grant agreement.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary**

Date 05/10/2022 BY *Wendy Soleska*
for **Jim Ritchie, Director**
Bureau of Community Financial Assistance

ACCEPTANCE: The person signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

**CITY OF EVANSVILLE
For the City of Evansville**

Date _____ BY _____
Chad Renly,
Municipal Service Director

**CITY OF EVANSVILLE
RESOLUTION #2022-17**

Documenting Review and Approval of the 2021 Compliance Maintenance Annual Report

WHEREAS, the Municipal Services Committee of the City of Evansville reviewed and approved the 2020 Compliance Maintenance Annual Report (CMAR) and recommended the Common Council approve the attached report; and

WHEREAS, the Common Council reviewed the report on June 14th, 2022, and considered the actions identified therein;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF EVANSVILLE that the City of Evansville approves the 2021 CMAR.

Passed and adopted this 14th day of June, 2022.

Dianne Duggan, Mayor

ATTEST: _____
Leah Hurtley, Deputy City Clerk