

AGENDA

CITY OF MONONA
PUBLIC WORKS COMMITTEE
City Hall Conference Room
WEDNESDAY, June 6, 2012
6:30 P.M.

1. Call To Order
2. Roll Call
3. Approval of Minutes from May 2, 2012
4. Appearances
5. Old Business
 - A. Consider replacing Yield sign with Stop sign on Bridge Rd. at Panther Trail intersection. (Tabled May 2, 2012)
6. New Business
 - A. Review Draft Water Disconnection Policy
 - B. Review 2012 Annual Road Maintenance List
7. Miscellaneous Business
 - A. 2012 Capital Projects -- Review of SCADA Bid results and presentation by L.W. Allen
 - B. Public Works Operations Report
 - C. Questions or topics for future discussion
8. Next Scheduled Meeting: Wednesday, July 4, 2012. Consideration for alternate meeting date.
9. Adjournment

NOTE: Upon reasonable notice, the City of Monona will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at (608) 222-2525 (not a TDD telephone number), FAX (608) 222-9225, or through the City Police Department TDD telephone number 222-2535. The public is notified that any final action taken at a previous meeting may be reconsidered pursuant to the City of Monona ordinances. A suspension of the rules may allow for final action to be taken on an item of New Business. It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

PUBLIC WORKS COMMITTEE

May 2, 2012

Draft Minutes

The regular monthly meeting of the Public Works Committee for the City of Monona was called to order at 6:34p.m. by Chairperson Thomas.

Present: Alderperson Thomas, Alderman Speight, Mr. McConnell (arrived 6:47pm), Mr. Franklin, Mr. Besch, Mr. Turino (arrived 6:36pm), Mr. Podell, Ms. Busse

Excused: Mr. Stolper

Also Present: DPW Director Stephany

APPROVAL OF MINUTES

A motion by Mr. Besch, seconded by Mr. Franklin to approve the Public Works Committee minutes of April 4, 2012 was carried.

APPEARANCES

None

OLD BUSINESS

None

NEW BUSINESS

6A: 3837 Monona Drive -- On The Lake Condominium Association: Request to continue receiving solid waste and recycle collection services under the City contract, in violation of Chapter 3 of Monona City Code.

Alderperson Thomas stated that the committee is reviewing the matter and will decide whether or not to recommend a change of the Solid Waste Disposal & Recycling Code. Director Stephany provided a summary of the association request to continue receiving the residential curbside solid waste and recycling collection service under the City's contract with Veolia Environmental. Current City Code states that multi-family units with nine units or greater will have to contract privately for these services. Allowing the association to continue to receive these services will require a change in the City Code. Director Stephany stated that approximately 17 businesses and non-profits have received the same notification as the condominium associations.

The City has been aware of this situation since December. As part of the new contract with Veolia, they were required to come up with a new master list of properties that are serviced by the City contract. The two associations are still being serviced until a decision has been made on this issue.

Mr. Turino asked if there was any advantage for the City to have a separate category to provide solid waste and recycle collection services for business and large multi-family units for which they would be billed, for better economies of scale with regards to volume collected. Alderperson Thomas stated this could be a topic to discuss when we review the 2013 budget.

A motion by Mr. Podell, seconded by Ms. Busse was made to not alter the City Code, and that the City will no longer provide service to the association after a reasonable time for their transition, was carried.

6B: 3905 Monona Drive -- Lakeside Terrace Condominium Association: Request to continue receiving solid waste and recycle collection services under the City contract, in violation of Chapter 3 of Monona City Code.

A motion by Mr. Podell, seconded by Ms. Busse was made to not alter the City Code, and that the City will no longer provide service to the association after a reasonable time for their transition, was carried.

6 C: Consider replacing the Yield sign with a Stop sign on Bridge Street at Panther Trail – Residents at 505 Panther Trail appeared at the April 16, 2012 City Council meeting to request a Stop sign be installed in place of the current Yield sign due to cars driving through the intersection and entering their property causing damage. There is no history of vehicle/vehicle crashes at this location. Director Stephany reviewed the Manual on Uniform Traffic Control Devices (MUTCD) and determined the intersection is signed appropriately. Mr. Podell questioned if the double black arrow on yellow background is more appropriate. Alderman Speight questioned why a Stop sign is not already placed at the intersection compared to similar intersections in the City, as a Yield sign is not complete.

Information and guidance on the double black arrow with yellow background will be provided at the June 2012 meeting.

A motion by Ms. Busse, seconded by Mr. Podell to table this issue for future discussion, was carried.

7A: 2012 equipment purchase review – Director Stephany presented for review the snow plow truck chassis equipment package bid price, and the lawn mower bid price.

The City received equipment package bids from Burke Truck & Equipment for the price of \$61,710.25 and Monroe Truck Equipment for the price of \$54,426. The Monroe Truck Equipment bid did meet the requirements of our specifications.

The City received bids for two replacement lawn mowers. Middleton Power Center provided the low bid of \$38,500 after trade-in.

Both bid items came in lower than the approved amounts in the 2012 Capital Budget.

7B: No update to the submitted written report.

7C: Future topics for discussion – update of the Water Utility Code – Title 9, Chapter 1; water disconnection policy; SCADA bid results; and generator project; appropriate bicycle signage

NEXT SCHEDULED MEETING: Wednesday, June 6, 2012.

ADJOURNMENT

A motion was made by Mr. Podell, seconded by Alderman Speight to adjourn was carried (7:45pm).

Daniel Stephany
Director of Public Works



12 PROPOSAL FORM

OWNER: Water SCADA System Upgrade – Phase 1
City of Monona
5211 Schluter Road
Monona, WI 53716

PROPOSER: Company: L.W. Allen Inc
Address: 4633 Tompkins Drive
City/State/Zip: Madison | WI | 53716
Telephone: 222-8622 Fax: 222-9414

Proposals Due: **May 23, 2012 @ Noon (12:00 P.M.)**

The undersigned PROPOSER proposes and agrees, if this Proposal is accepted, to enter into an agreement with the OWNER to furnish all labor, materials, tools and services required for the design and construction of the SCADA System Upgrade for the City of Monona, WI, hereafter referred to as PROJECT, all in accordance with the Proposal RFP Documents. The documents have been prepared using equipment per our selection. No exceptions will be allowed.

- A. This proposal remains valid for 60 days after the proposal due date shown above.
- B. In submitting this proposal, PROPOSER agrees to the following:
 1. PROPOSER has examined a copy of this Request for Proposal.
 2. PROPOSER is familiar with the extent and nature of the Request for Proposal, site, PROJECT, location, and all local conditions and legal and regulatory requirements that may affect cost, performance, progress or furnishing of the PROJECT.
 3. PROPOSER has included the required proposal security, performance and payment bonds.



Proposal Security

Accompanying this proposal is a certified cashier's check, Corporate Surety Bond in the amount of five percent of the total lump sum price made payable to the City of Monona, which will be held by the Owner until contract award is made or sixty (60) days after the proposal deadline, whichever occurs first. The undersigned agrees that this proposal will remain valid for sixty (60) days after the day of the proposal due date above.

Performance and Payment Security

A performance bond and payment bond in the total amount of the total lump sum price made payable to the City of Monona, will be required prior to award of the contract.

Retainage

One percent of the lump sum price will be retained by the City of Monona for a period of one year after final completion coinciding with the last of two follow-up system checks.

Warranty

By signing this Proposal Form, the undersigned guarantees workmanship, equipment, materials for a period of one year after final acceptance by the OWNER.

Time of Completion

The undersigned agrees, if awarded this contract, to expedite this project to complete all work in accordance with the following schedule. Time is of the essence, if the project is not completed by the final completion date, the system supplier shall pay the City of Monona \$500.00 per day until the project is complete.

120 consecutive calendar days for substantial completion from the Notice to Proceed date

150 consecutive calendar days for final completion from the Notice to Proceed date.



Base Cost

PROPOSER will complete the Water Utility SCADA Upgrade for the following lump sum price:

Words: Fifty Nine Thousand Eight Hundred Dollars Figures: \$ 59,800.00

Acknowledgement of Addenda

Addendum ___ through ___ Acknowledged None

Signature

Submitted, signed and sealed this 23 day of May, 2012

PROPOSER FIRM: L.W. Allen Inc

ATTEST: Mary Ann Nicholson

By: Michael J. Baird

Name & Title: Mary Ann Nicholson
Staff Accountant

Name & Title: Mike Bewick - Vice President



12 PROPOSAL FORM

OWNER: Water SCADA System Upgrade – Phase 1
City of Monona
5211 Schluter Road
Monona, WI 53716

PROPOSER: Company: Energenecs, Inc.
Address: W59 N249 Cardinal Avenue
City/State/Zip: Cedarburg / WI / 53012
Telephone: 262-377-6360 Fax: 262-377-1515

Proposals Due: **May 23, 2012 @ Noon (12:00 P.M.)**

The undersigned PROPOSER proposes and agrees, if this Proposal is accepted, to enter into an agreement with the OWNER to furnish all labor, materials, tools and services required for the design and construction of the SCADA System Upgrade for the City of Monona, WI, hereafter referred to as PROJECT, all in accordance with the Proposal RFP Documents. The documents have been prepared using equipment per our selection. No exceptions will be allowed.

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120 consecutive calendar days for substantial completion from the Notice to Proceed date

150 consecutive calendar days for final completion from the Notice to Proceed date.



Base Cost

PROPOSER will complete the Water Utility SCADA Upgrade for the following lump sum price:

Words: One Hundred Thirty Four Thousand, Seven Hundred Fifty Figures: \$ 134,750

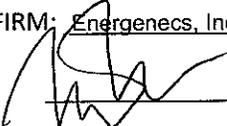
Acknowledgement of Addenda

Addendum N/A through N/A Acknowledged

Signature

Submitted, signed and sealed this 23rd day of May, 2012

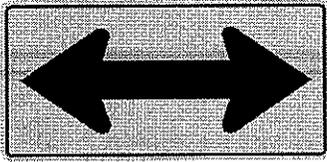
PROPOSER FIRM: Energenecs, Inc.

By:  _____

Name & Title: Jared Feider, President

ATTEST:  _____

Name & Title: Doralee Piering, Office Manager



W1-7

Manual on Uniform Traffic Control Devices - MUTCD

Section 2C.47 Two-Direction Large Arrow Sign (W1-7)

Standard:

- 01 The Two-Direction Large Arrow (W1-7) sign (see Figure 2C-9) shall be a horizontal rectangle.
- 02 If used, it shall be installed on the far side of a T-intersection in line with, and at approximately a right angle to, traffic approaching from the stem of the T-intersection.
- 03 The Two-Direction Large Arrow sign shall not be used where there is no change in the direction of travel such as at the beginnings and ends of medians or at center piers.
- 04 The Two-Direction Large Arrow sign directing traffic to the left and right shall not be used in the central island of a roundabout.

Guidance:

- 05 *The Two-Direction Large Arrow sign should be visible for a sufficient distance to provide the road user with adequate time to react to the intersection configuration.*

48" x 24"

POLICY ON WATER DISCONNECTS
Failure to Pay for Service
June, 2012

DRAFT

The purpose of this policy is to establish guidelines which are to be followed in a uniform manner, exercised consistently, and in accordance with the rules of the Public Service Commission.

As an example: Payments are due on the 20th of the month following the month of the billing, i.e., a billing issued on September 17th is due on October 20th.

At the point of no less than ten (10) days having elapsed past the due date, the following may occur:

Section A - Written Disconnection Notices

1. A written notice, requiring a response within 10 days, is sent to the resident or landlord/tenant of the delinquency and payment plan options. (The municipality will attempt to collect 50% of the outstanding amount and set up installments to result in full payment prior to the next billing.)

Section B – Verbal Notices

1. Upon expiration of no less than an *additional* ten (10) days without a response to A-1 above, phone contact will be attempted with the resident or landlord/tenant to follow-up on the above-mentioned written notice. Inability to contact, or a failure to respond within this period, will advance the collection into an immediate phase of “Disconnection” and a letter will be mailed to the party(s) so advising. (The municipality will attempt to collect 50% of the outstanding amount and set up installments to result in full payment prior to the next billing.)
2. Any default of an agreement on the part of the “customer” or responsible party(s) will advance any delinquent balance into the “Disconnection” phase. (A default may also provide a basis for the City to not offer a deferred payment plan to the defaulting party in the future).

Section C – Disconnection

1. The administration at City Hall will provide the Department of Public Works (DPW) a listing of “disconnects” to be addressed on a timely basis.
2. DPW will alert the Police Department in advance of disconnections so that they may assist, as necessary.

3. DPW will not attempt to enter into further negotiations with a resident, tenant, or landlord on the payment of any amount, nor shall DPW collect any monies in full or partial settlement of a delinquent account. Matters of this nature will be referred to City Hall and dealt with appropriately.
4. Once on the scene to exercise a disconnection function, DPW shall follow through as planned, unless they are provided proof of a valid, up-to-date payment plan agreement. DPW will confirm this with City Hall through the most appropriate manner of communication available at the time prior to taking any action.

Section D – Reconnection

1. Once a disconnection takes place, the resident or current tenant must pay the appropriate fee in order to be reconnected (100% of outstanding charges plus reconnection fee, \$30.00 prior to 3:30pm and \$45.00 after 3:30pm). The City may not require a new tenant or landlord to pay a reconnection fee. Requests for reconnection that cannot be met by 5:00 pm will be addressed the next business day, as the City Hall Administrative section will be closed.

Note, from 3:30pm to 5:00pm will require a utility staff person to be on standby which will result in 1.5 hours of scheduled overtime per Article 19, 5A of the union contract, on the scheduled disconnect date.

Section E – Continued occupancy during a Disconnection period

1. Should the City of Monona be made aware that a disconnected residence remains occupied for a period of three (3) days, the matter will be referred to Building Inspector/Code Enforcement Officer. Should the Building Inspector/Code Enforcement Officer determine that the residence is uninhabitable due to no water and sewer service, the residence may be placarded which will involve restrictive use for occupancy until the delinquency is resolved.

City of Monona
Building Inspector/Code Enforcement Officer
222-2525

2. In rental units the landlord is ultimately responsible. Every effort is made by the City to collect from the tenant and keeping landlords informed of action being taken. Landlords are encouraged to protect their own interests in a manner they see fit for each situation. It is not the City's responsibility to dictate to landlord's how they should deal with their tenants.
3. A tenant, vacating a premise, with a balance due will not be allowed utility services at another premise until the prior bill is paid in full. A balance from one residence will not be allowed to be carried over to the next.

PSC 185.37 Disconnection and refusal of service.

(1) (a) In no circumstances shall the cumulative time before notice of disconnection be less than 20 days after the date of issuance of the bill. An account may be deemed delinquent for the purpose of disconnection after such period has elapsed.

(b) At least 10 calendar days prior to disconnection, the utility shall give a written notice of disconnection upon a form approved by the commission and which conforms to the requirements of sub. (1) unless excepted elsewhere.

(c) When a customer, either directly or through the commission, disputes a disconnection notice, the utility shall investigate any disputed issue and shall attempt to resolve that issue. During this investigation, utility service shall not be disconnected over this matter.

(d) If a disputed issue cannot be resolved pursuant to s. PSC 185.39 (1), the utility shall inform the customer of the right to contact the commission.

(1m) Prior to disconnecting a jointly-metered property containing more than one rental dwelling unit and where service is in the property owner's or manager's name, the utility shall first make an attempt to transfer the debt to the property owner's or manager's residence or office service. If a transfer is permitted under sub. (7) (a) the utility shall pursue available collection efforts at the owner's or manager's property prior to disconnecting the jointly-metered property.

(2) Utility service may be disconnected or refused for any of the following reasons:

(a) Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement (see s. PSC 185.38); (am) Delinquency in payment for service received by a previous account holder or customer at the premises to be served, if an account is transferred to a new account holder or customer and the previous account holder or customer continues to be an occupant of the dwelling unit to be served.

(b) Failure to pay for an outstanding account balance with the utility owing at a previous address and for which there is no agreement or arrangement for payment and it is not in dispute but remains outstanding;

(c) Failure to comply with deposit or guarantee arrangements as specified in s. PSC 185.36 or 185.361;

(d) Diversion of service around the meter;

(e) Refusal or failure to permit authorized utility personnel to read the meter at least once every 4 months where the utility bills monthly or bimonthly, or at least once every 9 months where the utility bills quarterly or less frequently than quarterly. The 4- or 9- month period begins with the date of the last meter reading;

(f) Refusal or failure to permit authorized utility personnel access to the base meter;

(g) Violation of the utility's rules pertaining to the use of service in a manner which interferes with the service of others or to the operation of nonstandard equipment, if the customer has first been notified and provided with reasonable opportunity to remedy the situation;

(h) Failure to comply with Wisconsin statutes, commission rules, or commission orders pertaining to utility service;

(i) Failure to pay costs or fees incurred by and awarded to the utility by a court of law, for pursuit of collection of bills, or failure to pay extraordinary collection charges as allowed and specified in the utility's tariffs filed with the commission;

(j) Failure to comply with the utility's rules or if the customer uses a device that unreasonably interferes with communications or signal services used for reading meters;

(k) Failure of an applicant for utility service to provide adequate verification of identity and residency, as provided in sub. (5) (a);

(L) Failure of an applicant for utility service to provide the information set forth in ss. PSC 185.33 (18) (a), (b) and (c).

(3) A utility may disconnect utility service without prior notice where a dangerous condition exists for as long as the condition exists. Upon disconnection, the utility shall provide a written explanation of the dangerous condition.

(4) Service may be discontinued with a written 24-hour notice for nonpayment of a bill covering surreptitious use of water.

(5) (a) Any one of the items under subd. 1. or any 2. of the items under subd. 2. shall constitute adequate verification of identity and residency, although a utility may accept other forms of verification:

1. Photo identification card, driver's license, or U.S. military card;
2. Social security card, birth or baptismal certificate, or letter of identification from a social service agency or employer.

(b) An applicant denied or refused service because of this subsection shall be informed in writing of the opportunity to dispute the matter through the commission, and shall be provided with the address and telephone number of the commission.

(6) A public utility may disconnect residential utility service, without notice, where it has reasonable evidence that utility service is being obtained by potentially unsafe devices or potentially unsafe methods that stop or interfere with the proper metering of the utility service.

(7) (a) Account arrears incurred by an owner or property manager for rental residential dwelling units may be transferred, without regard to class of service, to the home or office account of the owner or property manager.

(b) The utility shall send written notice of the planned transfer of the account arrears to the owner or property manager prior to making the transfer.

(c) If the transferred account arrears remain unpaid, the utility may disconnect the owner's or property manager's residence or office service, provided that the utility complies with the disconnection provisions of s. PSC 185.37.

(8) Utility service may not be disconnected or refused for any of the following reasons:

(a) Nonpayment of a delinquent account over 6 months old where collection efforts have not been made within that period of time unless the passage of additional time results from other provisions of this chapter or from good faith negotiations or arrangements made with the customer;

(b) Failure to pay for merchandise or charges for nonutility service billed by the utility, except where authorized by law as in s. PSC 185.33 (1) (h);

(c) Failure to pay for a different type or class of utility service, except as provided by sub. (7) (c);

(d) Failure to pay the account of another customer as guarantor of that account;

(e) Failure to pay charges arising from any underbilling occurring more than one year prior to the current billing;

(f) Failure to pay an estimated bill other than a bill rendered pursuant to an approved billing tariff or the customer upon request refuses to permit the reading of the meter during normal business hours;

(g) For the intentional removal or eviction of a tenant from rental property;

(h) The utility may not disconnect service in affected counties when a heat advisory, heat warning, or heat emergency issued by the national weather service is in effect. A utility shall make reasonable attempts to reconnect service to an occupied dwelling that has been disconnected when an occupant states that there is a potential threat to health or life that results from the combination of the heat and loss of service. The utility may require that an occupant produce a licensed physician's statement or notice from a public health, social services, or law enforcement official which identifies the medical emergency for the occupant. Upon expiration of the heat advisory, heat warning, or heat emergency, the utility may disconnect service to a property that was reconnected during this period without further notice if an appropriate payment arrangement has not been established.

(8m) If the utility is provided notice that there are extenuating circumstances, such as infirmities of aging, developmental, mental or physical disabilities, the use of life support systems, or like infirmities incurred at any age, or the frailties associated with being very young, the utility shall take these circumstances into

consideration and ensure compliance with s. PSC 185.37 (10) prior to disconnecting service.

(9) Residential water utility service to an occupied dwelling may not be disconnected during the period November 1 to April 15 if the water service is a necessary part of a dwelling's heating system.

(10) (a) Notwithstanding any other provision of this section, a utility may not disconnect service or refuse to reconnect service to a residential customer if disconnection shall aggravate an existing medical or protective services emergency of the occupant, a member of the customer's family or other permanent resident of the premises where service is rendered and if the customer conforms to the procedures described in par. (b).

(b) A utility shall postpone the disconnection of service, or reconnect the service if disconnected, for 21 days to enable the occupant to arrange for payment, if the occupant produces a licensed Wisconsin physician's statement or notice from a public health, social services, or law enforcement official which identifies the medical or protective services emergency and specifies the period of time during which disconnection shall aggravate the circumstances. The postponement may be extended by renewal of the statement or notice. During this 21 days of service, the utility and occupant shall work together to develop resources and make reasonable payment arrangements in order to continue the service on a permanent basis. Further postponements may be granted if there is evidence of reasonable communication between the utility and occupant in attempting to make arrangements for payment.

(c) During the period service is continued under the provisions of this subsection, the customer shall be responsible for the cost of residential utility service. However, no action to disconnect that service shall be undertaken until expiration of the period of continued service. Any customer who is in this continued service category shall be admitted into appropriate and special payment plan programs the utility may offer.

(d) If there is a dispute concerning an alleged existent medical emergency, either party shall have the right to an informal review by the commission staff. Pending a decision after informal review, residential utility service shall be continued, provided that the occupant has submitted a statement or notice as set forth in par. (b).

(11) (a) A utility shall not disconnect service unless written notice by first class mail is sent to the customer or personally served upon a responsible party at least 10 calendar days prior to the first date of the proposed disconnection except as provided in subs. (3), (4), and (7). If the billing address is different from the service address, notice shall be posted at each individual dwelling unit of the service address not less than 5 days before disconnection. If access is not possible, this notice shall be posted, at a minimum, to all entrances to the building and in the lobby. The notice shall contain: 1) the date of the notice; 2) the proposed date of disconnection; and 3) that, if feasible, the occupants may apply to the utility to accept responsibility for future bills and avoid disconnection of service. Refusal or acceptance of the application for service is subject to those conditions set out in this chapter. If disconnection is not accomplished on or before the 20th day after the first notice date, a subsequent notice shall be left on the premises not less than 24 hours nor more than 48 hours prior to the disconnection unless the customer and the utility agree to extend the 20-day time period.

(b) The utility shall make a reasonable effort to have a personal or telephone contact with the residential customer prior to disconnection. If a contact is made, the utility shall review the reasons for the pending disconnection of service, and explain what actions shall be taken to avoid disconnection.

(c) The utility shall keep a record of these contacts and contact attempts.

(d) When a residential customer, either directly or through the commission, disputes a disconnection notice under s. PSC 185.37, the utility shall investigate any disputed issue and shall attempt to resolve that issue. During this investigation, utility service shall not be disconnected over this matter.

(e) If a disputed issue cannot be resolved, the utility shall inform the customer of the right to appeal to the commission.

(f) Disconnection notice shall be given on a form approved by the commission, and shall contain the following information:

1. The name and address of the customer and the address of the service, if different;
2. A statement of the reason for the proposed disconnection of service and that disconnection shall occur if the account is not paid, or if arrangement is not made to pay the account under deferred payment agreement, or if other suitable arrangements are not made, or if equipment changes are not made. If disconnection of service is to be made for default on a deferred payment agreement, the notice shall include an explanation of the acts of the customer which are considered to constitute default;
3. A statement that the customer shall communicate immediately upon receipt of the notice with the utility's designated office, listing a telephone number, if the customer disputes the notice of delinquent account, if the customer wishes to negotiate a deferred payment agreement as an alternative to disconnection, if any resident is seriously ill, or if there are other extenuating circumstances, as the presence of infants or young children in the household, the presence of aged, or persons with disabilities in the household, the presence of residents who use life support systems or equipment or residents who have mental retardation or other developmental or mental disabilities;
4. A statement that residential utility service shall be continued for up to 21 days during serious illness if the account holder submits a statement or notice pursuant to sub. (10);
5. A statement that the customer may appeal to the commission staff in the event that the grounds for the proposed disconnection or the amount of any disagreement remains in dispute after the customer has pursued the available remedies with the utility.

(12) Service shall not be disconnected on a day, or on a day immediately preceding a day, when the business offices of the utility are not available to the public for the purpose of transacting all business matters unless the utility provides personnel which are readily available to the customer 24 hours per day to evaluate, negotiate, or otherwise consider the customer's objection to the disconnection as provided under s. PSC 185.39, and proper service personnel are readily available to restore service 24 hours per day.

(13) Notwithstanding any other provision of this chapter, utility service may not be refused because of a delinquent account if the customer or applicant provides, as a condition of future service a deposit or guarantee, as governed by s. PSC 185.36, or a voucher agreement. If the guarantor has agreed to be responsible for payment of all future bills, the customer shall be notified of the billing arrangement and of the ability to reject the proposed arrangement.

History: Cr. Register, January, 1997, No. 493, eff. 2-1-97; CR 01-033: am. (1) (b), (2) (e) and (L), (8) (h), (9) and (11) (a), cr. (1m), (2) (am) and (8m), Register October 2001 No. 550, eff. 11-1-01.

PSC 185.38 Deferred payment agreement. (1) A utility is required to offer deferred payment agreements to residential accounts and encouraged to offer such agreements to other customers.

(2) Every deferred payment agreement entered into due to the customer's inability to pay the outstanding bill in full shall provide that service shall not be discontinued if the customer pays a reasonable amount of the outstanding bill, agrees to pay the remaining outstanding balance in installments, and agrees to pay the current bill by the due date.

(3) For purposes of determining reasonableness in sub. (2), the parties shall consider the customer's ability to pay, including the following factors:

- (a) Size of the delinquent account;
- (b) Customer's payment history;
- (c) Time that the debt has been outstanding;
- (d) Reasons why the debt has been outstanding;
- (e) Any other relevant factors concerning the circumstances

of the customer such as household size, income, and necessary expenses.

(4) A deferred payment agreement offered by a utility shall state immediately preceding the space provided for the customer's signature and in bold face print at least 2 sizes larger than any other print used, that:

- (a) You have the right to suggest a different payment agreement;
- (b) If you believe the terms of this agreement are unreasonable, DO NOT SIGN IT;
- (c) If you and the utility cannot agree on terms, you may ask the commission to review the disputed issues;
- (d) If you sign this agreement, you agree that you owe the amount due under the agreement;
- (e) Signing this agreement does not affect your responsibility to pay for your current service. Allowing any bill for current service to become delinquent places you in default of this agreement.

(4m) A utility that does not require a written deferred payment agreement shall communicate to the customer all points listed in sub. (4) except those pertaining to a signature when making the arrangement with the customer. A utility shall send written confirmation of a deferred payment agreement upon customer request. The commission may require a utility to use written deferred payment agreements if it has evidence that the terms of the agreements are not being effectively communicated to customers.

(5) A delinquent amount, including late payment charges covered by a deferred payment agreement, shall not be subject to an additional late payment charge if the customer meets the payment schedule, including the current bill required by the agreement. A deferred payment agreement shall not include a finance charge.

(6) If an applicant for utility service or current customer has not fulfilled terms of a deferred payment agreement and there has not been a significant change in the customer's ability to pay since the agreement was negotiated, the utility shall have the right to disconnect pursuant to disconnection of service rules (s. PSC 185.37) and under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

(7) Any payments made by a customer solely in compliance with a deferred payment agreement, and not as part of a payment for other utility services, shall first be considered as payment toward the deferred payment agreement with any remainder credited to the current bill. Payments made to satisfy a current bill for utility service, which may include a portion for a deferred payment agreement, shall be credited as set forth in s. PSC 185.33 (4).

(8) If a deferred payment agreement cannot be reached because the customer's offer is unacceptable to the utility, the utility shall inform the customer in writing why the customer's offer was not acceptable. **History:** Cr. Register, January, 1997, No. 493, eff. 2-1-97; CR 01-033: cr. (4m), Register October 2001 No. 550, eff. 11-1-01.

City of Monona – Department of Public Works

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DEPARTMENT PROGRESS REPORT

May 30, 2012

MONONA DRIVE RECONSTRUCTION

Phase I

- The spring 2012 landscape inspection has been completed, and the contractor has completed a few replacements. Trees that are distressed will be looked at again in the fall and replaced within the warranty. A final walk-through inspection will occur in the fall of 2012. We are reviewing the plantings in the rain garden at Monona Drive/Broadway intersection for warranty and other planting options.

Phase II

- The second phase of Monona Drive reconstruction encompasses the section of Monona Drive from Winnequah Road north to Cottage Grove Road. Reconstruction is now underway. For timely updates please see WWW.MYMONONA.COM. We will provide updates as we are made aware of the news, and after each progress meeting on Tuesday of each week.
- Foth Infrastructure and Environment is the engineering design consultant for the project.
- Pavement type will be asphalt as per recommendation in the Pavement Design report.
- The bid opening for Monona Drive Phase II was held on 2/14/2012. The low bidder was R.G. Huston, the same contractor as Phase I. The low bid was \$3,341,382. Homburg was the second low bid at \$3,742,220.
- The last Public Information meeting prior to construction was held on March 12, 2012 at the Monona Community Center.
- Phase II preconstruction meeting was held on March 29, 2012.

Phase III

- The third phase of Monona Drive reconstruction encompasses the section of Monona Drive from Nichols/Pflaum Road north to Winnequah Road, with construction tentatively set to occur in 2013.
- The Ad Hoc Monona Drive Advisory Committee last met May 18, 2012. Discussion items focused on the project schedule, deliverables, real estate acquisition, corridor lighting, and landscaping plan.
- We have coordinated an order with the City of Madison for two LED street lights to be installed on Monona Drive near Nichols Rd. The goal is to determine if the LED light provides adequate lighting compared to the standard street light in Phase I.
- Phase III is nearing 90% design. The utility coordination meeting was on April 17, 2012.

2011 STREET IMPROVEMENTS

- Streets included in the program are Tecumseh Avenue, Neponset Trail, Nishishin Trail, Nishishin Trail NE and Pocahontas Drive, and Oneida Park.
- The project is considered complete. Staff completed a warranty walk-through inspection with the engineer to create a punch list of items to be corrected. Most final punch-list items have been completed. Concrete repairs are scheduled for the week of May 28, 2012. Once the concrete repairs are completed the project will be considered complete.

2012 DREDGING PROJECT

- The City has received the Chapter 30 permit (good until 2013) from WDNR for the Belle Isle area channels of the project.
- Cove Circle lagoon is now part of the 2012 Dredging Project. The City has received the Chapter 30 permit for the Cove Circle lagoon from the WDNR.
- The City received bids for the project on February 9, 2012, with results posted on the City website.
- A dredging Public Information meeting was held Tuesday, February 28, 2012 to inform the affected property owners of the preliminary assessments, discuss the bids and project details. A public hearing to present the preliminary assessments and Engineers Report was held on March 19, 2012. The Council did approve the 2012 Dredging Project on March 19, 2012.
- The dredging project is scheduled to begin in September of 2012. Site preparation for sediment storage at Winnequah Park, just north of Nichols Road next to the blue park equipment, is scheduled to begin August 20, 2012.
- The City Council approved low bidder, Veit & Company at the April 16, 2012 Council meeting.

PUBLIC WORKS - OPERATIONS.

- The Yard Waste site at the public works garage opened on March 13th.
- Tree trimming ongoing throughout the spring and summer.
- Street sign maintenance, ongoing.
- Park maintenance activities, ongoing.
- Patching of potholes, ongoing as needed.
- Street sweeping has started for the 2012 sweeping season.
- Curbside brush chipping has started for the season.
- The annual Water Quality Report has been published in the Herald-Independent, and is posted on line.
- The annual CMAR report of the sewer utility collection system has been completed. It will be submitted to the WDNR upon acceptance of the Resolution by City Council.
- Spring flushing is now underway and should be completed by mid-June. Notice of our spring flushing was published in the Herald-Independent.

GIS MAPPING

- Phases I & II Layers: GIS Web training for public works and general staff is complete
- Phase III Scope: water and storm water layers will be further developed, images of all street improvement and utility project as-builts will also be added.
- Additional future layers may include additional Planning Dept. info, Monona Express/Lift routes, Bike Routes, PD & FD routes/statistics, and additional water services, meter data, and valve data.

MISCELLANEOUS PUBLIC WORKS MANAGEMENT AND ENGINEERING

- Lake Edge Sedimentation Basin – basin repairs are scheduled to be completed the summer of 2012. The section of damage on the adjacent private property will not be completed during the pond reconstruction due to current legal issues being addressed through the courts. The City of Madison will be placing the reconstruction plans out for bid on June 1, 2012, with repairs set to begin July 30, 2012.
- Phase I of the SCADA system upgrade bids have been received.
- We have asked for engineering proposals from our three contracted engineering firms for the four emergency stand-by generators, as approved in the 2012 capital budget. SCS BT Squared provided the lowest proposal for engineering services at \$15,655, which was approved by Administrator Marsh.
- Water Interconnect with City of Madison – SCS BT Squared will be completing the engineering for the connection on Industrial Drive. The price for engineering is \$2,610.
- Staff is currently working on completing the road maintenance list for 2012. We will focus mainly on road patching, crack sealing, infra-red repair, and City Hall parking lot maintenance.
- All 2012 Capital Budget equipment has been awarded and ordered except the Valve Exercising Trailer. We will proceed with this purchase in late summer 2012.
- Attached is the monthly breakdown of our solid waste and recycle collection program.

4. Requests from landlord's, realtor's etc. to have the placard removed will not be honored until the respective outstanding bill is paid in full by either the tenant, landlord, or realtor.
5. All of the above efforts are driven by the City working with customers, who are having difficulty making payments, out of respect for their various situations. However, the City must proceed with serving the best interests of the Utilities and its' customers.

Section F – New Connections

1. An existing resident who will be vacating the premises must notify City Hall to request a meter reading for the day of moving and provide a forwarding address and telephone contact number. An existing resident may not make any arrangement for a new incoming resident to change the name on the account.

Rev. 05/28/12

DRAFT

