

## NOTICE

**Municipal Services Committee**  
Regular Meeting  
Tuesday, February 21st, 2023 at 5:00 pm

Meeting will be held in person at the City Hall, 3<sup>rd</sup> Floor, 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.
5. Motion to waive the reading and approve the minutes as printed from the January 31<sup>st</sup>, 2023 regular Municipal Services Committee meeting.
6. Citizen appearances other than agenda items.
  -
7. Billing / Customer Service:
  - a. Quarterly review and discussion of staff approved sanitary sewer billing adjustments,
    - (Jan, Apr, Jul, Oct).
8. Director's Report:
  - a. Parks & Recreation Report
  - b. Lake Leota Dam Project Update
  - c. USIC Update / Start Date
  - d. TDS Permitting Update
  - e. STH 59 Local Programs Finance Agreement Update / Discussion & Possible Motion to Recommend.
  - f. AMI Project (Placeholder)
    - Current AMI count remaining Elec: **0** Water: 137 with 15 appointments pending
9. City Engineer Report:
  - a. Sub-division / Development Update
  - b. Roadway construction & other project updates.
10. Administrative Staff's Report:
  - a. West Side Park Progress Report (Placeholder)

11. WPPI:

- a. Report from Darren
- b. APPA – DC Legislative Rally Update

12. Old Business:

- a.

13. New Business:

- a.

14. Upcoming Meeting Date: March 28<sup>th</sup>, 2023 at 5:00 pm

15. Motion to 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.*

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**Municipal Services Committee**  
Regular Meeting  
Tuesday, January 31st, 2023 at 5:00 pm

Meeting will be held in person at the City Hall, 3<sup>rd</sup> Floor, 31 S Madison St Evansville, WI.

### MINUTES

1. **Call meeting to order: 5:00 PM**
2. **Roll call:** Committee Chair Jim Brooks, Alder. Joy Morrison, Alder Ben Ladick  
**Also in Attendance:** Donna Hammett, Dale Roberts, Chad Renly, Bill Lathrop, Darren Jacobson, Brian Berquist, Kerry Lindroth, and Jason Sergeant.
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 December 27<sup>th</sup>, 2022 regular Municipal Services Committee meeting.** Ladick/Morrison 3-0 Motion Carries
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).
      1. No adjustments for review this quarter.
8. **Director's Report:**
  - a. **Parks & Recreation Report:** Not much to report, roads cleared for walkers but closed to traffic. Ice Rink: ice had melted and people were going on it and there was some damage to the liner, this has been repairs and an extra 2 inches were added.
  - b. **USIC Contract – Discussion and Motion to Recommend Approval to Common Council.** Renly stated that we are short one lineman and will be short 2 more linemen due to paternity leave for at least 4 weeks each, and one of the things that takes up a lot of time is locating. Renly requested quotes from several companies and USIC was the only one that responded or was taking on new clients. First quote was for Electric only, second one is for Electric & Water and the third is for Electric, Water and Sewer. Renly went over each quote. We do about 2000 locates a year and with TDS that number could triple. Brooks asked if TDS does their own locates and Renly stated it is mandatory for a utility to locate their own facilities. Ladick asked about having our own in-house locator. Renly stated that he did bring that to the committee, he stated that it would be \$23.00 an hour with full time benefits. Morrison asked if TDS would be willing to help with the cost of the locates, Renly stated that we are not allowed to charge for locates. We do have a newly revised permit and we have changed the permit to include a parcel fee for permits that cover an area beyond 5

parcels. Renly stated that extra fee will help with cost. Sergeant stated that the budget is very tight, we have to figure out where the money will be coming from. It is unknown when TDS will be starting. It was suggested the maybe bring a retired lineman to help with locates. Sergeant asked Renly and Lindroth look over the budget to see what can be moved around to cover cost. Renly stated that this is a 12 month contract however there is no cancelation fee but requires a 30-day notice.

**c. DOT (Project 5670-00-35/65 STH 59 from STH 104 – STH 213) Relocation**

**Required:** Renly stated that we have to relocation our lines which would be approximately \$120,000. A portion of the cost to bore will be covered by Charter paying their share of the joint boring. We are in the DOT's right of away and we do not have a choice. Sergeant recommended not approving the USIC contract. Ladick' suggested that we look into hiring an in-house locator. Having USIC contract limited term, is only a quick fix, but there is a long term issue. It has been suggested to cancel the downtown project, Renly stated that it may be difficult to cancel a PSC approved project. Committee is not opposed to signing the contract, but need more detail. It was decided to take the contract to Finance.

**d. DOT Finance Agreement for STH 59 (Madison St) from Garrison Dr to USH 14. Discussion and Motion to Recommend Approval to Common Council.**

Renly stated that Sergeant asked him to contact the DOT about local programs for STH 59 and USH 14. Renly reached out and Madison St has been added to the DOT's plan in 2030, with possible advanceable date of 2029. The city would be responsible for a total cost of \$185,250. Starting in 2024,2025,2026,2027 we would pay approximately 20% of the engineering costs, then in 2028 we would pay 15 % then the remaining 5% in 2029. Sergeant stated that there is nothing in the Capitol Budget, would have to go to Ehlers. Committee wants more details of when payments are due. No Motion at this time.

**e. Lake Leota Dam Project Update:** Renly has had conversations with the Army Core of Engineers, just got approved for the Federal permit, DNR has the plan sets and are under review, and everything is on track.

**f. AMI Project (Placeholder)**

- **Current AMI count remaining Elec: 0 Water: 154 (average of 4-10 units per wk.)** Hammett stated that the number has changed, as of today we are down to 145 meters

(a) **Water Meter Notice Letters:** Third notices will go out in February.

**9. City Engineer Report:**

**a. Sub-division / Development Update:** We have some electric connections going in and a couple of houses wrapping up. Brooks asked about the number of transformers we have, Renly stated that we are in good shape right now.

**b. Roadway construction & other project updates:** None, waiting for spring

**10. Administrative Staff's Report:**

**a. West Side Park Progress Report (Placeholder):** Contractor is still doing some work and still getting deliveries. Design committee was meeting to finalize the designs.

Funding Raising: a little under of 3/4 of million dollars has been raised. (\$745,000-747, 000).

11. **WPPI:** Brooks: 2 dates for WPPI orientation. Also the Energy Independence meeting at the High School tomorrow morning 7:30 am, everyone is invited.

a. **Report from Darren:** The National Theater is schedule to be at the elementary School and TRIS on March 3 at 8:30 am elementary School and 1:30 pm-TRIS.

**12. Old Business:**

a. Morrison asked about an updated about the dogs at the park, Renly stated that it is still being discussed but had a good discussion about it at Park Board.

**13. New Business:**

a. None

**14. Upcoming Meeting Date:**

**???, 2023 at 5:00 pm – Discussion to set the next meeting date due to conflict with APPA Rally: Next Meeting February 21, 2022 at 5:00 PM**

**15. Motion to Adjourn:** Morrison/Ladick Adjourned 5:57 PM

James Brooks, Committee Chair

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**STATE/MUNICIPAL FINANCIAL  
AGREEMENT FOR A STATE- LET  
HIGHWAY PROJECT**

Date: February 3, 2023  
I.D.: 5670-02-02/-72  
Road Name: STH 59  
Title: C Evansville, Madison Street  
Limits: Garrison Drive to USH 14  
County: Rock  
Roadway Length: 0.88 mile

The signatory **City of Evansville**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** Existing urban roadway is a connecting highway with alligator cracking and a deteriorated centerline joint. The two-lane roadway width is variable. Parking is allowed between Church Street and Mill Street.

**Proposed Improvement - Nature of work:** Replace the existing pavement. Update curb ramps as needed to meet ADA compliance.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** All construction costs associated with lanes utilized for parking will be 100% the responsibility of the municipality. Manhole and valve adjustments will be 100% the responsibility of the municipality.

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development 5670-02-02	\$ 517,000	\$ 387,750	75%	\$ 129,250	25%
Real Estate Acquisition:					
Acquisition	\$ -	\$ -	100%	\$ -	
<sup>1</sup> Construction:					
Roadway	\$ 3,200,000	\$ 3,200,000	100%	\$ -	
Parking Lanes	\$ 36,000	\$ -	0%	\$ 36,000	100%
Municipal Utility Adjustments	\$ 20,000			\$ 20,000	100%
subtotal 5670-02-72:	\$ 3,256,000	\$ 3,200,000		\$ 56,000	
<sup>1</sup> Non-Participating:					
	\$ -	\$ -			

**Total Cost Distribution**                    \$     **3,773,000**    \$     **3,587,750**                    \$     **185,250**

1. Estimates include construction engineering.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the <b>City of Evansville</b> (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the <b>State</b> (please sign in blue ink)	
Name <b>Steve Flottmeyer</b>	Title <b>WisDOT Southwest Region Planning Chief</b>
Signature	Date

## TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
  - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
  - (f) Parking lane costs.



- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
  - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage
  - (i) Conditioning, if required, and maintenance of detour routes.
  - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
  6. The work will be administered by the State and may include items not eligible for federal/state participation.
  7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  8. Basis for local participation:

(a) Design Engineering (5670-02-02)

The Municipality is responsible for 25% of the design engineering costs for improvements on a Connecting Highway. (See Attachment A.) The Municipality may be responsible for the design of decorative street lighting or other enhancement items.

(b) Roadway Construction (5670-02-72)

The construction estimate is preliminary for program scheduling only. As items are identified in design phase that require cost participation or are ineligible for Federal/ State funding, this agreement will be amended to reflect those costs.

Parking Lanes: In accordance with Wisconsin Statutes 86.32(4) and WisDOT policy, the Municipality is required to pay 100% of the construction costs for that part of the state trunk highway on which parking is permitted. Payment will be actual cost for the parking lanes and will be made by the Municipality at the time of construction.

Municipal Utility Adjustments: The Municipality shall pay 100% of the cost of adjusting water and sanitary covers and valves.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

Attachment A: 5670-02-02  
Explanation of Invoicing for Design Engineering

Invoices are generated by the Department of Administration automatically. The Department of Transportation has no control over when the invoices will be sent.

However, it is anticipated that the DOT will not begin work on this project until the Fall of 2023, generating the first invoice to the Municipality for this project to arrive the second week of December 2023. Payment is not due for 30 days after receipt of the invoice.

The entirety of the design payment is not due in full but will be invoiced as work is completed.