

NOTICE

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

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

AGENDA

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the January 31, 2023 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed
7. New Business
 - A. Quarterly review and discussion of staff approved sanitary sewer billing adjustments (Jan, Apr, Jul, Oct).
 - B. Disconnection is April 26, 2023
 - C. Motion to Approve Engagement Letter for Storm Water Rate Study
8. Administrative Staff Report
 - A. Parks & Recreation Report
 - B. Lake Leota Dam Project Updates
 - C. USIC Updates
 - D. Update on Department / Director Next Steps
 - E. Update on Staff work on 10-year CIP
 - F. Discussion and Motion to recommend attendance to APPA Cyber Security Summit
 - G. Discussion and Possible Action on STH 59 LOCAL Programs Finance Agreement
 - H. AMI Updates
 1. Current AMI count remaining Elec: 0 Water: 80 (10 appointments pending.)

-James Brooks, Committee Chair

1. Water Meter Notice Letters and Disconnection Notices
9. City Engineer Report
 - A. Subdivision and Development Updates
 - B. Roadway Construction Updates
 - C. TDS Permitting Updates
10. WPPI Report
 - A. Update from Energy Services Manager
 - B. APP Legislative Rally Recap
11. Old Business
 - A. Aquatic Center, Splashpad, and Park Improvement Updates
12. Upcoming Meetings
 - A. Tuesday, April 25, 2023 at 5:00pm
13. Motion to Adjourn

-James Brooks, Committee Chair

NOTICE

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

Meeting will be held in person at the City Hall, 3rd 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 27th, 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,
 - 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 lineman 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 way 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 road surface conditions and improvements. 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 CIP reflecting this possible expense. Committee asked for 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

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.

March 14, 2023

Julie Roberts, City Treasurer/Utility Accountant
Jason Sergeant, City Administrator
City of Evansville, Wisconsin
31 S Madison St
PO Box 529
Evansville, WI 53536-0076

**Re: Written Municipal Advisor Client Disclosure with the City of Evansville (“Client”) for
2023 Stormwater Utility Rate Study (“Project” Pursuant to MSRB Rule G-42)**

Dear Julie and Jason:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates



Brian Roemer
Municipal Advisor

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

Stormwater User Rate Study

Scope of Service

The City of Evansville (“Client”) has requested that Ehlers prepare a user rate study for its stormwater utility. (“Project”). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Information Request and Review

- Request and review the following:
 - Current schedule of stormwater user rates.
 - Annual audits for the past three years (we currently have this information).
 - 2022 Year end actual expenses and revenues for utility (unaudited is fine).
 - Current year budget for utility.
 - Current annual debt service schedules for existing utility debt (we currently have this information).
 - Any available capital improvement plan documents for utility.
 - Detailed stormwater billing records for the past 12-month period showing billed revenues by rate category (Variable/Non-variable) and number of customers.
 - Current number of Equivalent Runoff Units (ERUs) for residential and non-residential customer classes.
 - Any available information on upcoming developments and population growth over the study planning period that would increase the customer base and usage, or conversely any information on customers reducing usage or moving out of the municipality.

Phase II – Utility Rate Study Update

- Under this phase we will complete the Stormwater Rate Study including:
 - Based on the available budget, debt and asset detail, develop the revenue requirements for the utility under a cash-based or utility-based method.
 - Calculate the user rates per ERU for the test year and prepare a comparison of current and proposed user rates.
 - Prepare a cash flow analysis for the test year ensuring user rate adequacy.

- User Rate Comparison
 - Develop a comparison of existing and proposed user rates for example properties by customer class.
 - Develop a comparison of existing and proposed user rates to other communities (if requested).
- Report and Presentation
 - Prepare a report including all project tables and a brief executive summary describing the findings and recommendations.
 - Review the report with staff and make any appropriate changes.
 - Prepare a final report and submit via PDF or paper copy
 - Prepare and present the report and findings to the Common Council or other designated committee.

Phase III – Long Range Cash Flow Analysis

- Prepare separate detailed cash flow analysis for the utility with the following:
 - Development of annual operating expenses for the utility using an assumed rate of inflation based on historical expenses and discussions with staff.
 - Actual annual debt service expenses for existing utility debt.
 - The planned debt service for the stormwater utility upgrades taking into consideration available and minimum recommended reserves, existing debt and existing revenue bond covenants if applicable.
 - Project out revenues and identify projected user rate increases to meet all financial obligations of the utility in future years.
 - Meet with staff to discuss and review the analysis.

Compensation

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers on an hourly not to exceed basis as follows:

Service	Fee
Stormwater Rate Study	\$ 4,000
Total	\$ 4,000

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

Payment for Services

Ehlers will invoice Client each month for the work completed in the prior month. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Engagement

Client hereby accepts the terms set forth in this Written Municipal Advisor Client Disclosure and engages Ehlers to provide the services described above. This Letter shall be effective as of the date of its acceptance by Client. The above Scope of Services is hereby accepted by the City of Evansville, Wisconsin, by its authorized officer this

_____ day of _____, 20__.

By: _____
(Print Name)

Title: _____
(Print Title)

Signature: _____



Jason Sergeant <jason.sergeant@ci.evansville.wi.gov>

Lake Leota Dam

Whitsett, Scott <Scott.Whitsett@jewellassoc.com>

Tue, Mar 14, 2023 at 3:01 PM

To: Jason Sergeant <jason.sergeant@ci.evansville.wi.gov>, "Monday, Uriah P - DNR" <uriah.monday@wisconsin.gov>

Jason,

Currently, WDNR has reviewed our dam repair submittal.

We are currently working on addressing their comments.

WDNR is working through the permit process now.

Thanks,

Scott W.

Scott Whitsett, P.E.

Vice President

Sr. Project Manager

JEWELL Associates Engineers, Inc.

560 Sunrise Drive

Spring Green, WI 53588

608-459-6077 (direct)

608-588-7484 (office)

608-341-8239 (cell)

www.jewellassoc.com



Jewell has prepared to stay fully functional as the coronavirus pandemic continues. Our priorities are to protect the health of our employees and their families as well as that of our clients, followed by keeping everyone working to ensure their families' financial security.

We can assure our clients we are fully functional (with most staff working remotely) and able to maintain the capacity to serve our clients as we have done since 1993. Please feel free to give me a call with any concerns or if we can assist you in any way.

[Quoted text hidden]

Cyber Security Conference, costs per attendee:

Registration: \$845
Lodging (3 nights): \$864
Airfare: \$530
Estimated Food Reimbursement: \$150
Estimated Ground Travel Reimbursement: \$50

Total: \$2,439

(per employee handbook un-budgeted conferences need to be approved by supervisory committee)

MEETING

Cybersecurity Summit

May 8 - 10, 2023

Denver, Colorado

[REGISTER \(HTTPS://MY.PUBLICPOWER.ORG/S/COMMUNITY-EVENT?ID=A1Y6G0000033XK6EAE\)](https://my.publicpower.org/s/community-event?id=A1Y6G0000033XK6EAE)

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ACCEPT

EVENT INFO

AGENDA

REGISTRATION

HOTEL

FAQS

Summit Agenda

Monday, May 8

Pre-Summit Seminar

Please note you may only choose one of the following events, the pre-summit seminar or the tour, to register for as they take place concurrently.

8 am – 4 pm **DOE CyberStrike Workshop^{FREE!}**

Get a hands-on, simulated demonstration of a cyberattack, drawing from elements of the 2015 and 2016 cyber incidents in Ukraine, but on the industrial control equipment you routinely encounter. This workshop, developed by the Department of Energy's Office of Cybersecurity, Energy Security and Emergency Response, in collaboration with the Idaho National Laboratory, prepares critical energy sector owners and industrial control systems operators in the U.S. to respond to a cyber incident. The training involves a series of exercises that challenge participants to defend against a cyberattack using equipment they routinely encounter within operational technology networks.

For entities interested in participating, it is encouraged that those who have separate IT and OT personnel to have at least one of each participate in the exercise if possible.

This event is only open to direct employees of electric utilities, joint action agencies, or state/regional associations; no outside counsel, consultants, or vendors may attend. Pre-registration required; limited to 50 people.

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2 – 5 pm

NREL Tour^{FREE!}

NREL's Advanced Research on Energy Systems Cyber Range allows researchers to replicate cybersecurity scenarios as they would occur on real, complex energy systems. With supercomputing and advanced emulation capabilities, the cyber range makes it possible to build digital twins of real systems and connect the emulated environment to physical devices throughout NREL's laboratories. NREL is building a new Energy Security Resilience Laboratory, which will be the lab's operating center for secure and resilient energy systems. The new lab will provide a space for partners to visualize, emulate, and validate their solutions with the full power of ESIF assets and the limitless scale of virtual environments.

***NOTE**Bus will depart from the hotel at 1:30 pm MDT. Pre-registration required; limited to 25 people.*

Tuesday, May 9

7:30 – 8:15 am **Registration and Coffee**

8:15 – 8:30 am **Welcome and Introductions**

8:30 – **Understanding the Changing Threat Landscape**

9:45 am Receive a briefing on the threat landscape for the electric sector as a whole and specific concerns facing public power entities. Get an inside perspective from the organizations seeing and analyzing the volume of threats against the industry, including representatives from the Multi-State Information Sharing and Analysis Center, Electricity Information Sharing and Analysis Center, and the Federal Bureau of Investigation (invited).

Casey Cannon, Analyst, Cyber Threat Intelligence, MS-ISAC; Tyler Tiller, ETAC Security Advisor, E-ISAC

9:45 – 10 am **Break with Sponsors**
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10 – 11 am

Choosing a Cybersecurity Framework

Behind every successful cybersecurity program is a framework. However, there are dozens of models and standards to consider, as well as potential regulations. Get clear and useful guidance for navigating the maze of cybersecurity frameworks, from an overview of which frameworks are out there, which risks and environments each is designed to cover, and pros and cons of different selections. Discuss how to assess whether a multi-framework environment would be right for you, and how to get maximum value out of whichever path you choose.

Eric Cardwell, Vice President, Professional Services, and John Fry, Director Cyber Risk Engineering, Axio

11 – 11:15 am

Break with Sponsors

11:15 am –
12:30 pm

Exploring Options for Exercises and Cyber Incident Response

A key piece of cyber incident response planning is exercising. There is value in participating in the large national exercises as well as smaller tabletop or regional exercises — not only to be prepared in the event of an incident, but also to forge relationships with other entities who can help. Learn more about how one utility partnered with the National Guard on a cyber exercise and how you can engage with your local unit for a similar activity, or leverage their resources to create your own exercise.

Tim Pospisil, Nebraska Public Power District

12:30 am –
1:45 pm

Sponsored Lunch with Exhibitors

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1:45 – 3 pm

Defending Against Ransomware

Ransomware strategies and mechanisms are ever evolving, but a constant threat. Get insight into the latest ploys of recent threats and review the steps you should consider taking to protect your community and employees. Discuss what problems you may encounter following an attack and how to respond and repair the systems and customer relationships affected by any attack.

Che Bhatia, Managing Director, Aon Cyber Solutions; Phil Kealy, Senior Consulting Leader – Incident Response, Mandiant, a Google Cloud company; Hafid Elabdellaoui, Oracle, VP, Cybersecurity – Oracle Energy and Water

3 – 3:30 pm

Break with Sponsors

3:30 –
4:30 pm

Zero Trust and the Smart Grid: Where Two Architectures Intersect

Get an introduction to two concepts established by the National Institute of Standards and Technology: Zero Trust Architecture and Guidelines for Smart Grid Cybersecurity. Understand the suggested strategy behind these concepts and learn how to integrate the practices into your cybersecurity program. Focus on how integrating these elements affects various roles and responsibilities, training and awareness protocols, and technical guidelines at public power utilities.

Jason Vigh, Principal Consultant – Industrial Cybersecurity, 1898 & Co., part of Burns & McDonnell

5 – 6 pm

Reception

Wednesday, May 10

7:30 – 8:30 am **Networking and Coffee**

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8:15 – 9 am

Managing the Nuances of IT/OT

It is challenging for IT and OT groups to secure their respective environments. In public power, this challenge is often compounded by differing views on how to apply cybersecurity policies and principles between the utility and its associated municipality. Learn how IT and OT groups can align with a common framework based while ensuring that the unique characteristics of each environment are addressed. Hear about ways to design and implement such a program, including governance, best practices, and procedures.

Doug Westlund, Senior Vice President and Principal Consultant, AESI-US, Inc.

9 – 9:15 am

Break with Sponsors

9:15 – 10:15

Mitigating Supply Chain Risk

am

Your vendors are not just providing a service or product, they are either partners or liabilities in your risk management program. Review how to adequately assess new vendors and mitigate the cybersecurity risk they pose to your organization, regardless of your size, including what tools can help you in the vetting and contracting process.

Chris Poulin, Deputy CTO, Director of Technology and Strategy, BitSight; and Dave Sonheim, Chief of Cybersecurity - Supervisor Region 8, U.S. Department of Homeland Security, Cybersecurity and Infrastructure Security Agency

10:15 –

10:30 am

Break with Sponsors

10:30 –

Getting Management and Board Buy-In

11:30 am

An effective cybersecurity program requires significant support in the form of time and money. Securing the necessary resources requires being able to effectively communicate the importance of the activities, systems, and supports to utility leaders and governing boards. Review strategies for making the case for investing in your cybersecurity program and discuss what resources utilities need to be successful.

Michael Fish, Senior Director, Cyber Security, Salt River Project, Phoenix, Arizona;

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Jared Price, Chief Information Officer, American Municipal Power, Inc.

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10:30 –
11:30 am

Your Cybersecurity Toolbox

Investing in cybersecurity isn't all about having a robust budget for the latest gadgets — there are numerous low-cost or no-cost tools and resources available. Explore the various resources public power professionals can use to improve your cybersecurity posture and how you can utilize them.

Richard Condello, Utility Cybersecurity Deployment Manager, American Public Power Association; Cynthia Hsu, IT Cybersecurity Specialist, Office of Cybersecurity, Energy Security and Emergency Response, U.S. Department Energy; and Dustin Thorne, Cyber Security Manager, Lincoln Electric System, Nebraska

12:30 pm

Summit Adjourns

10:30 –
11:30 am

Cyber Defense Community Meeting *(includes a working lunch)*


The monthly gathering of the Cybersecurity Defense Community, which provides input and feedback on APPA's cybersecurity programs, cooperative agreements, cyber mutual aid, and publications and discusses industry/government cybersecurity proposals.

This meeting is limited to CDC members only. Eligible members interested in joining the CDC may reach out to Cybersecurity@PublicPower.org. (Cybersecurity@PublicPower.org) for more information.

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CYBERSECURITY SUMMIT RESOURCES

	<p align="center">STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT</p>	<p>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</p>
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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%	\$ -	
¹ 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	
¹ 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 City of Evansville (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Steve Flottmeyer	Title WisDOT Southwest Region Planning Chief
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.