



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final Utilities Committee

Tuesday, November 7, 2017

5:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[17-1731](#) Approval of the October 24, 2017 Utilities Committee Meeting minutes.

Attachments: [October 24, 2017 Utilities Committee Meeting minutes.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[17-1746](#) Approve Memorandum of Agreement with Wisconsin Department of Transportation for WIS 441/Oneida Street Stormwater Pond.

Attachments: [Util Memo Memorandum of Understanding 441 Pond Approval 11-01-2017 final FINAL WIS 441 Pond #5 MOA.pdf](#)

6. **Information Items**

[17-1732](#) Discuss the results of the stormwater management analysis and alternatives development for the Evergreen Drive and Alvin Street reconstruction project developed by McMahon Associates.

[17-1733](#) 2018-2019 Joint Chemical Consortium Quotation Awards

Attachments: [2018-2019 Chemical Award Memo to UC 110717.pdf](#)

7. **Adjournment**

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.

For questions on the agenda, contact Chris Shaw at 920-832-5945 or Paula Vandehey at 920-832-6474.



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Meeting Minutes Utilities Committee

Tuesday, October 24, 2017

5:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

Chairperson Dannecker called the Utilities Committee meeting to order at 5 p.m.

2. Roll call of membership

Present: 5 - Dannecker, Baranowski, Meltzer, Reed and Dvorachek

3. Approval of minutes from previous meeting

[17-1622](#)

Approval of the October 10, 2017 Utilities Committee Meeting minutes.

Attachments: [October 10, 2017 Utilities Committee Meeting Minutes.pdf](#)

Baranowski moved, seconded by Meltzer, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 5 - Dannecker, Baranowski, Meltzer, Reed and Dvorachek

4. Public Hearings/Apearances

5. Action Items

[17-1625](#)

Award contract to Patrick Engineering for design and engineering services for the Wastewater Plant Electrical Distribution Feasibility Study and Master Plan project for a contract of \$114,540.

Attachments: [2017 Wastewater Electrical Distribution Phase one design.pdf](#)

Baranowski moved, seconded by Meltzer, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Dannecker, Baranowski, Meltzer, Reed and Dvorachek

6. Information Items

[17-1628](#)

Discussion of 2018 Executive Budget.

Attachments: [2018 Water.pdf](#)
 [2018 Wastewater.pdf](#)
 [2018 Stormwater Utility from DPW.pdf](#)

This item was presented.

[17-1632](#)

Monthly Reports for July, August, September 2017

- Wastewater Treatment Plant Synopsis and Receiving Station Revenue Report
- Water Treatment Facility Synopsis
- Water Distribution and Meter Team Monthly Report - September

Attachments: [2017 AWTP Q3 Synopsis.pdf](#)
 [2017 AWTF Q3 Synopsis.pdf](#)
 [Water Meter Team Reports September.pdf](#)

This item was presented.

7. Adjournment

**Baranowski moved, seconded by Dvorachek, that the be adjourned at 5:13 p.m.
Roll Call. Motion carried by the following vote:**

Aye: 5 - Dannecker, Baranowski, Meltzer, Reed and Dvorachek

Department of Public Works – Engineering Division

MEMO

TO: Utilities Committee

FROM: Paula Vandehey, Director of Public Works
Sue Olson, Staff Engineer
Pete Neuberger, Staff Engineer

DATE: November 1, 2017

RE: Approve Memorandum of Agreement with Wisconsin Department of Transportation for WIS 441/Oneida Street Stormwater Pond

The Department of Public Works is requesting approval of the Memorandum of Agreement with Wisconsin Department of Transportation for WIS 441/Oneida Street Stormwater Pond.

Because the pond provides water quality and peak flow control benefits to both WisDOT and the City of Appleton, DPW has negotiated an agreement with WisDOT that would cover the construction and long term maintenance of the pond. In summary, the agreement states that WisDOT is responsible for the initial construction cost of the pond, and the City of Appleton is responsible for routine maintenance of the pond. Furthermore, the agreement establishes that pond dredging would be cost-shared between the City and WisDOT, with the costs pro-rated based on contribution of Total Suspended Solids (TSS).

Benefits of the pond include peak flow control and stormwater runoff quality improvement, which will help the City meet its responsibilities under NR216.

A copy of the Memorandum of Agreement is attached.

Memorandum of Agreement for Stormwater Detention Pond Construction and Maintenance
between
City of Appleton and Wisconsin DOT
10/16/2017

Project ID 1517-07-04 & 1517-75-73
USH 10 – USH 10/STH 441
USH 10
Winnebago County

Introduction

This Memorandum of Agreement (MOA) documents decisions and responsibilities agreed to by the Wisconsin Department of Transportation (Department); and the City of Appleton (Municipality); through each agency undersigned duly authorized officers or officials.

The purpose of the MOA is to specify:

- Construction responsibilities of the Department
- Repair responsibilities of all parties
- Maintenance responsibilities of all parties
- Land ownership responsibilities of all parties
- Land use change responsibilities of all parties

Project Concepts

As part of the US 10/ WIS 441 Tri-County Expansion Project, under construction project ID 1517-75-73 (the “Project”), which is currently scheduled to be completed by October of 2019 the Department will construct a stormwater detention pond and related stormwater management facilities, as more fully described herein (the “Detention Pond”) near the northwest quadrant of the WIS 441 / US 10 (Oneida St) interchange in order to meet Wisconsin Department of Natural Resources (DNR) stormwater quality requirements.

The Municipality expressed interest in the Detention Pond and recognizes a cost savings would result from the additional stormwater quality improvement on the watershed within their boundaries that would be treated at the Detention Pond. This will reduce or eliminate their need to construct separate stormwater pond in the area or construct more costly measures such as biofilters or underground storage. Hence, the municipality is willing to perform routine maintenance of the Pond at no cost to the Department.

WisDOT Detention Pond Construction Responsibilities

The Department shall complete construction of the Detention Pond, with the exception of final planting, funded 100% by the Department to provide a greater than 80 % total suspended solids (TSS) reduction in accordance with the current WinSLAMM computer model and current Wisconsin Department of Natural Resource guidance documents. The Department shall be responsible for securing any additional right-of-way and other property owner approvals necessary to construct and maintain (for both the Department and Municipality) the Detention Pond covered by this MOA. The Department shall construct the herein described Detention Pond as part of the Project.

The Department will provide the Municipality with final design quantity and quality computer models and any associated maps/documentation for the Detention Pond

The Department shall provide as-built plans to the Municipality and demonstrate that it was constructed and performs as intended under the project plans and specifications, and the terms of this Agreement, following completion of the Detention Pond.

Municipal Detention Pond Construction Responsibilities

The Municipality shall be solely responsible for completing the final planting and management of the planting establishment period at the Detention Pond after completion of other construction by the Department.

Detention Pond Repair Responsibilities

The Department shall be responsible for the reconstruction or repair of the Detention Pond in the event of a catastrophic flood, failure, or substantial destruction of the Detention Pond at its sole cost and expense during and after the construction of the Project. This includes any necessary replacement of pipe, inlets, manholes, or endwalls and the repair and replacement of backflow preventers.

Municipal Detention Pond Maintenance Responsibilities

Once construction of the Project is complete, the Municipality agrees to provide future maintenance of the Detention Pond at their sole cost and expense to ensure that the Detention Pond operates properly. The Municipality agrees to provide for all regular operation and maintenance of the Detention Pond.

Operation and maintenance activities include, but are not limited to, the following:

1. Mowing and trimming of vegetation around the Detention Pond.
2. Regular inspection of the Detention Pond embankments, discharge pipe, and ditches for wear and damage. Copies of inspection reports will be provided to the Department if requested.
3. Perform any repairs that do not require replacement of pipes, inlets, manholes, endwalls, or check valves.
4. Confirm every five years that the Detention Pond is operating effectively and achieving the required stormwater quality and total suspended solids (TSS) reduction of greater than 80% in accordance with the current WinSLAMM computer model and current Wisconsin Department of Natural Resource guidance documents.
5. Vegetation & Noxious Weeds Management of the Detention Pond
6. Algae management of the Detention Pond
7. Erosion Control of the Detention Pond
8. Nuisance wildlife management of the Detention Pond
9. Mosquito Control of the Detention Pond
10. Work or maintenance that may be necessary to maintain reasonable ingress and egress to the Detention Pond site.

The Municipality will take over routine maintenance of the pond in September of 2019 after the Department's contractor completes construction.

WisDOT Detention Pond Maintenance Responsibilities

The Department will be responsible for ownership, operation, and maintenance of pipes, inlets, manholes, endwalls, or check valves that tie into the pond but are located outside of the pond berm.

The Department also agrees to provide for dredging of soil and debris accumulation from the pond and main sedimentation basin such that the pond continues to improve storm water quality of the area runoff. The Department agrees to take ownership of any dredged material and will dispose or manage the material as required under Chapter NR 528 of the Wisconsin Administrative Code. The cost share for this dredging shall be split between the Municipality and the Department based on estimated TSS loading generated as shown in the table below. The cost share between the Department and the Municipality shall be apportioned to the Department for 32% of the dredging costs and the Municipality for 68% of the dredging costs. The Department's participation in such costs is subject to the availability of funding.

Estimated Annual TSS Load Generated (LBS)			
Pond	City of Appleton	WisDOT	Total
5	24,569	11,453	36,022
	68%	32%	100%

Detention Pond Underlying Land ownership

Following construction of the detention pond, the Municipality agrees to give ownership of the portion of the Detention Pond built on the Municipality-owned parcel so that pond ownership is not split between Municipality and Department right-of-way. Attached as Exhibit A is the legal description of the Municipal Property upon which a portion of the Detention Pond will be built (herein the "Municipal Property"). Upon completion of the Detention Pond, the City of Appleton will draft a legal description providing for the transfer of sufficient real estate from the Municipal Property to accommodate the Detention Pond, access for maintenance and improvement of the Detention Pond as required under this Agreement, and for any other reasonable requirements the Department deems necessary. The transfer of the Detention Pond and underlying real estate shall occur 60 days after written notice by the Department that the Detention Pond is complete. This transfer will occur at no cost to the Department and is subject to applicable Wisconsin law.

Terms Survive Transfer

The terms of this Agreement shall survive the Detention Pond transfer of ownership from the Municipality to the Department. All terms and rights in this Agreement shall remain in full force and effect after such transfer for so long as the Detention Ponds are used.

Department Rights

In the event the Municipality fails to adhere to their obligations described in this Agreement, the Department may, but shall not be obligated to, complete any needed repairs or maintenance to the Detention Pond that the Department determines in its sole and reasonable discretion, are necessary for the proper operation of said Detention Ponds. The Municipality agrees that if the Department incurs costs because of the Municipality's failure to adhere to the obligations in this Agreement, the Department has the right to set off such amounts from any other amounts owed by the Department to the Municipality.

Land Use Changes Affecting Stormwater Runoff

The Department and the Municipality will re-evaluate land use within the Detention Pond drainage basin a minimum of every 5 years and if either the Department or the Municipality become aware of any proposed significant land use changes within the associated Detention Pond drainage basin, all parties agree to cooperate to try and minimize the potential for additional runoff that might cause the pond to

provide less than 80% TSS reduction. The Municipality agrees that any repair, construction, or maintenance of the Detention Pond required as a result of surrounding land use changes shall be undertaken at their sole cost and expense.

Approval of Memorandum of Agreement

This Agreement is made by the undersigned under proper authority to make such Agreement for the Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Additional Costs

Nothing in this Agreement referencing costs that could be or will be incurred by the Municipality is intended to limit the Municipal's ability to pass said costs on to others as within their authority.

Miscellaneous Provisions

- a. This Addendum and Agreement supersedes any other previous agreement(s) between the Parties.
- b. The parties executing this Agreement represent and warrant that each have the authority for their respective parties to undertake the obligations contained in this Agreement. This Agreement is effective on the date the document is duly executed by all Parties hereto. This Agreement will be null and void if not duly executed by all signatories by _____, 2017.
- c. This Agreement may be executed in counterparts, and when taken together, shall be deemed one Agreement.
- d. This Agreement shall be construed according to the internal laws of the State of Wisconsin.
- e. The provisions of this Agreement are intended to be enforceable between the Parties and the Parties' respective successors and assigns. Nothing herein shall limit the statutory obligations and privileges of WisDOT, and nothing in this Agreement shall prevent WisDOT from revising or revoking any permitted access points should the terms of this Agreement be breached or as otherwise permitted by law.
- f. In the event of a dispute, the Parties shall meet and attempt to resolve the dispute informally. In the event any terms of this Agreement are violated, WisDOT may take action to enforce its rights under this Agreement through judicial proceeding or other method of dispute resolution.
- g. This Agreement shall be recorded in a manner agreed to by all parties, to ensure all affected parties have full and equal access to this Agreement.

Signed for and in behalf of the City of Appleton:

_____ Signature	_____ Title	_____ Date
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Signature

Title

Date

Signature

Title

Date

Signed for and in behalf of the Wisconsin Department of Transportation:

Printed Name

Title

Date

Signature



"...meeting community needs...enhancing quality of life."

Department of Utilities
Water Treatment Facility
2281 Manitowoc Road
Menasha, Wisconsin 54952 – 8924
920 – 997 – 4200 tel.
920 – 997 – 3240 fax

TO: Chris Shaw, Utilities Director
FROM: Kristy Veldman, Admin Support Specialist
DATE: October 20, 2017
RE: 2018-2019 Joint Chemical Consortium Quotation Awards

The process for 2018-2019 chemicals used amongst the Appleton Water Facility (AWTF), the Appleton Wastewater Treatment Plant (AWWTP), and the Neenah Water Utility (NWU) treatment chemicals was completed in October. A joint chemical consortium RFQ process was completed in an effort to achieve more competitive quotes. Below are the recommended chemical quote awards. The low quoters have been notified to provide product beginning January 1, 2018.

2018-2019 Joint Chemical Consortium Quotation Awards

Chemical	Company	2018 Cost Per LB	2017 Cost @ AWTF	2017 Cost @ AWWTP	2017 Cost @ NWU
Aqua Ammonia	Brenntag Great Lakes	\$0.244	\$0.2755	NA	NA
Carbon Dioxide	Airgas USA LLC	\$0.0495	\$0.048	NA	\$0.048
Ferric Chloride	Kemira Water	\$0.098	NA	\$0.093	NA
Ferric Sulfate	Kemira Water	\$0.089	\$0.086	NA	\$0.086
Fluoride (Hydrofluorsilic Acid)	Hawkins Brenntag Great Lakes	\$0.255 NWU \$0.2128 AWTF	\$0.2820	NA	\$2130.43
Lime (Calcium Oxide)	Graymont Lime	\$0.079 NWU \$0.077 AWTF	\$0.0750	NA	\$0.0765
Muriatic Acid	Milport	\$1.65 AWTF \$0.35 AWWTP	\$1.50	\$0.25	NA
Potassium Permanganate	Hawkins	\$2.9948	\$2.9548	NA	NA
Powder Activated Carbon	Jacobi Carbon	\$0.545	\$0.56	NA	\$0.56
Sodium Bisulfite	Hydrite Chemical	\$0.15	NA	\$0.15	NA
Sodium Hypochlorite	Olin Chlor Alkali	\$0.0897	\$0.0825	\$0.0825	\$0.0825

Quotes were solicited from 63 vendors for 11 treatment chemicals. These chemicals are used by some or all of the three facilities. All quotes were received as price per pound of product as delivered. The term of the quotes is for calendar years of 2018 and 2019.

The process meets the requirements of the City of Appleton Purchasing Policy and successfully provided the lowest costs available for all the chemicals.