

NOTICE

Municipal Services Committee
Regular Meeting
Tuesday, May 31st 2022 at 5:00 pm

Meeting will be held in person at the City Hall, 31 S Madison St Evansville, WI.

AGENDA

1. Call meeting to order
2. Roll call
3. Civility Reminder
4. Motion to approve the agenda as presented.
- Pg 3-5 5. Motion to waive the reading and approve the minutes as printed from the April 26th, 2022 regular Municipal Services Committee meeting.
6. Citizen appearances other than agenda items.
 - MEUW – Tim Heinrich
7. Billing / Customer Service:
 - a. Quarterly review and discussion of staff approved sanitary sewer billing adjustments, (Jan, Apr, Jul, Oct).
 - b. Disconnections Update
8. Director's Report:
 - a. Parks and Recreation Report
 - Warming House / Band Stand Stairs
 - Remaining Gabion Basket Section
 - b. AMI Project (Placeholder)
 - Current AMI count remaining- Elec: **0** Water: 222
 - Pg 6-12 c. Lake Leota Dam DNR Award Approval
 - Pg 13-16 d. STH 59 Sidewalk RR Crossing Update
 - e. Columbarium Discussion
 - f. Rate Case Update & Discussion
9. City Engineer Report:
 - a. Sub-division / Development Update
 - b. Inflow and Infiltration Study (Placeholder)
 - c. Water Quality

d. Roadway construction & other project updates.

- First & Second St Projects
- Liberty St Project
- Sidewalk Projects

10. Administrative Staff's Report:

- a. West Side Park Progress Report (Placeholder)

11. WPPI:

a. ESM Update

b. Board of Director Meeting

- Re-issuance of bonds in 2023 with an interest of rate of 2.97% will save an average of \$1.68 million per year.
- Energy market auction – WPPI was able to sell \$2.5 million in un-used load will return funds to members.
- Will only have to maintain half of current debt service funds freeing \$6.4 million
- Bonds will be repaid on the same end date as the previous bonds
- Brian Rhodes of Hartford was elected to the EC
- Market energy costs are 25.8% higher than they were last year
- Average increase to members was only 9%
- Market power costs have a possibility to be double what was expected and budgeted for through November of this year.
- Honeywell Synergy Net upgrades are coming
- New transformer loading tool meter peaks and loads on each transformer

c. MEUW Conference Updates

- New training courses coming (line clearing, locating, new leadership courses)
- Federal grants for utilities
- Public Power on Parade (Oct 18th 2023)
- Safety Award – Gold & News Release

Pg 17

12. Old Business:

- a.

13. New Business:

- a.

14. Upcoming Meeting Date:

June 28th, 2022 at 5:00 pm

15. Adjourn:

James Brooks, Committee Chair

Please turn off all cell phones and electronic devices before meeting commences. If you have any special accessibility issues, please contact Evansville City Hall at 608-882-2266 prior to the scheduled meeting. Thank you.

NOTICE

Municipal Services Committee
Regular Meeting
Tuesday, April 26th, 2022 at 5:00 pm

Meeting will be held in person at the City Hall, 31 S Madison St Evansville, WI. Public may also attend virtually at meet.google.com/wje-xuct-mbr, or by teleconference at +1 (315)-801-9407 then enter conference pin: 863 831 330#

MINUTES

1. **Call meeting to order: 5:00 PM**
2. **Roll call:** Committee Chair Jim Brooks, Alderperson Joy Morrison, Alderman Ben Ladick.

Also in attendance: Donna Hammett, Chad Renly, Kerry Lindroth, Brian Berquist, Bill Lathrop, William Wassing and Warren Janisch.
3. **Civility Reminder**
4. **Motion to approve the agenda as presented.** Ladick/Morrison 3-0 Motion Carries
5. **Motion to waive the reading and approve the minutes as printed from the March 29th, 2022 regular Municipal Services Committee meeting.** Ladick/Morrison 3-0 Motions Carries with spelling correction.
6. **Citizen appearances other than agenda items.**
 - None
7. **Billing / Customer Service:**
 - a. **Quarterly review and discussion of staff approved sanitary sewer billing adjustments,**
(Jan, Apr, Jul, Oct). Hammett explained a few of the higher amounts, Committee had no comments on the adjustments.
 - b. **Disconnections (end of winter moratorium)** 221 Disconnection notices were sent out April 11, 2022, today (April 26, 2022) 75 door knocker were hung for Disconnections on April 27, 2022. At the time of the meeting there were still 47 customers on disconnect list, 15 DPA's on file and 4 payment extension on file. Hammett will update committee next month with disconnection totals and past due amounts.
8. **Director's Report:**
 - a. **Parks and Recreation Report** April 26, 2022 was the Kerkenbush Memorial Fish stocking. It went well, cold but had a good turnout. The graffiti removal will start as the weather gets better. Countryside Park bathrooms were vandalized over the weekend, trash was thrown around, toilets were clogged and the dispenser was broken, there are not cameras out there. The old cannon block was graffitied and Renly questioned if it just needs to be removed or cleaned up. The cannon is no

longer there. Mowing season to start soon, and interviews for Summer Help will be held on Thursday.

b. AMI Project (Placeholder)

(1) **Current AMI count remaining- Elec: 0 Water: 222**

Still waiting, no new news on time frame at this time.

c. Lake Leota Dam Repair Update (Placeholder)-Still waiting for the DNR to approve the bid.

d. Discussion and motion to recommend to Common Council the Interstate Power Systems contract for annual generator inspection and maintenance. This is maintenance for the generators, company that we were using their cost have gone up, so Renly and Lindroth looked into another company to save cost. Morrison questioned the 2023 numbers being high, Renly explained these are bigger generators and have some extra maintenance in that year. Motion: Ladick'/Morrison 3-0 Motion Carries.

9. City Engineer Report:

a. Sub-division / Development Update-Dollar General will be starting construction soon, current building is being demo now.

Pre-construction meeting about Porter Rd East was this week. This is from Porter Rd where the sidewalk ends to 150 to 200 feet past 7th St, should start in about 2 weeks, might be longer due to delays in some materials. This will be a full closure of Porter Rd. Porter Rd West, the gateway to Setters Grove possibly starting in the fall, working to finalizing plans.

b. Inflow and Infiltration Study (Placeholder) Still waiting for a really good rain.

c. Water Quality In the next couple of weeks the directional flushing will start, this process promotes sediment removal, Renly put together a map and will get it to the office and any questions and complains, direct to the water quality comment section of the website. The goal is to move all the sediment in one direction and clean it out completely.

d. Roadway construction & other project updates.

- **First & Second St Projects**
- **Liberty St Project**-Rock Road was awarded the contract, Liberty is going to get started along with some of the sidewalk work. Town and Country were able to get the project number to hit the 3.1 million cost cap.
- **Sidewalk Projects**-Downtown to the south

10. Administrative Staff's Report:

a. West Side Park Progress Report (Placeholder)-None

11. WPPI:

- a. **ESM Update**-Interviewed Dan Roberts for the open ESM spot, Brooks believes he will be a good fit and if he accepts offer will start in September.
- b. **Regional Power Dinner – June 2nd** – Event will be held at Vintage Brewing Company in Sauk City, at this time Brooks, Morrison and Renly will be attending.
- c. **WPPI Orientation – June 9th (8:30am – 12:30pm) Sun Prairie**- Should have Lindroth and Miller.

12. Old Business:

- a. None

13. New Business:

- a. Brooks asked if there were any new developments coming this summer, Berquist stated the Porter Rd-East with grate about 20 lots along Porter Rd, and there is talk about Windmill and Garfield extending north.

14. Upcoming Meeting Date:

May 31st, 2022 at 5:00 pm

15. Adjourn: Ladick/Morrison 5:47pm

James Brooks, Committee Chair

Please turn off all cell phones and electronic devices before meeting commences. If you have any special accessibility issues, please contact Evansville City Hall at 608-882-2266 prior to the scheduled meeting. Thank you.



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

OFFICE OF THE COMMISSIONER OF RAILROADS**STATE OF WISCONSIN**

On the Commissioner's Own Motion Regarding Pedestrian Safety of the Union Pacific Railroad Company tracks with STH 59 in the City of Evansville, Rock County 9040-RX-1382

FINAL DECISION

On September 20, 2021, the Commissioner of Railroads opened an investigation into pedestrian safety at the public crossing of the Union Pacific Railroad Co. (UP) tracks with STH 59 in the city of Evansville (Crossing No. 177911U / MP 116.53).¹ Specifically, the sidewalk on the east side of the crossing ends 25 feet short of the near rail on both sides of the tracks. No crossing surface exists, only a gravel path across the tracks, indicating that the roadway authority did not have authorization to construct an actual crossing.

Prior to 1980, STH 59 (North Madison Street) crossed over the Chicago and North Western Transportation Company tracks via a 1,100-foot highway bridge constructed in 1931 approximately 170 feet north of the present crossing. In 1980, the Wisconsin Department of Transportation (WisDOT) sought to improve STH 59 and relocate its intersection at-grade with US 14 to its present location.² The reconstructed STH 59 consists of four-11-foot lanes and a 5-foot sidewalk along the west side of STH 59 and south side of US 14 toward the west.

The sidewalk along the east side of STH 59 and south side of USH 14 to the east was constructed after 1993 and before 2005 in what appears to be WisDOT right-of-way. There are

¹ [PSC REF#: 421086](#).

² *Findings of Fact and Order, Petition of the Department of Transportation for Relocation of a Public Crossing of North Madison Street (S.T.H. 59) and the Tracks of the Chicago and North Western Transportation Company in the City of Evansville, Rock County*, docket 9040-RX-505 (Wis. O.C.T., Feb. 4, 1981).

Docket 9040-RX-1382

no records authorizing a pedestrian crossing on the east side of the STH 59 crossing, and no records showing who installed the sidewalk or when.

Conclusions of Law

1. The UP is a railroad as defined in Wis. Stat. § 195.02(1).
2. The Office has authority under Wis. Stat. § 189.02; Wis. Stat. §§ 195.03, 195.04, 195.06, 195.28, 195.285, 195.29, 195.30; Wis. Stat. § 227.47(1); and Wis. Admin. Code § RR 1.15 to issue this Final Decision.

Order

1. The **Roadway Authority** shall install and maintain Sidewalk Closed (R9-9) signs with detectable tiles, audible information device, and orange and white type 2 barricades at the east ends of the sidewalks on the north and south sides of STH 59 by **June 8, 2022**.
2. The **Roadway Authority** shall install and maintain Sidewalk Closed Ahead (R9-11) signs and black lettering on yellow background signs indicating no sidewalk access at a sufficient distance to allow sidewalk users to safely change routes by **June 8, 2022**.
3. Notwithstanding any other cost apportionment in this order, the **UP** shall bear any cost assessed to the railroad pursuant to Wis. Stat. § 195.60 for the investigation of this matter by the Office and shall not pass on those assessment costs either directly or indirectly.

Docket 9040-RX-1382

4. This Final Decision is effective upon service.
5. Jurisdiction is retained.

A handwritten signature in black ink that reads "Yash P. Wadhwa". The signature is written in a cursive, flowing style.

Yash P. Wadhwa, P.E.
Commissioner of Railroads

DA/ss:DL:01863403

See attached Notice of Rights

OFFICE OF THE COMMISSIONER OF RAILROADS
4822 Madison Yards Way
P.O. Box 7854
Madison, Wisconsin 53707-7854

**NOTICE OF RIGHTS FOR REHEARING OR JUDICIAL REVIEW, THE TIMES
ALLOWED FOR EACH, AND THE IDENTIFICATION OF THE PARTY TO BE
NAMED AS RESPONDENT**

The following notice is served on you as part of the Commissioner's written decision. This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2), and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

PETITION FOR REHEARING

If this decision is an order following a contested case proceeding as defined in Wis. Stat. § 227.01(3), a person aggrieved by the decision has a right to petition the Office of the Commissioner of Railroads (Office) for rehearing within 20 days of the date of service of this decision. Wis. Stat. § 227.49. The date of service is shown on the first page. The petition for rehearing must be filed with the Office and served on the parties. The filing of a petition for rehearing does not suspend or delay the order's effective date. Wis. Stat. § 227.49(2). An appeal of this decision may also be taken directly to circuit court through the filing of a petition for judicial review. It is not necessary to first petition for rehearing.

PETITION FOR JUDICIAL REVIEW

A person aggrieved by this decision has a right to petition for judicial review as provided in Wis. Stat. § 227.53. The petition must be filed in circuit court and served upon the Commissioner by personal service or certified mail within 30 days of the date of service of this decision if there has been no petition for rehearing. If a timely petition for rehearing has been filed, the petition for judicial review must be filed within 30 days of the date of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition of the petition for rehearing by operation of law pursuant to Wis. Stat. § 227.49(5), whichever is sooner. If an *untimely* petition for rehearing is filed, the 30-day period to petition for judicial review commences the date the Office serves its original decision.¹ The Office must be named as respondent in the petition for judicial review.

If this decision is an order denying rehearing, a person aggrieved who wishes to appeal must seek judicial review rather than rehearing. A second petition for rehearing is not permitted.

Revised: March 27, 2018

¹ See *Currier v. Wisconsin Dept. of Revenue*, 2006 WI App 12, 288 Wis. 2d 693, 709 N.W.2d 520.

News Release

DATE: May 5th, 2022

CONTACT: CHAD RENLY - DIRECTOR OF MUNICIPAL SERVICES

LOCAL UTILITY HONORED FOR SAFETY EXCELLENCE

Municipal Electric Utilities of Wisconsin (MEUW) recognized 37 of its public power members, including Evansville Water & Light, for their commitment to worker safety.

Wisconsin lineworkers and electric crews risk receiving serious or fatal injuries while providing affordable and reliable power. Public power communities across the state emphasize the importance of safety training and daily safe work practices.

MEUW recognizes and rewards safe operations through its annual Safety Achievement Awards. Utilities are placed into categories based on the total number of hours worked, receiving recognition based on the most incident-free records. The incidence rate used to evaluate utilities is based on the number of work-related recordable injuries or illnesses, compared to the total number of worker-hours during 2021, as defined by the Occupational Safety and Health Administration (OSHA). Evansville Water & Light received Gold category for its safety performance in 2021.

“Work in the electric utility industry requires a constant focus on safety,” said Tim Heinrich, MEUW President and CEO. “Our association is proud to recognize that on-the-job focus — following safety rules, using safe work practices, and watching out for one another.”

“As importantly, we recognize the commitment of management and the local utility governing board to developing an environment and a culture that supports and values safe operations,” he added. “Providing employees with the equipment they need to do the job safely, as well as training to maintain or improve their skills, is vitally important to achieving a strong safety record. We applaud our member communities for their dedication to safety excellence.”

“Evansville takes the safety of its employees and work environments very seriously. We work closely with MEUW to provide every opportunity to learn safe and effective ways to work in hazardous work environments. We ensure a safe work environment so that we can continue to provide the best service to residents that we are able,” said Chad Renly, Director of Municipal Services.

Wisconsin’s 81 public power utilities are locally owned, locally controlled and locally operated, enabling them to quickly respond to the needs of their communities. They are also among some of the most affordable and reliable power providers in the state.