

## **NOTICE**

### **Municipal Services Committee**

Regular Meeting

Tuesday, January 28, 2020 5:00 pm

Water & Light Shop, 15 Old Highway 92, 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 November 26th, 2019 regular Municipal Services meeting.
6. Citizen Appearances other than agenda items.
7. Customer concerns. Discussion and possible motions for billing adjustments.
  - a. Discussion and possible motion for tree treatment reimbursement.
  - b. 21-2291-01
  - c. Motion to approve administrative sewer credit adjustments as printed
8. WPPI Report
  - a. Written Report
9. Director's Report
  - a. Parks and Recreation Report
  - b. AMI Project (Placeholder)
  - c. Lake Leota Dam EAP/DFA Update
  - d. Lake Leota Dam Repairs – DNR Grant
  - e. MSDS Contract
  - f. Local Safety Improvement Funding
10. City Engineer Report
  - a. WWTP (Placeholder) – Update
  - b. Sidewalk replacement program
  - c. Sub-division/development updates
  - d. Inflow and Infiltration Study
11. Administrative Staff's Report
12. Old Business
  - a. Motion to recommend to Common Council Ordinance 2020-02, Amending Chapter 126 – Utilities
  - b. Motion to recommend to Common Council Resolution 2020-02, Resolution Authorizing Sidewalk Replacement Program

13. New Business

14. Upcoming Meeting Date, February 25, 2020

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.*

**Municipal Services Committee**  
Regular Meeting  
Tuesday, November 26th 2019 5:00 pm  
Water & Light Shop, 15 Old Highway 92, Evansville, WI

**MINUTES**

1. **Call to Order.** Brooks called meeting to order at 5:00 pm.
2. **Roll Call.** Brooks, Senn and Ladick were present. Also present were: Rigg, Jorgensen, Hurlley, Berquist, Renly and Roberts.
3. **Civility Reminder.**
4. **Agenda.** Motion to approve the agenda as presented. Ladick / Senn. Motion passed 3-0.
5. **Minutes.** Motion to waive the reading and approve the minutes as printed from the October 29th, 2019 regular Municipal Services meeting. Ladick / Senn. Motion passed 3-0.
6. **Citizen Appearances.** None.
7. **Customer concerns.** Discussion and possible motions for billing adjustments.
  - a. **Sewer Credits.** Motion to approve consent list for sewer credits in the amount of \$1037.09, removing account 18-1155-02. Ladick / Senn. Motion passed 3-0 upon roll call.
8. **Director's Report**
  - a. **Parks Report.** Renly stated that the duck house roof will be formed off site and installed this month.
  - b. **AMI Project.** There are 6 electric meters remaining due to needing repairs or service upgrades to the home/business.
  - c. **Sidewalk.** Rigg and Renly brought up the concept of property owners taking initiative to replace their sidewalks and whether they were eligible for the cost share. The committee gave comments on a draft resolution regarding the program.
  - d. **Allen Creek.** Renly informed the committee of a wash out of part of the creek wall. A temporary repair is underway to prevent further damage and a long term solution will be explored this spring.
  - e. **Leaf Collection.** Crews went out with rented and borrowed equipment to get as much cleaned up as possible. No change on the status of the leaf vacuum that was ordered.
  - f. **MSDS Contract.** Renly answered committee questions. The largest question is the continuing costs with more than 100 items.
  - g. **EV Parking Charge.** Rigg presented the cost to operate the charge station and how many hours it was used. At the current level of use and costs to operate the fee for parking should be \$1.50 an hour. Neely said that Madison charges \$2.00 an hour in a lot of locations. Rigg said it should be a parking fee going to the general fund for enforcement and tariff purposes.
  - h. **Light Poles.** Renly talked with the committee about a more uniformed light pole that is less expensive and does not look historic in the areas that are not the historic district. The Committee was interested in the concept and want to make sure the type of pole is not in the development agreement.
9. **City Engineer Report**

- a. **WWTP** – Alarm dialer is still not resolved.
- b. **Sub-division/Development.** Paving in parts of Westfield was cut back due to temperature.
- c. **Inflow and Infiltration.** They are waiting on water flows into the system.

#### **10. WPPI Report**

- a. **Written Report.** Pre-construction meeting with Bluescope to go over the process for consolidating their metering and replacing the transformers with a ground mounted transformer. Staff attended the Building Community Connections conference at WPPI. Neely worked with the accounting department and they found the LED fixture costs for the trail. We are making a donation to the school district for Energy Education. Levi Leonard is signed up to get a NTC performance for next year so we plan on using the money in 2020 with that performance. The Library's check from the WPPI New Construction program arrived and it was delivered to Megan.
- b. **Fund Approval.** Brooks made a motion to give \$250 from CTC to Shop with a Cop and \$250 to the AWARE Toy Drive. Also \$1,000 for economic development will go into the business revolving loan fund. Further, the remaining balance of about \$8,000 in funds shall go towards the costs to install LED lights on the new Allen Creek trail. The motion was seconded by Ladick. Motion passed 3-0 on roll call.

#### **11. Administrative Staff's Report**

- a. **Lot Merge.** Motion to recommend to Common Council land division application to merge parcel 6-27-559.5020 and 6-27-533.5B at 637 Prairie View Drive. Berquist said this is cleaning up a City outlet that is no longer necessary and unbuildable by joining it the neighboring lot. This resulted due to changes in road design and the post office not needing a communal location for mail boxes. Ladick /Senn. Motion passed 3-0.
- b. **Lot Merge.** Motion to recommend to Common Council land division application to merge parcel 6-27-559.5022 and 6-27-533.5A at 649 Prairie View Drive. Same as above. Ladick /Senn. Motion passed 3-0.
- c. **Sewer Credit/Utility Ordinance.** Rigg and Brooks spoke on the matter. Brooks said some utilities charge more for water that goes through a deduct meter to improve conservation. Rigg said that in order to accomplish this we would need a new tariff approved by the PSC. The committee agreed that deductions for pools should require a deduct meter. More discussion in the following meetings and allow for Council input.

#### **12. Old Business.** None

**13. New Business.** Renly spoke on the DPW Department's new hire. Renly has also been asked to serve on two committees. One with MEUW on the 5G installation of utility poles. The other is on an apprenticeship program for public works employees.

**14. Reminder.** Upcoming Meeting Date, January 28th, 2020 at 5:00 pm.

**15. Adjourn.** Motion to adjourn. Ladick / Senn. Motion passed 3-0 at 6:10 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.*

The Tree Doctors LLC  
 Ben Richards  
 W5645 West RD  
 Watertown, WI 53094  
 (920) 285-3433

# Invoice

Date	Invoice #
6/12/2018	289

Bill To
Glenn Manke 453 Meadow Lane Evansville WI 53536

Ship To
Glenn Manke 453 Meadow Lane Evansville, WI 53536 608-882-4782

Due Date	6/29/2018
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Item	Qty	Location	Description	Serviced	Amount
Spring Fert	1	Oak near road	Soil inject our custom blend fertilizer in spring with chelated iron and manganese.	6-15-18	150.00T

<b>Sales Tax (5.5%)</b>	\$8.25
<b>Total</b>	\$158.25
<b>Balance Due</b>	\$158.25

Payments are due within 15 days after work is completed, unless otherwise noted. For every 30 days late there will be a \$15.00 late fee. Your applicator today was Ben Richards 222-888CA.

*PAID 6/18/18*  
*ONB # 3040*

The Tree Doctors LLC  
 Ben Richards  
 W5645 West RD  
 Watertown, WI 53094  
 (920) 285-3433

*million tree*

# Invoice

Date	Invoice #
10/8/2018	335

Bill To
Glenn Manke 453 Meadow Lane Evansville WI 53536

Ship To
Glenn Manke 453 Meadow Lane Evansville, WI 53536 608-882-4782

Due Date	10/26/2018
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Item	Qty	Location	Description	Serviced	Amount
Micro nutrient injection	1	Oak near road	Inject MN & FE into root flair of the tree to help correct chlorosis. Treatment last about 3 yrs.  <i>I will mail an envelope. I just ran out. Sorry.             Thank you,            Ben</i>	10-8-18	225.00T

<b>Sales Tax (5.5%)</b>	\$12.38
<b>Total</b>	\$237.38
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$237.38

Payments are due within 15 days after work is completed, unless otherwise noted. For every 30 days late there will be a \$15.00 late fee. Your applicator today was Ben Richards 222-888CA.

*PAID 10/22/18 CASH # 7548*

## Ian Rigg

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**From:** Cory Neeley <cneeley@wppienergy.org>  
**Sent:** Friday, January 24, 2020 2:57 PM  
**To:** Chad Renly; 'ian.rigg@ci.evansville.wi.gov'; Jim Brooks (james.a.brooks@charter.net)  
**Cc:** 'Ben Ladick'; Jake Oelke; Beth Carlson; jon.senn@ci.evansville.wi.gov  
**Subject:** ESR Report  
**Attachments:** 367830 - EVA Action Plan 2020.DOCX

Happy Friday everyone. See the ESR report below. I wanted to see if it was possible to move me up to the front end of the meeting instead of the back. I have to run the Evansville Education Foundation meeting at 6pm that night. We moved the meeting which is normally on a Monday to accommodate a new board member.

- Please see the attached action plan for 2020. This is a framework Chad and I discussed and I want to run some of the program ideas through the committee to gauge support at the meeting.
- I recently met with Baker Manufacturing to discuss 2020 projects. We may be utilizing WPPI study grant again with them on a compressed air audit in anticipation of them getting new compressed air units in the near future.
- I sent the new ECSD Building & Grounds director a Focus on Energy training for VFD motors and I would like EW&L to cover the cost of his registration (\$139) as I have done in the past with other Large Energy User staff.
- We are still working on getting the VP Bluescope metering consolidation completed. We have been waiting on CT's from the manufacturer and that has delayed the project. Lead times on these critical components are growing each year.
- The National Theatre For Children performance is Friday Jan 31<sup>st</sup> at the Fieldhouse. We have two performances set, one for each elementary school. I sent a press release out to the Review regarding the performance.
- I met with staff at WPPI to talk about Energy IP training for Civic members. We set up a training specifically for members who are on this CIS platform, although previous trainings were platform neutral. Our staff has already signed up to attend the March 11 training.

### Cory Neeley CEM

Energy Services Representative  
Serving Brodhead, Evansville, Waterloo and Stoughton

WPPI Energy  
1425 Corporate Center Dr.  
Sun Prairie, WI 53590  
608-825-1755  
[cneeley@wppienergy.org](mailto:cneeley@wppienergy.org)  
[www.wppienergy.org](http://www.wppienergy.org)



222 Merchandise Mart Plaza, Suite 1750  
 Chicago, IL 60654  
 Ph: 312.881.2000  
 Fax: 866.320.1021  
 Tax ID #: 04-3626476

**Contract Number:** 099811  
**Contract Date:** 12/11/2019  
**Sales Rep:** Clayton Eberly  
**Offer Valid Through:** 1/31/2020

## Customer Information

**Bill to:**  
**Customer:** City of Evansville  
**Attn:** Chad Renly  
**Address:** 31 S Madison St. P.O. Box 529  
 Evansville, WI 53536

**Ship to:**  
**Customer:** City of Evansville  
**Attn:** Chad Renly  
**Address:** 31 S Madison St. P.O. Box 529  
 Evansville, WI 53536

## Terms and Conditions

**Related Contract:** Not Applicable  
**Contract Start Date:** Fourteen (14) calendar days after execution  
**Contract End Date:** Determined upon execution  
**Term:** 3 Years  
**Coverage:** 1 Location(s)

**PO Number:**  
**Payment Terms:** Net 30  
**Billing Frequency:** Annually  
**Initial Invoice Due:** 30 days from Execution

Purchase Type	Year 1	Year 2	Year 3
Chemical Management Licensing	\$2,899.00	\$2,899.00	\$2,899.00
Chemical Management Services	\$1,299.00		
<b>Total</b>	<b>\$4,198.00</b>	<b>\$2,899.00</b>	<b>\$2,899.00</b>

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

### City of Evansville

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### VelocityEHS

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Detailed pricing schedule below outlining the fees presented on Page 1 of this agreement.

Chemical Management				
Licensing				
Product	Qty	Year 1	Year 2	Year 3
HQ Account	1	<del>\$3,299.00</del> \$2,899.00	<del>\$3,299.00</del> \$2,899.00	<del>\$3,299.00</del> \$2,899.00
Site Administrators	2	\$0.00	\$0.00	\$0.00
Services				
Product	Qty	Year 1	Year 2	Year 3
Implementation Fee	1	\$699.00		
eBinder Valet	100	\$600.00		
<b>Totals</b>		<b>\$4,198.00</b>	<b>\$2,899.00</b>	<b>\$2,899.00</b>

**(M)SDS Management Base subscription pricing includes:**

- 1 annual HQ subscription(s) for the Customer and its employees included within the Coverage of this agreement.
- A Primary Account Administrator and 1 Additional Administrator(s). Additional Administrators may be purchased for 250.00 USD per Administrator.
- Unlimited MSDS database searches, views and additions to the eBinder.
- Access to eBinder and MSDSonline database search from the SDS/Chemical Management mobile application.
- Access to the MSDSonline Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 MSDS Requests and 100 MSDS Uploads. Additional MSDS Requests may be purchased in bundles of fifty (50) for 200 USD; additional MSDS Uploads may be purchased in bundles of (100) for 200 USD.
- Technical & Customer Support.
- Supplemental Terms and Conditions apply. To learn more, click [here](#).

**HQ Implementation Service:** Implementation assistance for MSDSonline products will be provided that includes the following:

- An assigned contact who will escort you through the implementation process.
- Assistance with the configuration of the system in a manner most suitable to your environment.
- Training (phone or Web conference) to any named system administrator (Primary or Additional).
- Help facilitating the deployment of your system across your organization.
- Unlimited access to the Customer Care and Technical Support resources to answer any questions you may have (between the hours of 7am and 7pm CST).

**Compliance Services Project – eBinder Valet:** VelocityEHS will build the Customer's electronic MSDS library (eBinder) by sourcing the English language MSDS that corresponds to each line item on a Customer-supplied inventory list for a flat fee of \$600 USD based on there being up to 100 line items.

- Customer-supplied inventory list must be pre-approved, preferably supplied in VelocityEHS eBinder Valet template. Inventory list must include product name and manufacturer name; inclusion of product code(s) is preferred.
- Standard Indexing package will be applied. Includes the following fields: Product Name, Product Synonyms, Product Code, Manufacturer Name, Supplier Name, MSDS Revision Date, Regulatory Format and Primary CAS Number.
- Additional fields may be indexed upon request (additional charges may apply).
- If the total number of inventory line items submitted falls below 100, VelocityEHS will grant additional MSDS Requests and MSDS Uploads as credit.
- An additional charge of \$6 USD per line item will be assessed if the number of inventory line items exceeds 100.
- VelocityEHS will obtain approval prior to proceeding on any work that will result in additional charges.

All Year One (1) fees are in USD and unless otherwise noted, become due within 30 calendar days of the execution of this Customer Order Form. The Base Subscription period will commence on the Contract Start Date, as noted on page one (1) of this agreement; the Contract Start Date will become the subscription "anniversary date". Subsequent yearly fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Customer may at its discretion pre-pay the full term of the agreement. Sales tax associated to this Order will appear on the invoice, where applicable. MSDSonline Implementation Services fees, and MSDSonline Compliance Services fees totaling less than 15,000 USD will become due with all licensing fees as noted above. Where Year One (1) MSDSonline Compliance Services fees total 15,000 USD or more, VelocityEHS will invoice 50% of these project fees on the first invoice. These fees become due within 30 calendar days of the execution date of this Customer Order Form, are NON-REFUNDABLE, and must be made prior to final project delivery. Any remaining Compliance Services project fees will be invoiced upon final project delivery.



## SMALL CELL WIRELESS FACILITIES PERMIT APPLICATION

### APPLICANT INFORMATION

Applicant Name:		Date:
Applicant is a: <input type="checkbox"/> Carrier/Wireless Provider <input type="checkbox"/> Representative <input type="checkbox"/> Other:		
Company Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Email:	

### PROPOSED SITE LOCATION

Property Address:		
City:	State:	ZIP Code:
Closest Intersection / location description (If multiple site are being applied for a detailed map of locations must be included):		

### EXISTING POLE/STRUCTURE INFORMATION

New Pole/Structure Construction? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Pole/Structure ID Number:	Height of Pole/Structure (feet):	Pole Type:
Existing Attachment(s) on Pole/Structure? ( <i>e.g.</i> , banners, light fixtures) Yes <input type="checkbox"/> No <input type="checkbox"/>		
Existing Structure Owner:		
Name of Structure Owner Representative:		
Address:		
City:	State:	ZIP Code:
Phone:	E-mail:	Fax:

### PROPERTY OWNER INFORMATION

In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation. Permission has been granted by property owner? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Email:	

**APPLICATION REQUIREMENTS**

The following documents must be attached or included for the Application to be complete:

- Application fee(s)
- Site specific structural integrity, AND for a municipal utility pole  Make-ready analysis prepared by a structural engineer
- The location where each proposed small wireless facility or utility pole would be installed
- Photographs of the proposed site location and its immediate surroundings
- Specifications and drawings prepared by a structural engineer for each proposed small wireless facility
- The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility
- A proposed schedule for the installation and completion of each small wireless facility, if approved
- Proof of permission granted by property owner, if existing pole not owned by the City

**ATTESTATION, ACKNOWLEDGMENT & SIGNATURE**

I attest that the information stated in this application and all supporting plans and documents is true and accurate. To the best of my knowledge, I certify that the proposed collocation complies with the terms stated in Article IX "Wireless Telecommunications Facilities in the Right of Way" of section 106 in the Evansville Wireless Facility Deployment Ordinance.

Signature of Applicant:	Date:
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Printed Name of Applicant:	Title:
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**\*\*FOR ADMINISTRATIVE USE ONLY\*\***

Date Application was submitted:	Reviewed By:
---------------------------------	--------------

Application is: <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	Approved By:
---	--------------

If incomplete, date the Applicant was notified:

Missing documents or information:

**CITY OF EVANSVILLE  
ORDINANCE #2020-02**

**AMENDING CHAPTER 126 - UTILITIES**

The Common Council of the City of Evansville, Rock County, Wisconsin, amend Evansville Municipal Code Chapter 126 as follows:

\*\*\*\*\*

All use of the term “superintendent of municipal services” shall be replaced by “municipal services director”

Chapter 126

**UTILITIES**

Article I. In General

**Sec. 126-1. Rates, rules and regulations generally.**

The rates, rules and regulations of the utility shall be those on file and approved by the state public service commission.

(Code 1986, § 13.02)

**Sec. 126-2. Supervision and control of water and electric utilities.**

The city council shall have charge and management of the water and electric utilities, as provided by Wis. Stats. § 66.068(1) and (7). The operations shall be managed by a municipal services director. The municipal services director may assign staff to conduct inspections, provide approvals or denials, and investigate concerns as permitted under this chapter.

(Code 1986, § 13.01)

**Sec. 126-3. Water and electric connections.**

(a) No water main shall be tapped without a written permit from the ~~superintendent of municipal services~~ director and under the supervision and control of the ~~superintendent of municipal services~~ director.

(b) Any person desiring a water or light connection shall file with the ~~superintendent of municipal services~~ director a written application upon blanks furnished by the ~~superintendent of municipal services~~ director, and no connection shall be made without a written permit.

(Code 1986, § 13.03, Ord. 2014-02)

**Sec. 126-4. ~~Interfering with fire hydrants, poles, wires or other facilities.~~**

**Abandonment of Water Service Lines**

~~No person shall:~~

~~—(1) Interfere with or open any hydrant, or waste any water therefrom.~~

~~—(2) Interfere with any poles, wires or lamps or other fixtures or machinery belonging to the utilities.~~

~~(Code 1986, § 13.04)~~

It shall be the responsibility of the owner of water service line to terminate such service line at the City main when said service line is to be abandoned from use. Service

lines are determined to be abandoned from use at the discretion of the City to include, but not limited to:

- (a) When application is made to the City to demolish the structure that is served by the service line.
- (b) When new or replacement services are installed.
- (c) When changes in platting or zoning of existing lots where services have been previously installed but will not be used.

The owner shall incur all expenses to properly disconnect the service line at the corporation stop on the City main. Such work shall be inspected and approved by the City during normal business hours prior to the commencement of backfilling procedures. If the proper termination is not completed in a reasonable amount of time as determined by the municipal services director, the City shall have the authority to complete the proper termination at the expense of the owner.

Any deviations to this ordinance for special circumstances may be considered by the municipal services director and only approved under written agreement between the City and owner.

#### **Sec. 126-5. Collection of delinquent electric bills, System Tampering**

The provisions of Wis. Stats. § 66.60(16) shall apply to the collection of delinquent electric service charges of the municipal services department as provided in the rules and regulations of the utility filed with the state public service commission. (Code 1986, § 13.08, Ord. 2014-02) No person shall willfully or carelessly break, injure, mar, deface, interfere with or disturb any building, machinery, apparatus, fixtures, attachment or appurtenance of the water works of said City, or any public or private hydrant or water trough, or stopcock, meter, water supply or service pipe, or any part thereof; nor shall any person deposit anything in any stopcock, or commit any act tending to obstruct or impair the intended use of any of the above mentioned property, without the permission of the City or except in cases regulated by Ordinance.

#### **Sec 126-6. Meter Tampering.**

- (a) Whoever, without permission and for the purpose of obtaining electrical current, gas or water with intent to defraud any vendor of electricity, gas or water by doing any of the following:
  - (1) Connect or cause to be connected by wire or any other device with the wire, cables or conductors of any such vendor.
  - (2) Connect or disconnect the meters, pipes or conduits of the vendor or in any other manner tamper or interfere with the meters, pipes or conduits, or connect with the meters, pipes or conduits by pipes, conduits or other instruments.
  - (3) Knowingly take, receive, use or convert to such person's own use, or the use of another, any electricity, water, or gas which has not been measured or authorized.
  - (4) Cut, remove or in any manner make ineffective any seal, locking band or lock on an electric or water meter.
  - (5) Provide electricity, gas or water to another dwelling, via any means, which is without electricity, gas or water. Upon discovery of such instance, the dwelling providing electricity, gas or water may be disconnected immediately by the utility company.
- (b) The existence of any of the conditions with reference to meters, pipes, conduits or attachments, described in this section, is presumptive evidence that the person to

- whom gas, electricity or water is at the time being furnished by or through the meters, pipes, conduits or attachments has, with intent to defraud, created or caused to be created the conditions. The presumption does not apply to any persons furnished with gas, electricity or water for less than 31 days or until there has been at least one meter reading.
- (c) Any person violating this section may be subject to a forfeiture of not less than \$200. Each day that a violation continues is a separate violation.
- (d) Any person violating this section will be required to make full restitution to the utility company for the cost of services obtained in violation of the ordinance, and the cost of any damage to the equipment of a utility company as a result of the violation.

#### **Sec 126-7. Meter Placement.**

No meter shall be obstructed from maintenance or replacement. If a property owner, or their tenant, constructs or creates a restriction denying easy access to the meter, the City may remove said restrictions or relocate the meter at the property owners cost. When not an emergency, the City may elect to work with the property owner on a time table that is deemed reasonable by the City to relocate the meter or remove said obstructions.

#### **Sec. 126-8. Entry power; changing meters.**

- (a) The municipal services director or other officer or employee of the City shall be permitted at all reasonable hours to enter the premises or buildings of consumers for the purpose of reading meters and to examine water pipes and fixtures, and the manner in which water is used.
- (b) The City reserves the right to set or remove a meter or change its location whenever it is deemed advisable to do so.

#### **Sec. 126-9. Liability of City.**

The City shall not be responsible for accidents resulting from variation in the water pressure, or the ram of the water from the mains, or from collapse from any cause whatsoever.

#### **Sec. 126-10. Contractual nature of application; penalty for breaking.**

- (a) The provisions of all Ordinances relating to utility service shall be construed as a part of the contract with every person who is supplied with utility service, and every person so taking such service shall be construed by his/her so taking to be bound by them as a part of his/her contract with the City.
- (b) Whenever any violation of such Ordinances occur, the water shall be cut off by the City to the facility where such violation occurs although two (2) or more persons are supplied thereby, and shall not be turned on again except by the order of the municipal services director and the payment of the expense of turning off and turning on, and such other terms as provided for by Ordinance, and after satisfactory understanding with the owner that no further violation shall occur.

#### **Sec 126-11. Hydrants.**

Hydrants erected in the City for the purpose of fire protection are hereby declared to be public hydrants and no person, other than the members of the fire district and then only for the use and purpose of said district, or person authorized by the City to provide maintenance to the water utility shall open any of the said hydrants, or attempt to draw

water from the same, or at any time uncover or remove any protection from any of the hydrants in said City or in any manner interfere with any of said hydrants. The municipal services director may provide a metered use of water from a hydrant when it does not comprise fire protection and cannot be provided at another location.

**Sec. 126-12. Collection of delinquent utility bills.**

The provisions of Wis. Stats. § 66.0809(3) shall apply to the collection of delinquent service charges of the municipal services department as provided in the rules and regulations of the utility filed with the state public service commission. (Code 1986, § 13.08, Ord. 2014-02)

**Section 126.~~130~~ – 126.30 Reserved.**

ARTICLE V. SANITARY SEWER USER AND USER CHARGE SYSTEM

**DIVISION XI. USER CHARGE SYSTEM**

**Sec. 126-404. Sewer Deductions.**

The City may deduct sewer charges for “Unpolluted Water” entering into the sanitary sewer system or running straight to ground. The rates of deduction, deduct meter requirements and eligible activities shall be set by resolutions.

**Section 126.405 – 126.409 Reserved.**

This Ordinance shall be in full force and effect upon passage and publication.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
William C. Hurtley, Mayor

\_\_\_\_\_  
Judy L. Walton, City Clerk

Introduced: 0/00/2020  
Adoption: 0/00/2020  
Publication: 0/00/2020

**RESOLUTION #2020-02**

**CITY OF EVANSVILLE**

**RESOLUTION AUTHORIZING SIDEWALK REPLACEMENT PROGRAM**

WHEREAS, sidewalks in good repair add benefit to the adjoining property owner, and

WHEREAS, sidewalks in good repair provide for safe access to pedestrians, adding to the public good, and

WHEREAS, in municipal reconstruction projects the City has historically provided 50% of the cost of 4" thick sidewalks and an assessments to allow repayment over time.

NOW, THEREFORE, BE IT RESOLVED, the governing body of the City of Evansville, Wisconsin, determines as follows:

1. Sidewalks designated as poor condition and noticed by the City for repair are eligible for a cost share for replacement.
2. All work eligible for reimbursement shall meet City construction standards and no reimbursement shall be for elected work beyond or below City standards.
3. The eligible costs share shall be 50% for all 4" thick sidewalk in the right-of-way only. All paths that adjoin driveways and constructed to driveway standards, or additional pathways on private property are not eligible for cost sharing.
4. No project may be approved that was paid for, constructed or started prior to this resolution passing.
5. If the property owner elects to replace any sidewalk rather than use the City's services or contracted provider, the City may elect to reimburse the property owner up to 50% of the costs, provided the project meets sections 1-3 above and funds are available.
6. If a sidewalk is reconstructed or repaired by the City or contracted provider, the property owner shall either reimburse the City their portion of the project upon completion or have their property assessed for their share.
7. Assessments shall be due within 30 days of billing date. Assessments may be paid in full or in 10 annual installments. No such annual installment, except the final one, shall be less than \$50.00. Installments shall be placed on the next tax roll after the due date for collection and shall bear interest at the rate of the City's latest borrowing per annum on the unpaid balance (from due date). Installments or assessments not paid when due shall bear additional interest on the amount past due at the rate of 0.8% per annum.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF EVANSVILLE

By: \_\_\_\_\_  
William C. Hurtley, Mayor

Attest: \_\_\_\_\_  
Judy L. Walton, City Clerk

Published \_\_/\_\_/\_\_