OFFICIAL NOTICE AND AGENDA

Kronenwetter Administrative Policy Committee (APC)
Kronenwetter Municipal Center
1582 Kronenwetter Drive, Kronenwetter WI 54455
Board Room (Lower Level)
Tuesday, July 11th 2016 – 5:30 P.M.

SPECIAL MEETING

This meeting will be held in conjunction with the Property Infrastructure Committee meeting.

1. Call meeting to order
   a. Roll Call
2. Public Input (15 minutes): *Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that there be a three minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.*
3. Discussion: Report on the Status of the Old Highway 51 Southern portion of the Bike Path
4. Discussion & Recommendation: Request for Budget Authority adjustment for Water Fund
5. Adjournment

Richard Downey
Village Administrator, Village of Kronenwetter

Posted: 07/07/2016 - Wausau Daily Herald, WAOW, WSAW, WSAU, Everest Herald, Mosinee Times, Kronenwetter Municipal Center, www.kronenwetter.org

Notice: It is possible that members of other governmental bodies of the municipality may be present at the above scheduled meeting to gather information 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.

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

MEETING DATE: 7/11/2016	REPORT TO APC	AGENDA ITEM # 3

PRESENTING COMMITTEE:	COMMITTEE CONTACT:	STAFF CONTACT: Richard Downey, Village Administrator	PREPARED BY: Richard Downey, Village Administrator

ISSUE: Discussion: Report on the Status of the Old Highway 51 Southern portion of the Bike Path

ISSUE BACKGROUND/PREVIOUS ACTIONS: At the June APC meeting one of the APC members requested a status update on the southern portion of the Old Highway 51 bike path project. Below is a summary of the project, a report on expenditures thus far, and the options for funding the project to completion.

This project spans from Kowalski Road and runs down the western side of Old Highway 51. The project was originally slated to be under construction in 2016, but due to a misunderstanding between the Wisconsin Department of Transportation and CN Railroad on the use of their right-of-way the project has been allowed by WisDOT to be moved back into 2017. As the committee may know originally the Village was granted the funds for this project in 2010. The project languished due to local staff turnovers. In 2014, the project was assigned to Duane Gau the Public Works Director. He has been working with engineers and property acquisition specialists from Becker & Hoppe since that time. The design was finalized but then had to be redrawn due to the Village being disallowed from using the CN railroad right-of-way. The project is now moving towards the final design phase with some final property acquisition in the works.

The total project estimated cost is $962,647. This is only for a bike path and no road resurfacing.

First, let's look at what the Village has spent thus far. The Village has currently spent $178,057 on engineering and design costs to this point with $34,977 being reimbursed by the state, thus the Village has spent $143,080 out of the Park fund to cover the costs for this project.

Past Expenses	178,057
- Reimbursements	34,977
Total Outlay as of Jan 1 2016	143,080

Option # 1	Total Project Cost	$	962,647
	2015 EIF Grant	$	(175,000)
	2010 WisDOT	$	(432,000)
	TID #2 Project Plan, Amendment #2	$	(263,000)
		$	92,647

For the total project, including the money we have already expended the project is estimated to be $962,647. The Village has received $432,000 from WISDOT for this project and has been awarded a grant from Marathon County in the amount of $175,000. The Village has also allocated in the revised Tax Increment District (TID) #2 plan $263,000 for bike paths in TID #2, leaving a total of $92,647 for the Village to pay out of either property tax levy or TID funds. I have detailed all of this as Option #1.

The Public works director has applied for two grants for this project and if either of them are granted then we have additional options for funding. The grants are <u>mutually exclusive</u> from one another, so if the Village is awarded one then the other one is not allowable.

The first is a Department of Natural Resources Stewardship grant for $245,934. The Village will hear about this funding in August 2016, and if the Village is awarded that grant then the Village can reduce the cost from TID #2 to $144,192, thus covering the entire project cost. This is detailed as Option #2.

Option # 2	Total Project Cost	$	962,647
	2015 EIF Grant	$	(175,000)
	2010 WisDOT	$	(432,000)
	TID #2 Project Plan, Amendment #2	$	(144,192)
	2016 EIF Grant	$	(211,455)
		$	-

Option # 3	Total Project Cost	$	962,647
	2015 EIF Grant	$	(175,000)
	2010 WisDOT	$	(432,000)
	TID #2 Project Plan, Amendment #2	$	(109,713)
	2016 Stewardship	$	(245,934)
		$	-

The second grant that was applied for was a second Marathon County Environmental Impact Fund grant in the amount of $211,455, which will be awarded in November of 2016. If this grant is awarded then the Village could reduce the funding from TID #2 to $109,713 covering the entire project. This is detailed as option #3.

If both funding sources fall through then the Village will have to decide if we want to levy for the $92,647 or take that money from TID #2. The TID funds here provides the Village some breathing room on the project. If the project does have cost overruns then that cost overrun can be covered by the TID.

This report is for discussion only and requires no action by either committee. For their information however I will be sending this report to the Village Board as well at their meeting on July 12th.

RECOMMENDED ACTION: This item is for discussion only.

COST/BENEFIT ANALYSIS and JUSTIFICATION
(attach separate spreadsheets or other documentation as applicable)

ITEMIZE ALL ANTICIPATED *COSTS* (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.)
See above.

ITEMIZE ALL ANTICIPATED *BENEFITS* (Subjective, Financial, Operational, Service-related, etc.)
Bike path from Maple Ridge to Kowalski will be installed.

FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/$ Remaining CFY
Varies, see above.

OTHER OPTIONS CONSIDERED:
Return the grant funding the Village has received thus far, and lose the money that the Village has already expended on this project.

TIMING REQUIREMENTS/CONSTRAINTS:
There is no timing constraint on this issue.

ATTACHMENTS (describe briefly):
None.

MEETING DATE: 7/11/2016	REPORT TO APC		AGENDA ITEM # 4
PRESENTING COMMITTEE:	**COMMITTEE CONTACT:**	**STAFF CONTACT:** Richard Downey, Village Administrator	**PREPARED BY:** Richard Downey, Village Administrator

ISSUE: Discussion & Recommendation: Request for Budget Authority adjustment for Water Fund

ISSUE BACKGROUND/PREVIOUS ACTIONS: At their June meeting the Property & Infrastructure Committee discussed moving forward with a study to be performed on the Village's water system to reduce the level of manganese in the water system. At that time, the PIC was informed that it would cost roughly $30,000 to have a study performed which would then lead the PIC to have better numbers for a long term solution for a filter system. The PIC then requested that the Administrative Policy Committee (APC) recommend that the Village Board approve a budget amendment in the amount of $30,000. When the issue was brought before the APC, the APC requested some more information on this project, as it was unclear if the project would be simply for Well #2 or for also Well #1, and what the $30,000 would be purchasing.

After speaking with the Operator in Charge, he has created a Request for Proposals (RFP) for this engineering study, and a draft of that RFP is attached. The RFP is only to have a consultant come in and then gather proposals from a number of firms to bring equipment on site and filter a small amount of water from Well #2. The consultant would analyze the results, would then recommend a solution to deal with the levels of minerals from Well #2 and would provide a better estimated cost for budgeting this project. The project does not study the water from Well #1, nor does it address water from a third Well. This is only a study of addressing issues with Well #2.

I would request that the APC make a motion to recommend that the Village Board approve budget authority in the amount of $30,000 for the Water Department engineering line item. The Village Treasurer would then include this amount in the quarterly budget amendment that we will be doing here later in the year.

RECOMMENDED ACTION: Make a motion to recommend that the Village Board approve a budget amendment for the Water Department engineering account in the amount of $30,000 for a water quality study on Well #2.

COST/BENEFIT ANALYSIS and JUSTIFICATION
(attach separate spreadsheets or other documentation as applicable)

ITEMIZE ALL ANTICIPATED *COSTS* (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.)
This would be a budget amendment request. In speaking to the Village's operator in charge he does not believe the cost for this work will exceed $30,000.

ITEMIZE ALL ANTICIPATED *BENEFITS* (Subjective, Financial, Operational, Service-related, etc.)
This would start the process of studying a system wide solution for the elevated manganese levels in Well #2.

FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/$ Remaining CFY
The funding for this budget amendment will come from unallocated funds of the Water Department. In speaking with the Village Treasurer, there are sufficient funds to cover this budget amendment.

OTHER OPTIONS CONSIDERED:
The Village could budget for this work to be done in the 2017 budget, but this would push the study back into 2017 and thus delay action on addressing this issue.

TIMING REQUIREMENTS/CONSTRAINTS:
I would request that the APC take action on this during the special July 11th meeting so that the Village Board can be sent a recommendation at their July 12th meeting.

ATTACHMENTS (describe briefly):
Draft RFP for Well 2 pilot plant study.

REQUEST FOR PROPOSAL

FOR ENGINEERING SERVICES

FOR CONDUCTING

WELL NUMBER 2 – PILOT TREATMENT PLANT TESTING

FOR

THE VILLAGE OF KRONENWETTER

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PROPOSALS DUE:

xxxxxxxxxxxx

1:00 PM CST

KRONENWETTER MUNICIPAL CENTER

1582 KRONENWETTER DRIVE

KRONENWETTER, WI 54455

INTRODUCTION

In 1996 the Town of Kronenwetter and the Kronenwetter Sanitary District No. 2 first provided water supply, water storage, water distribution and wastewater collection to approximately 700 customers in the "Evergreen Neighborhood". That area was generally bounded by CTH XX on the north (the Village of Rothschild border), CTH X on the east, Kowalski Road on the south and Tower Road on the west.

For a six year period between 1999 and 2005 private development projects and municipal projects dramatically expanded the service area east to Pleasant Drive, south to the City of Mosinee and westward to the Wisconsin River. Currently the customer base is nearly 2,100 services.

The water supply system consists of two gravel pack wells, each approximately 90 feet deep and each pumping approximately 700 gpm, one elevated 300,000 gallon storage reservoir and 58 miles of water main. Water pumpage records for 2015 are attached.

In the spring of 2005 there were several colored water events. Testing raw water samples from each well revealed a dramatic increase in manganese levels at Well No. 2, from the tests obtained several years prior. In January 2006 we began adding a polyphosphate to aid in the suspension of manganese in the water. The Mn levels are currently approaching 0.25 ppm.

Early in 2016 there was a rash of colored water events. Some were a result of construction activates, while others were random, without any corresponding disruptive activity within the water distribution system. Renewed testing showed the Mn levels had remained fairly consistent; however, Fe levels had jumped to the 0.55 ppm range.

The initial conclusion is that mineral accumulations over time and increased rates of accumulation due to the increasing mineral levels are being disturbed by not only high flows from events such as construction activity flushing , but also normal day to day flow variations in rate and direction. In response, the Village has implemented a UDF flushing program in the spring of the year and in 2016 will add a second fall flushing program. The current polyphosphate addition continues to be evaluated.

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PROJECT SCOPE

The Village is seeking professional engineering services to investigate alternate treatment processes and conduct a pilot treatment plant test at Well 2

The scope of work shall include at least the following.

1) Review available data on the construction and water quality from the well.

2) Review well water pumpage history.

3) Provide an initial letter report summarizing the treatment processes available, including the advantages and dis-advantages, to address the issues associated with central Wisconsin ground such as found in Kronenwetter Well No. 2. Any treatment process must produce a finished water quality below the secondary MCL for iron and manganese of 0.3 and 0.05 ppm respectively.

4) Solicit proposals from equipment manufactures to conduct a one to two week pilot plant test of the Well No. 2 water. The testing shall include evaluations of treatment alternatives such as air oxidation, potassium permanganate oxidation, ozone oxidation and/or other methods.

5) Monitor pilot testing and recommend as necessary variable changes to the alternate oxidant application levels, varying filtration rates for alternate oxidants and varying filtration media compositions for each alternate oxidant. Investigate utilization of inorganic chemicals to facilitate filtration.

6) Collect data on raw and treated water characteristics. Record effects of alternate oxidants, alternate application rate and variable filtration rates on the removal of iron and manganese. Collect data on the variable effects of the type of filter media, the effluent quality, filter run life and filter head loss.

7) Laboratory analyses shall be performed and records maintained on temperature, pH, total hardness, total alkalinity, phenolphthalein alkalinity, total dissolved solids, iron, manganese and TTHMP daily and/or as variables change.

8) A final report, at a minimum, must include the following, as appropriate for the analysis performed.

a) A narrative summary of the pilot plant testing procedures.

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b) Tables and charts of pertinent data and test results collected regarding water quality and other data as determined to be necessary for the analysis.

c) A recommendation of the optimum oxidation agent, type of filter media and size of equipment to treat 700 to 800 gpm.

d) A budget project cost (preliminary design, PSC approval, final design and construction) estimates for recommended facilities.

e) A preliminary estimate of annual operating costs.

e) The consultant shall provide an initial draft report pdf. When the draft report is accepted the consultant will provide 20 paper sets of the final report. The consultant will also provide a complete electronic PDF copy of the report narrative, tables, charts, figures and any appendices.

SCHEDULE

The proposals are due in the Clerk's office by 1:00 PM XXXXXX. The intent is to have the proposals initially screened by the Village staff and then reviewed by the Property & Infrastructure Committee (PIC) on XXXXXX, with final Village Board action XXXXXXX. At this time no consultant presentations are expected in the review process.

PROPOSAL

The proposal should describe your firm's experience and capabilities to provide the required analysis. The proposal must include the following minimum information.

1) Your firm's name, address, telephone number, web site address and contact person.
2) A statement of your interest in completing this project.
3) A general description of your understanding of the project and your firm's approach to the identified tasks. Include any concerns your firm may have with the proposed schedule and/or deliverables to be provided.
4) Discuss your firm's specific abilities and expertise to provide the required professional services.

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5) Identify the proposed project manager and the key personnel who will have significant roles on the project team. Provide detailed resumes. Discuss the professional registrations, specific abilities and expertise of the proposed project team.
6) Descriptions of not more than three related/similar projects/studies completed by the proposed project team. The information for the reference projects must include the following.
    a) Name of client/owner.
    b) Project/study name and date of completion.
    c) A contact name, telephone number and e-mail address.
    d) A brief description of the proposed project team's role in the project.
7) A description of fees necessary to cover the proposed scope of the project. Lump sum proposals are encouraged, fees for alternate or optional scopes as a consultant may determine to be necessary maybe included

Proposals shall be received in the Village Clerk's office by 1:00 PM XXXXXXXX

Questions may be directed to Mark Thompson, Utility Operator at mark@mtsllc.net, 715-571-2698. Written responses to questions received that impact the stated scope of work will be provided by Village staff to all firms solicited for the project.

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ENGINEERING SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made as of _____ by and between the VILLAGE OF KRONENWETTER (Village) and _____ (Consultant) which agree as follows:

SECTION 1: SERVICES TO BE PERFORMED

A. SCOPE OF SERVICES.

An investigation of treatment plant options for the elevated iron and manganese levels in Well 2.

B. COMPENSATION.

Consultant shall provide professional services through the agreed upon scope of work and are to be compensated on a base lump sum fee and for additional scope(s) of service as agreed to and as follows:

1) Base scope of services $_____.

2) Additional scope number __ - $_____.

3) Additional scope number __ - $_____.

C. PROFESSIONAL STANDARDS.

In conducting the services, Consultant will apply current professional judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The Village acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those servicers are rendered, and not according to later established standards.

D. CONSULTANT'S AUTHORIZED REPRESENTATIVE.

The Consultant shall designate a primary representative with respect to the services to be performed or furnished. Said person will have complete authority on behalf of Consultant to transmit instructions, receive information, and

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interpret and define Consultant's policies and render decisions for Consultant with respect to services. Alternate representatives proposed by Consultant or the Village shall be subject to the approval of the Village Administrator.

E. DATA, TEST RESULTS, PLANS, DRAWINGS, MAPS AND OTHER DOCUMENTS PRODUCED.

1. All documents developed as a result of this Agreement are instruments of service with respect to this project. The Village shall have the unrestricted right to make, retain, use, publish and/or provide to the public or any third party copies of any such documents for any purpose whatsoever as if the documents constituted work made for hire. It is expressly intended by the parties that no document which the Village has directly or indirectly paid Consultant to produce under this agreement shall be subject to any copyright or other protection from unlimited copying and use by the Village or persons acquiring the documents through the Village.

2. Consultant shall maintain copies of all plans, maps, reports, drawings, computations or other documents generated pursuant to this Agreement and make copies thereof available to the Village upon request. Digital copies shall be provided in any format requested by the Village at any time. Consultant shall not destroy its last remaining copy of any such document without first offering it to the Village for safekeeping.

SECTION II – VILLAGE RESPONSIBILITIES

A. VILLAGE RESPONSIBILITIES FOR PROJECT.

The Village, at its expense, shall do the following in a timely matter so as not to delay or hinder Consultant in its furnishing of services:

1. Furnish Consultant with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to this Agreement, upon request. Unless otherwise specified, Consultant may rely upon information furnished by the Village's authorized officers and employees without independent verification.

2. Schedule and properly notice public meeting. Assist with arranging other meetings deemed necessary for the implementation of projects. These

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meetings may include meetings with agencies, land owners, concerned citizens, etc.

3. Take reasonable steps to arrange for access to and make all provisions for Consultant to enter upon public lands as required for Consultant to perform its work under this Agreement.

4. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that significantly affects the scope or time of performance or furnishing of Consultant's services or any defect or nonconformance in Consultant's services or in the work of any Contractor.

5. Furnish data in the Village's possession prepared by others to Consultant relevant to any services rendered by this Agreement together with any existing professional interpretations of the foregoing.

6. Examine studies, reports, and other documents presented by Consultant, and render, in writing, decisions pertaining thereto.

7. Consultant shall not be responsible for the accuracy and completeness of data furnished by the Village, including, but not limited to, computations, record drawings, and maps furnished by the Village.

8. The Village agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as it may deem necessary for the project.

B. VILLAGE'S AUTHORIZED REPRESENTATIVE.

The Village's Authorized Representative under this Agreement shall be the Village Administrator, or his/her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to Consultant's services under this Agreement.

SECTION III – PERIOD OF SERVICES

A. TIMETABLE.

The services under this Agreement shall be completed according to a scope and schedule agreed upon by the Village and Consultant. However, the parties

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mutually agree as part of this Engineering Services Agreement that the following timetable shall apply to this project:

1) Preliminary draft of study

   Date: _____

2) Final Documents Completed:

   Date : _____

Any changes in the scope or schedule for completion shall require mutual written agreement between the Village and Consultant.

B. TERM OF AGREEMENT.

This Agreement shall commence as of the date set forth above, and shall expire on the date upon which the final documents for all parts of project are received by the Village.

C. TERMINATION OF AGREEMENT.

1. The obligation to provide further services under this Agreement may be terminated:

   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.

2. By Consultant upon seven days written notice if the Village has failed to pay for previous services rendered and its account is more than 90 days past due.

3. By Village effective upon the receipt of the Village's notice by Consultant.

   a. In the event of termination not based on Consultant's failure to perform, Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination based upon the

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reasonable values of such services performed to date. The basis for compensation set forth in this Agreement shall take precedence for any determination for the value of services performed.

SECTION V – GENERAL PROVISIONS

A. INSURANCE

Consultant shall maintain, throughout the term of this Agreement, insurance coverage for Worker's Compensation, General Liability, and Professional Liability with limits reasonably acceptable to the Village. Consultant shall provide the Village with a certificate of insurance upon request showing the required coverage.

B. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by a written agreement, duly executed by all parties.

C. INDEMNIFICATION

The Consultant hereby expressly agrees to indemnify and hold the Village and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of services pursuant to this Agreement. The Consultant further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Consultant for failure of the Village to perform under this agreement. The Consultant is not an agent or employee of the Village.

D. GOVERNING LAW.

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.

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E. DISPUTE RESOLUTION.

1. In the event a dispute shall develop between the Village and Consultant arising out of or related to this Agreement, the Village and Consultant agree to use the following process to resolve the dispute:

   a. The Village and Consultant agree to first negotiate all disputes between them in good faith.

   b. If the Village and Consultant are unable to resolve the dispute by negotiation as described above, the Village and Consultant agree to submit the dispute to non-binding mediation.

      1) The cost of any mediator shall be paid equally by the parties, and each party shall be responsible for its own legal and other costs of participating in the mediation.

      2) If the Village and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

F. SEVERABILITY

If any provision of this Agreement shall, under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

VILLAGE OF KRONENWETTER

XXXXXXXXXXXX, Village Board President

Date: _____

_____

CONSULTANT

By: _____

Date: _____

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