

# BOARD OF PUBLIC WORKS

City of Kaukauna  
**Council Chambers**  
Municipal Services Building  
144 W. Second Street, Kaukauna



Monday, October 17, 2022 at 6:00 PM

## AGENDA

1. Correspondence.
2. Discussion Topics.
  - a. Permission to allow St. Ignatius to sell Christmas trees in Farmer's Market Lot.
  - b. 2021 Annual Clearwater Sustainability Program Report to Heart of the Valley Metropolitan Sewerage District (HOVMSD).
  - c. Draft HOVMSD Memorandum of Understanding for Interceptor Project.
  - d. Public Works updates.
3. Closed Session.
  - a. Adjourn to Closed Session as per Wis. Stat. sec. 19.85 1(g) with respect to litigation in which it is or is likely to become involved.
  - b. Return to Open Session for possible action.
4. Adjourn.

## NOTICES

Notice is hereby given that a majority of the City Council will be present at the meeting of the Board of Public Works meeting scheduled for Monday, October 17, 2022 at 6:00 P.M. to gather information about a subject over which they have decision making responsibility.

**IF REQUESTED THREE (3) DAYS PRIOR TO THE MEETING, A SIGN LANGUAGE INTERPRETER WILL BE MADE AVAILABLE AT NO CHARGE.**

**City of Kaukauna**  
**Board of Public Works**  
JB/engr dept

**October 17, 2022**

**Agenda Item # 2b**  
**2021 Annual Clearwater Sustainability Program Report to HOVMSD**

**Background**

Member communities of the HOVMSD (Kaukauna, Kimberly, Little Chute, Combined Locks, and the Darboy Sanitary District) are required to file an annual Clearwater Sustainability Program report to the HOVMSD.

The City of Kaukauna's annual report is attached.

The intent of the annual report is to update the HOVMSD on the community's efforts toward maintaining a sustainable level of inflow and infiltration.

The governing body of each HOVMSD member community must review each year's annual report. A resolution stating that the governing body has reviewed and accepted the annual report is on the Common Council agenda tomorrow night.

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**Recommended Action**

Accept and place on file the City of Kaukauna 2021 Annual Clearwater Sustainability Program Report to HOVMSD.



# **Clearwater Sustainability Program**

## **2021 Annual Report to HOVMSD**

**October 17, 2022**



**Submitted By:**  
**Jeffrey Bodoh**  
**City of Kaukauna Engineering**

# **Clearwater Sustainability Program 2021 Annual Report**

## **CONTENTS**

- 1) CMAR
- 2) WDNR Response
- 3) Construction and Non-Construction I&I Reduction Projects
- 4) Local Ordinance Changes
- 5) CMOM Updates and Changes

## Section 1: 2021 CMAR

The City of Kaukauna submits a Compliance Maintenance Annual Report to Wisconsin DNR. Per Wisconsin DNR: Chapter NR 208, Wis. Adm. Code is more commonly known as the Compliance Maintenance Annual Report (CMAR) rule for publicly and privately owned domestic wastewater treatment works. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses its level of compliance with permit requirements.

This report provides the following information to help:

- Describes the management and physical condition of the wastewater treatment works during the previous calendar year.
- Assesses system performance and wastewater maintenance activities.
- Evaluates compliance with WPDES permit requirements
- Provides an objective analysis to determine whether a more detailed evaluation of the wastewater facility is needed.
- Identifies proposed actions necessary to maintain regulatory compliance.

City of Kaukauna has achieved an overall grade of "A" in 2021, which requires no formal corrective actions. A Resolution acknowledging that the report is complete and reviewed is required and was adopted by the Common Council. Recommended collection system response and an overall comment/action items from the Council acknowledging the need to continue improvements to City sanitary sewer collection system was approved. A copy of the 2021 CMAR is attached to this section.

# Compliance Maintenance Annual Report

**Kaukauna Sewage Collection System**

 Last Updated: Reporting For:  
 6/17/2022 **2021**

## Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <span style="border: 1px solid black; padding: 2px 20px;">William Van Rossum</span></p> <p>Telephone: <span style="border: 1px solid black; padding: 2px 20px;">(920) 766-6312</span> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <span style="border: 1px solid black; padding: 2px 20px;">wvanrossum@kaukauna-wi.org</span></p>													
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <span style="border: 1px solid black; padding: 2px 20px;">2021</span></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0												
<b>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</b>													
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <span style="border: 1px solid black; padding: 2px 20px;">2021</span></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>3.2.1 Ending Balance Reported on Last Year's CMAR</b></td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 35%; border: 1px solid black; text-align: right; padding: 2px;">5,661,171.00</td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">-</td> <td style="border: 1px solid black; text-align: right; padding: 2px;">\$ 126,617.00</td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: center;">\$</td> <td style="border: 1px solid black; text-align: right; padding: 2px;">5,534,554.00</td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="border: 1px solid black; text-align: right; padding: 2px;">\$ 3,141,848.00</td> </tr> </table>	<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	5,661,171.00	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	-	\$ 126,617.00	3.2.3 Adjusted January 1st Beginning Balance	\$	5,534,554.00	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$ 3,141,848.00	
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3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$ 3,141,848.00											



# Compliance Maintenance Annual Report

## Kaukauna Sewage Collection System

Last Updated: Reporting For:  
6/17/2022 2021

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*) -

\$ 2,483,659.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 6,192,743.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

2021 Sanitary Sewer Utility Budget, shows 2020 expenses. Detailed ledger is available upon request.

3.3 What amount should be in your Replacement Fund? \$ 1.00

0

Please note: If you had a CWWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Grignon Park and Riverside Park Sanitary Sewer Relay	500000	2022
2	Kenneth Ave Area Phase 2 of 2	900000	2022
3	Manhole Lining/Repair Project	50000	2022
4	Reaume Ave Area	950000	2023
5	Presidential Streets Phase 1 of 2	700000	2025
6	Presidential Streets Phase 2 of 2	800000	2026
7	Lift Station Force Main Upgrades	200000	2023
8	River Street Sanitary Sewer and Easement CIPP	150000	2024
9	Thilmany Interceptor	90000	2024
10	CE Lift Station Interceptor to KHS	400000	2023

## 5. Financial Management General Comments

None.

## ENERGY EFFICIENCY AND USE

## 6. Collection System

### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

### **COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations: 7

# Compliance Maintenance Annual Report

Kaukauna Sewage Collection System

Last Updated: Reporting For:  
6/17/2022 **2021**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	9,725	
February	10,425	
March	9,379	
April	9,931	
May	9,939	
June	9,305	
July	10,432	
August	10,916	
September	11,145	
October	9,216	
November	9,398	
December	9,416	
<b>Total</b>	<b>119,227</b>	<b>0</b>
<b>Average</b>	<b>9,936</b>	<b>0</b>

## 6.1.2 Comments:

Total and average kWh were down in 2021. 2020 = 129,223 Total and 10,769 avg.

## 6.2 Energy Related Processes and Equipment

### 6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☐ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

### 6.2.2 Comments:

None.

### 6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

# Compliance Maintenance Annual Report

**Kaukauna Sewage Collection System**

Last Updated: Reporting For:  
6/17/2022 **2021**

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

During the systematic upgrades to lift-stations, energy efficiency will be a determining factor for equipment choice. Pump selection for 10th Street Lift station included selection of an alternate pump model/style with increased efficiency.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Kaukauna Sewage Collection System

Last Updated: Reporting For:  
6/17/2022 2021

## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Specific 2021 Numerical Goals and Results are found in Appendix IV of City CMOM. A summary is attached.

Overall System Goals:

- 1) No sanitary sewer overflows
- 2) No basement back-ups due to lack of mainline maintenance
- 3) No infrastructure failure (street or sewer collapse) due to lack of maintenance
- 4) Maintain capacity for community and industrial growth within the City and HOVMSD interceptor
- 5) Review and update City Sewer Use Ordinance and maintain compliance with WIDNR and HOVMSD ordinances
- 6) Assist HOVMSD in implementation of a FOG control program.
- 7) Continue to identify and eliminate illegal sump pump discharges, cross connections, and other illicit connections.
- 8) Design and implement an on-going sewer condition evaluation program
- 9) Maintain an adequate budget to perform necessary maintenance of sewer system
- 10) Maintain and update records to ensure accurate and efficient data management

Did you accomplish them?

- Yes
- No

If No, explain:

Experienced 1 basement back-up in 2021 - related to system maintenance. We believe the change in maintenance schedule for this area will prevent future backups.

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Municipal Ordinance - Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2021-12-07



# Compliance Maintenance Annual Report

**Kaukauna Sewage Collection System**

 Last Updated: Reporting For:  
 6/17/2022 **2021**

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance
- ☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☐ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training
- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☐ Training
- ☐ Emergency operation protocols and implementation procedures
- ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="18"/>	% of system/year
Root removal	<input type="text" value="0"/>	% of system/year
Flow monitoring	<input type="text" value="100"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year

# Compliance Maintenance Annual Report

**Kaukauna Sewage Collection System**

 Last Updated: Reporting For:  
 6/17/2022 **2021**

Sewer line televising	<input type="text" value="5.6"/>	% of system/year
Manhole inspections	<input type="text" value="20"/>	% of system/year
Lift station O&M	<input type="text" value="54"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="2.1"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="1.4"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="1"/>	% of system/year
Private sewer I/I removal	<input type="text" value="1"/>	% of private services
River or water crossings	<input type="text" value="100"/>	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
<input type="text"/>		
<b>3. Performance Indicators</b> <b>3.1 Provide the following collection system and flow information for the past year.</b>		
<input type="text" value="34.45"/>	Total actual amount of precipitation last year in inches	
<input type="text" value="31.08"/>	Annual average precipitation (for your location)	
<input type="text" value="85"/>	Miles of sanitary sewer	
<input type="text" value="7"/>	Number of lift stations	
<input type="text" value="0"/>	Number of lift station failures	
<input type="text" value="0"/>	Number of sewer pipe failures	
<input type="text" value="2"/>	Number of basement backup occurrences	
<input type="text" value="30"/>	Number of complaints	
<input type="text" value="2.69"/>	Average daily flow in MGD (if available)	
<input type="text" value="4.82"/>	Peak monthly flow in MGD (if available)	
<input type="text" value="20.22"/>	Peak hourly flow in MGD (if available)	
<b>3.2 Performance ratios for the past year:</b>		
<input type="text" value="0.00"/>	Lift station failures (failures/year)	
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)	
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)	
<input type="text" value="0.02"/>	Basement backups (number/sewer mile)	
<input type="text" value="0.35"/>	Complaints (number/sewer mile)	
<input type="text" value="1.8"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)	
<input type="text" value="7.5"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)	
<b>4. Overflows</b>		

# Compliance Maintenance Annual Report

**Kaukauna Sewage Collection System**

 Last Updated: Reporting For:  
 6/17/2022 **2021**
**LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED \*\***

Date	Location	Cause	Estimated Volume
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

**5. Infiltration / Inflow (I/I)**
**5.1 Was infiltration/inflow (I/I) significant in your community last year?**
☒ Yes

☐ No

If Yes, please describe:

I&amp;I could be detected at meter stations, specifically after rain events and changes in river level.

**5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?**
☐ Yes

☒ No

If Yes, please describe:

**5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:**

Approximately 6,500 feet of deteriorated clay, concrete, and truss main and approximately 109 service laterals were replaced or rehabilitated as part of City rehabilitation projects in 2021. In addition, some temporary manhole improvements were made in the river to reduce inflow.

**5.4 What is being done to address infiltration/inflow in your collection system?**

The City is systematically replacing the collection system, including main and laterals to the home. Televising and flow monitoring continue to identify priority areas for rehabilitation. Clearwater inspections are performed on a 10 year cycle in all homes and businesses; and also at time reconstruction projects in each neighborhood. Mini-Storm and Storm sewer lateral installations, along with mandatory sump pump connections have also helped decrease I&amp;I cross connections. Additional work on river manholes is scheduled for 2022.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Kaukauna Sewage Collection System

Last Updated: Reporting For:  
6/17/2022 **2021**

## Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>4</b>	<b>16</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)



# Compliance Maintenance Annual Report

Kaukauna Sewage Collection System

Last Updated: Reporting For:  
6/17/2022 2021

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

City of Kaukauna Common Council

Date of Resolution or  
Action Taken:

2022-06-21

Resolution Number:

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

None.

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

None.

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

**G.P.A. = 4.00**

Continue systematic inspection, rehabilitation, and replacement of sanitary sewer collection system to maintain zero sanitary sewer overflows and assure capacity of the system for future growth.

## **Section 2: WDNR Response to CMAR**

The WDNR's response to the CMAR was to continue systematic inspection, and replacement of sanitary sewer collection system to maintain zero sanitary sewer overflows and ensure capacity of the system for future growth.

# Compliance Maintenance Annual Report

**Kaukauna Sewage Collection System**

 Last Updated: Reporting For:  
 6/30/2022 **2021**

## DNR Response to Resolution or Owner's Statement

 Name of Governing  
 Body or Owner:

City of Kaukauna Common Council

 Date of Resolution or  
 Action Taken:

2022-06-21

Resolution Number:

2022-5347

Date of Submittal:

6/30/2022

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

**Permittee Response:**

None.

**DNR Response:**

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

**Permittee Response:**

None.

**DNR Response:**

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

**G.P.A. = 4**
**Permittee Response:**

Continue systematic inspection, rehabilitation, and replacement of sanitary sewer collection system to maintain zero sanitary sewer overflows and assure capacity of the system for future growth.

**DNR G.P.A. Response:**
**DNR CMAR Overall Response:**

Thank you for submitting the 2021 CMAR on time. The Department is appreciative of all of your efforts to implement your CMOM with energy efficiency in mind.

**DNR Reviewer:** Oumarou, Barti

**Phone:** (920) 424-4013

**Address:** 625 E County Road Y, Suite 700, Oshkosh, WI 54901

**Date:** 8/11/2022

### **Section 3: Construction and Non-Construction I&I Reduction Projects**

#### **2021 Construction Projects**

##### **Project 1-21 Concrete Street Paving**

This project incorporated the installation of 19 internal manhole chimney seals in newly paved areas, including Alyssa Street, Mera Lane, Mase Street, Welhouse Drive, Butterclay Court and the Ducharme Street.

There were also 3 storm sewer laterals installed as part of the paving project.

##### **Project 2-21 9<sup>th</sup> Street Area Utility Relay**

This project included a sanitary sewer main and lateral relay on Brill Road, Ninth Street, Eden Avenue, Kenneth Avenue, Hendricks Avenue, Ducharme Street, and Sullivan Street as well as replacement of sewer in adjacent easements. Approximately 40 lineal feet of 12" sanitary sewer, 292 lineal feet of 10" sanitary sewer, 4,195 lineal feet of 8" sanitary sewer, 5,729 lineal feet of private lateral pipe (101 homes) and 150 vertical feet of sanitary manholes replaced the existing deteriorated clay pipe sanitary sewer system. A map of the project area is attached to this section.

##### **Outagamie County Paving**

During the Outagamie County paving of 10<sup>th</sup> Street and State Street the City installed 17 chimney seals.

#### **2021 Non-Construction Projects**

##### **On-going Clearwater (Illicit Cross Connection) Inspections**

In addition to inspection of private laterals by City staff in reconstruction project limits, the City contracts with Kaukauna Utilities (KU) to perform Clearwater inspections while they are in a property for Cross Connection Control and Backflow Prevention inspections.

In 2021, the City inspected 42 homes and businesses for illicit connections; we found and issued orders repairs for 5 violations. Violations included a variety of issues including, non-compliant private sewer lateral and sump to floor drain connections.

##### **Sewer Cleaning and Inspections**

The majority of sewer main cleaning in 2021 was between the Fox River and C.T.H. "CE" east of the Konkapot Creek, shown in red. CCTV inspections include annual televising contract in various areas (see CCTV map), post televising for the sewer rehab areas and some miscellaneous lines that were suspect of having issues. 25,239 lineal feet of sewer main and 109 laterals were televised in 2021. See maps at the end of this section.



## 1-21 CONCRETE STREET PAVING

### Project Area

NEW CONSTRUCTION:

Mase Drive, Mera Lane & Alyssa Street

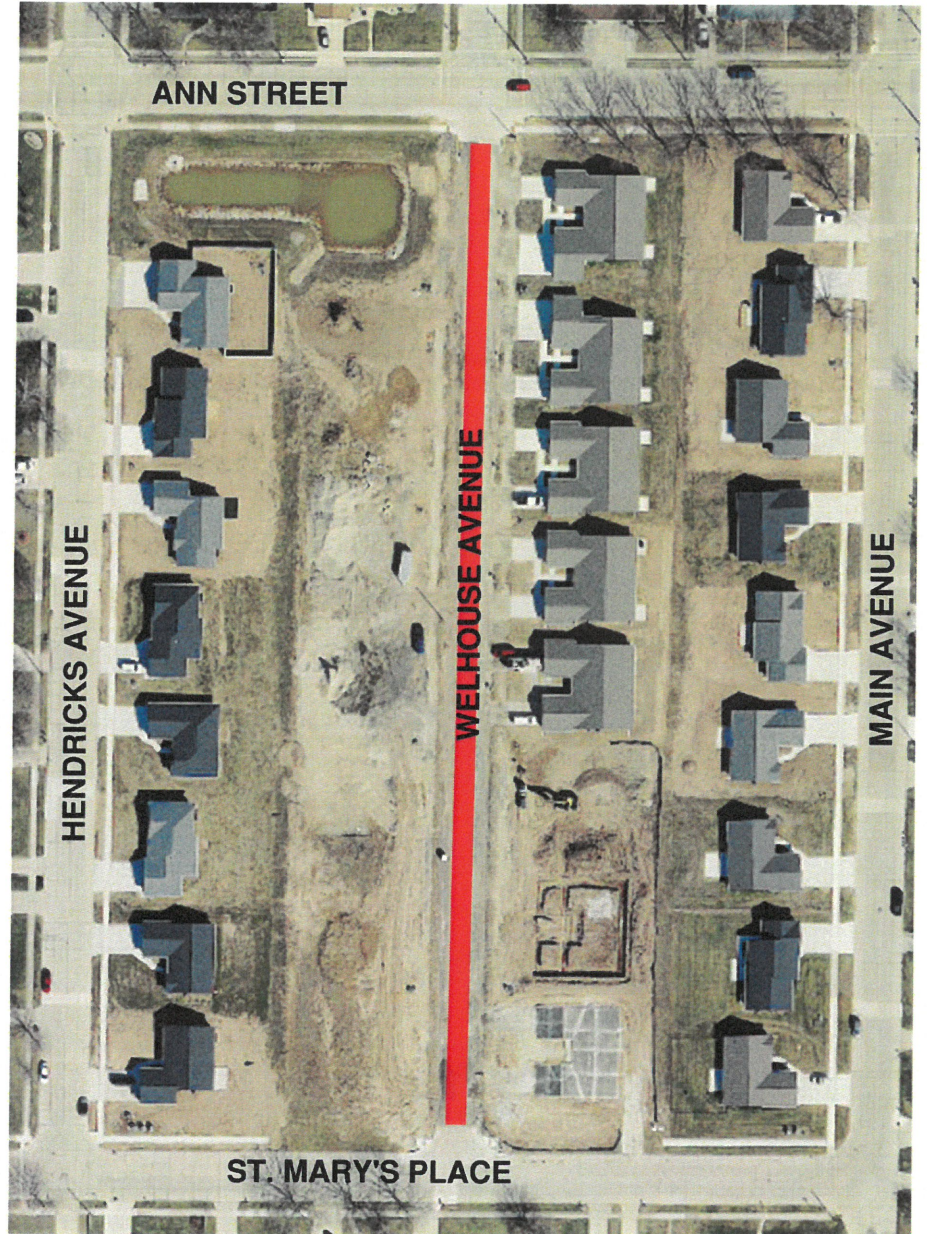




## Project Area

NEW CONSTRUCTION:

Welhouse Drive





# 1-21 CONCRETE STREET PAVING

## Project Area

NEW CONSTRUCTION:

Butterclay Court





## 1-21 CONCRETE STREET PAVING

### Project Area

RE-CONSTRUCTION:

Ducharme Street



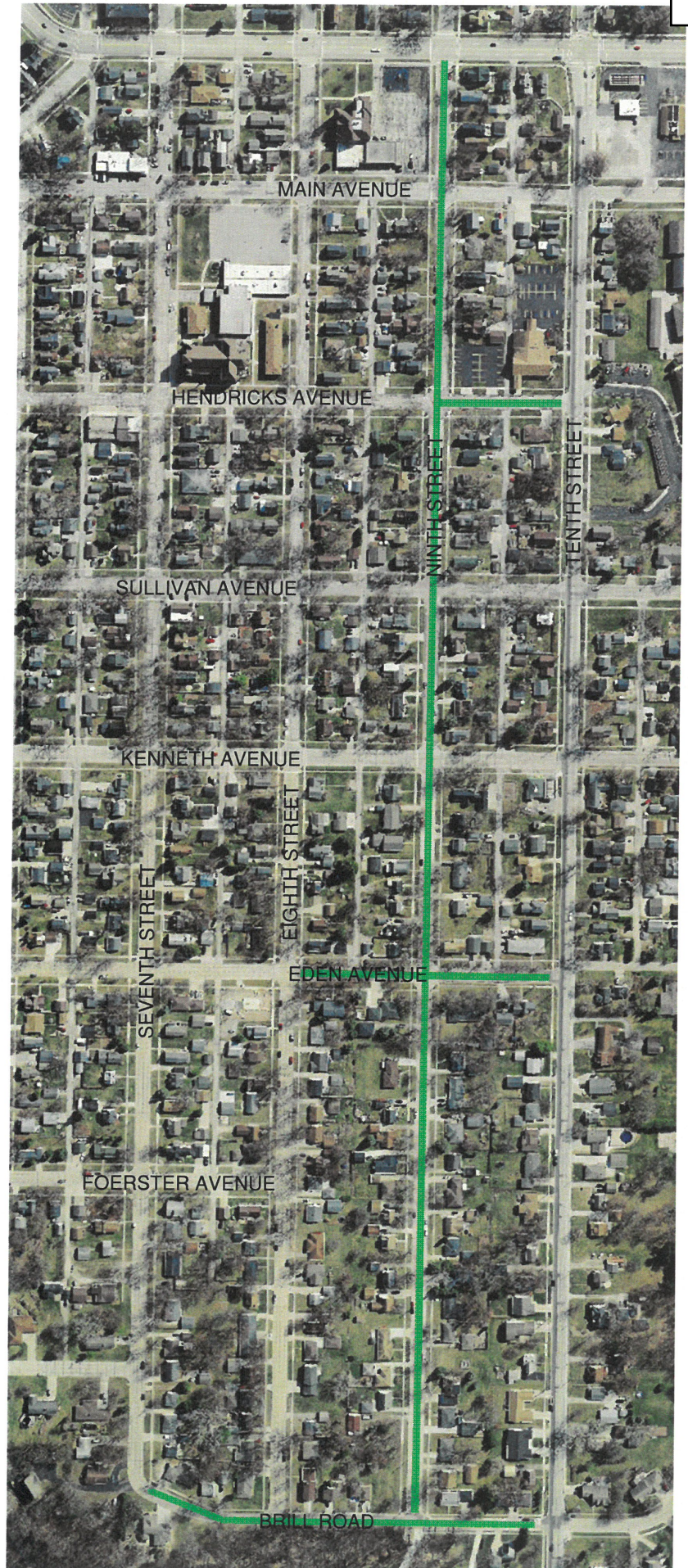


## 2-21 STREET AREA UTILITY RELAY

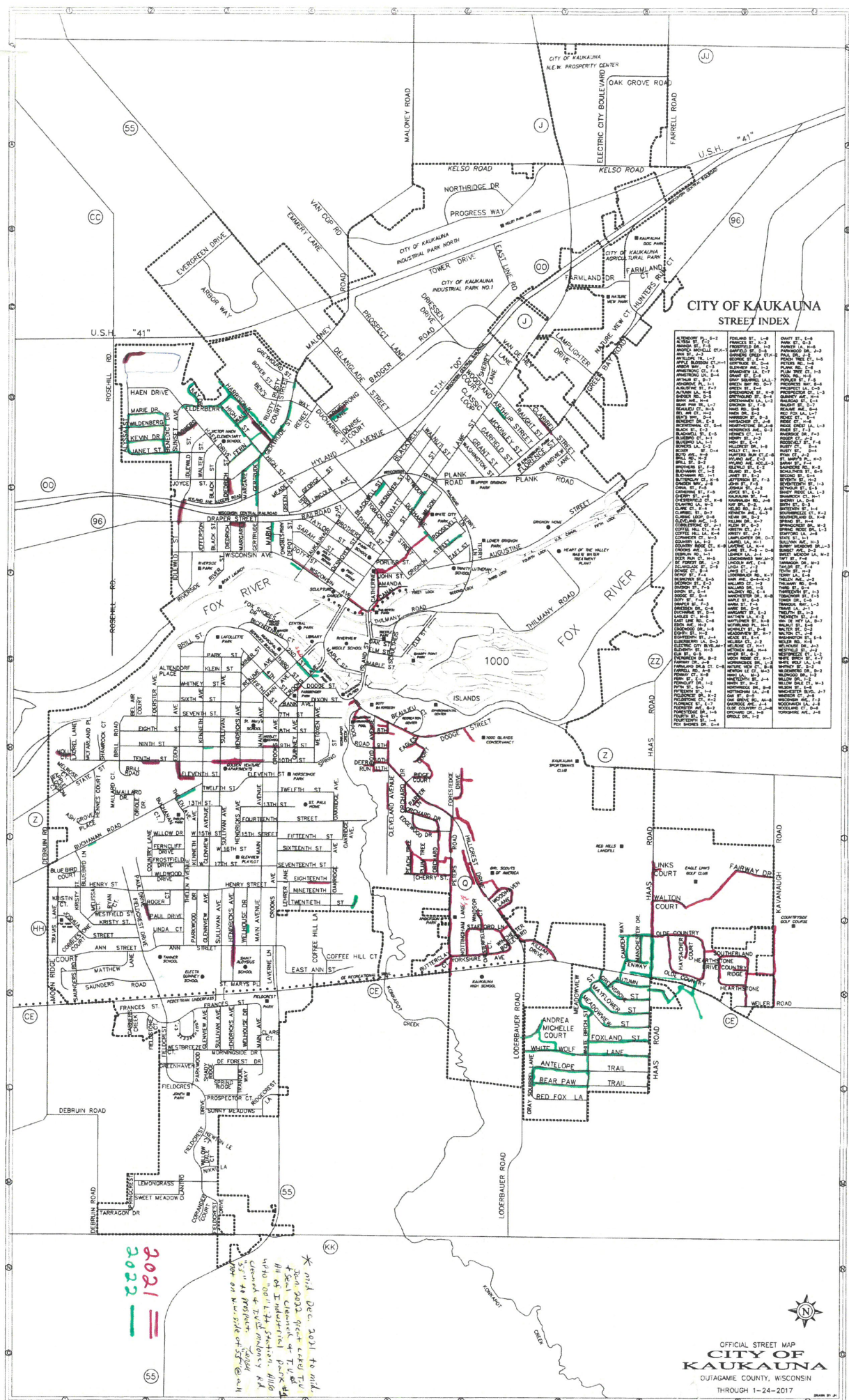
### Project Area

#### UTILITY RELAY:

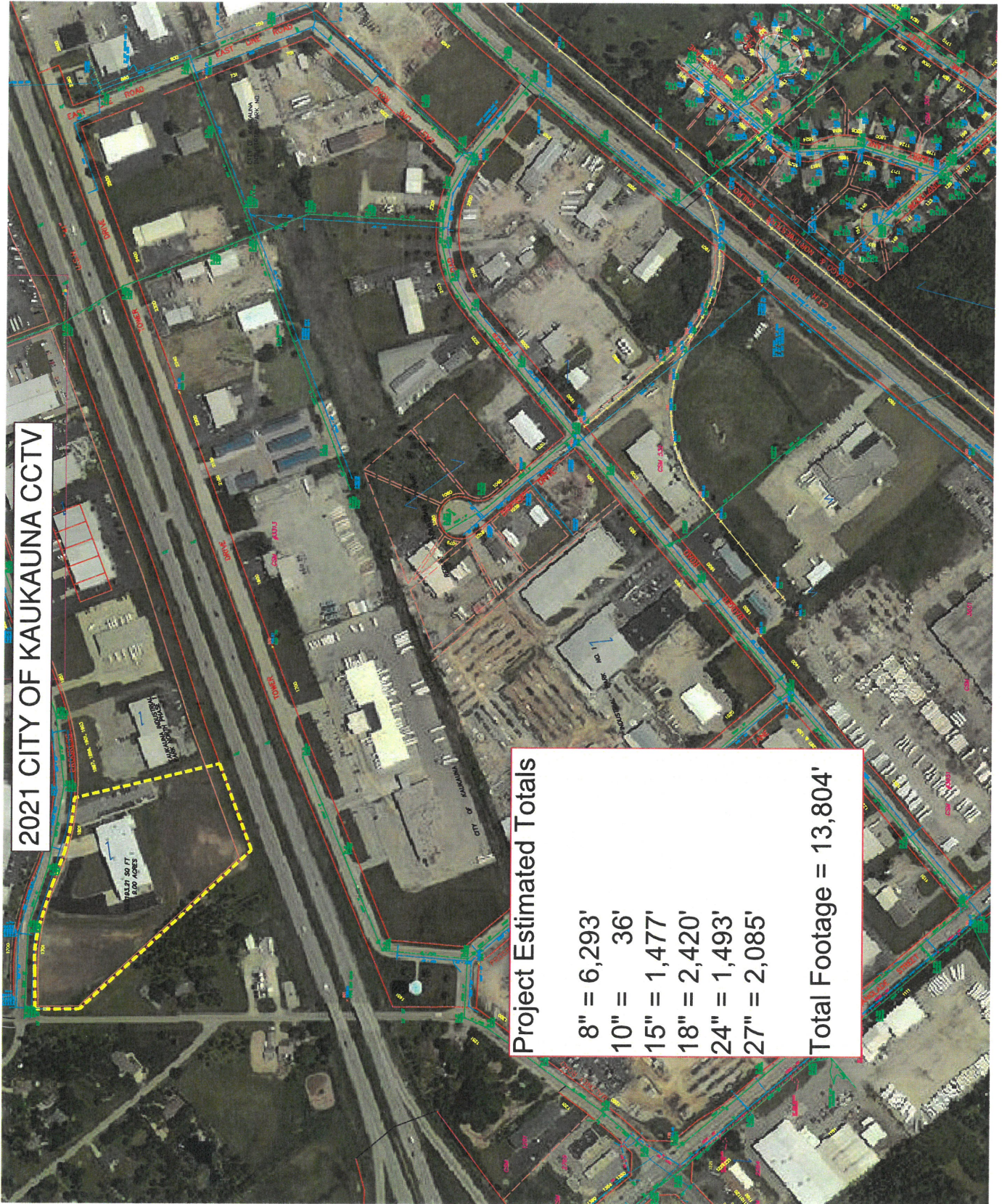
Brill Road, Ninth Street, Eden Avenue, Kenneth Avenue, Sullivan Avenue & Hendricks





















2021 CITY OF KAUKAUNA CCTV

160+402.8+308+92+298+260+323+324.5  
2168.3 FT OF 8 INCH PIPE  
SA 2167 TO SA 5 TO SA 4 TO SA 1950 TO  
SA 3 TO SA 2A TO SA 2 TO SA 2613 AND  
SA 1  
235+338+161+192+227  
1153 FT OF 18 INCH PIPE  
SA 1953 TO SA 1952 TO SA 1951 TO SA  
1950 TO SA 6

Item 2.b.

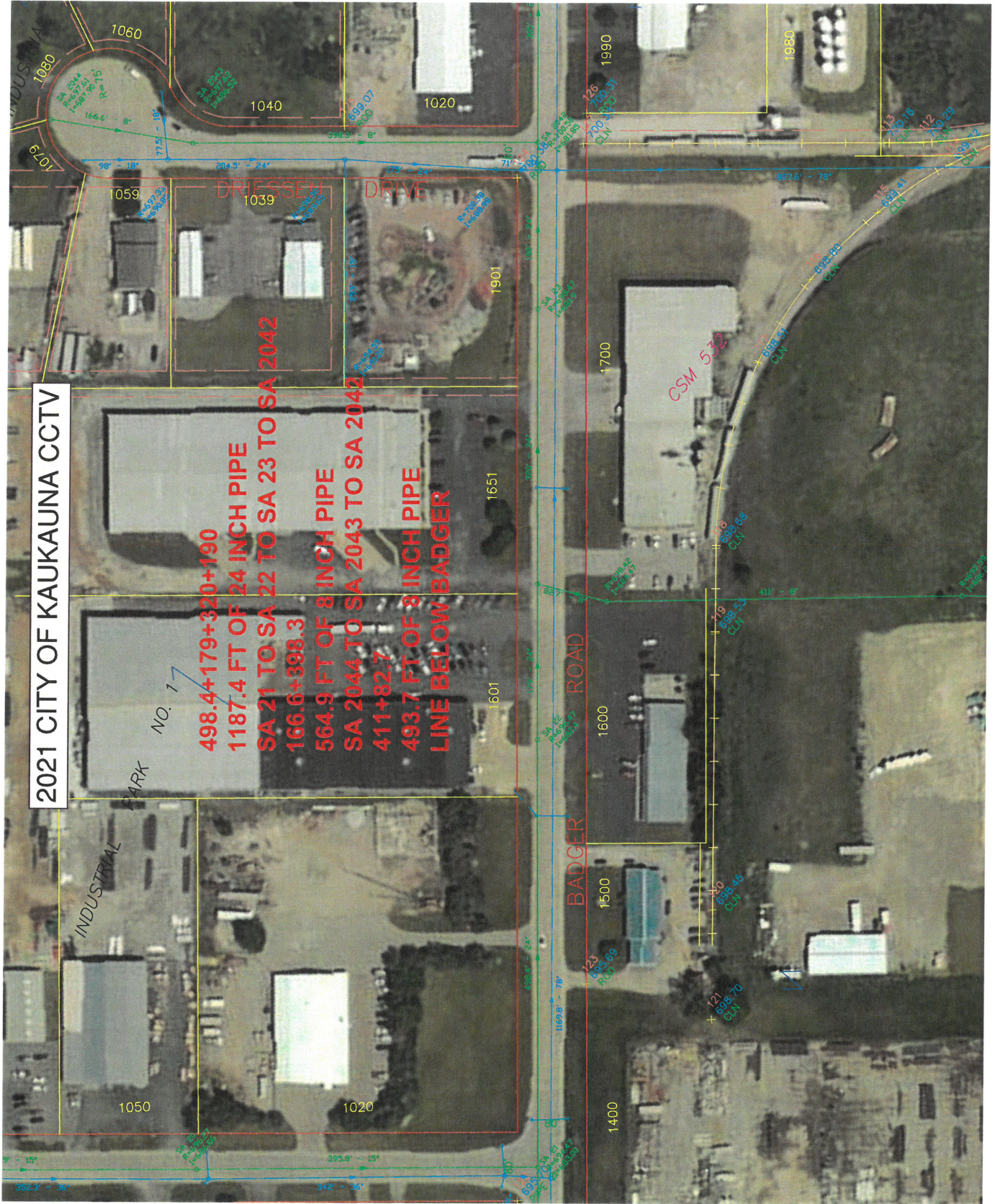




















**Section 4: Local Ordinance Changes**

Ordinance number 1848, amending Section 13.05(A) and (B) of the Kaukauna Municipal Code changed the user charge from \$6.75 per 100 cubic feet to \$7.00 per 100 cubic feet.

**Section 5: CMOM Updates and Changes**

The CMOM Plan is a working document that will require updates based upon annual reviews and performance of the system. The annual audit of the CMOM plan will be an important part of maintaining a high level of sewer service and sewer capacity. Reviews will occur in December of each calendar year.

There were no major updates/changes to the CMOM program in 2021. The City did update the appendix for annual maintenance goals and performance measures for 2021. An updated table is attached to the end of this section.



ANNUAL MAINTENANCE GOALS AND PERFORMANCE MEASURES									
<b>2021</b>									
<b>Sewer Mainline O&amp;M</b>									
<b>MAINTENANCE ITEM</b>	<b>GOAL</b>	<b>% of System</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Comments</b>			
Sewer Mainline Televised Replacement	4 mile per year- 5% of system per year	5.0%	19,200 ft (4.3%)	22,650 ft (5%)	25,239 ft (5.6%)	Project Areas, Subd., CCTV			
Main Line Rehabilitation and Replacement	1 mile per year	1.2%	5,550 ft (1.2%)	7,200 ft (1.6%)	6,468 ft (1.4%)	Utility Relays on 9th and Lawe			
Clean Main Line Sewers Root Cutting	10 miles per year	12%	82,203ft (18%)	139,100ft (31%)	82,075 ft (18%)	Approx. 25% of Branch lines per year			
Flow Monitoring	TBD - Per Cleaning/Televising	TBD	5%	5%	0%				
	TBD - Project Areas	TBD	0%	0%	0%	100% metered at meter stations and lift stations - Discuss future metering options for project areas			
Dye Test /Smoke Test	TBD - Visual Inspections will dictate	TBD	0 ft	0 ft	0 ft				
<b>Manholes O&amp;M</b>									
<b>MAINTENANCE ITEM</b>	<b>GOAL</b>	<b>% of System</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Comments</b>			
Visual Inspection of Critical and Easement MHs	Inspect 100% at least once annually	100%	99%	100%	100%				
Visual Inspection of standard MHs	Inspect every 4 years	25%	511 (27%)	660 (35%)	465 (25%)	Sewer Crew + CCTV + Project Areas			
Manhole Rehabilitation/Replacement	Repair or replace 2% per year	2%	45 (2.4%)	26 (1.3%)	41 (2.1%)	Paving and Lining			
<b>Lift Station O&amp;M</b>									
<b>MAINTENANCE ITEM</b>	<b>GOAL</b>	<b># Per Year</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Comments</b>			
Lift Station Inspections	2 inspections per week of each station	104 per lift station	104	104	104				
Lift Station O&M Check	1 maintenance check per week	52 per lift station	52	52	52				
Clean and Degrease Lift Stations	2 times per year each	2 per lift station	2	3	2				
<b>Easement O&amp;M</b>									
<b>MAINTENANCE ITEM</b>	<b>GOAL</b>	<b>% of System</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Comments</b>			
Visual Inspection of Easements	Inspect twice per year	100%	100%	100%	100%				
Easement Maintenance	Maintain access to each mh and mark for visibility	As needed	NA	NA	NA				
<b>Private Lateral O&amp;M</b>									
<b>MAINTENANCE ITEM</b>	<b>GOAL</b>	<b>#</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Comments</b>			
Visual Inspection of Laterals	Inspect 100% of Laterals in Rehab Area	Varies	100%(83)	100%(14)	100% (109)				
Replace Private Laterals	Replace 95% of residential laterals - rehab project	Varies	90% (61 of 68)	100% (14 of 14)	85% (64 of 75)				
Inspect Private Properties for Illicit Connections	Inspect all properties within a 10 year cycle	10%	2%	2%	2%	Mostly performed by Building Insp. & ENG - KU also performed 29.			

## RESOLUTION NO. 5360-2022

### Resolution Accepting the City of Kaukauna 2021 Annual Clearwater Sustainability Program Report to the Heart of the Valley Metropolitan Sewerage District (HOVMSD)

WHEREAS, it is a requirement of the HOVMSD that member communities file an annual report as part of its Clearwater Sustainability Program; and

WHEREAS, the governing body of the City of Kaukauna has reviewed the annual report to the HOVMSD; and

WHEREAS, the annual report contains the following components as required by the HOVMSD:

1. CMAR as submitted to the WDNR
2. WDNR response to CMAR
3. Summary of construction and non-construction inflow/infiltration reduction projects
4. Local ordinance changes related to inflow/infiltration
5. CMOM updates or changes

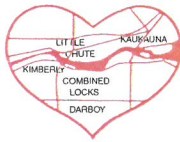
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kaukauna that the report prepared by the City of Kaukauna Engineering Department has been accepted and shall be forwarded to the HOVMSD as per HOVMSD requirements.

Introduced and adopted this 18<sup>th</sup> day of October, 2022.

APPROVED: \_\_\_\_\_  
Anthony J. Penterman, Mayor

ATTEST: \_\_\_\_\_  
Sally Kenney, Clerk

**DISTRICT DIRECTOR:**  
Brian M. Helminger



**SERVING:**  
Combined Locks  
Kaukauna  
Kimberly  
Little Chute  
Darboy S.D.

**Heart of the Valley  
METROPOLITAN SEWERAGE DISTRICT**

801 THILMANY ROAD  
KAUKAUNA, WISCONSIN 54130  
(920) 766-5731 FAX (920) 766-5733  
www.hvmsd.org

**COMMISSIONERS:**  
David J. Casper, President  
Bruce M. Siebers, Vice-Pres.  
Patrick E. Hennessey, Secretary  
Kevin P. Coffey  
John W. Sundelius

**Transmittal Form**

From: Brian Helminger  
Heart of the Valley Metropolitan Sewerage District  
801 Thilmany Road  
Kaukauna, WI 54130

To: John Neumeier  
City of Kaukauna  
144 W. 2nd St.  
Kaukauna, WI 54130

Date: September 7, 2022

- The enclosed MoU is for the City's review and comment. It addresses our previous communications at Community meetings.
- Purpose. The District project will take several years to complete. The MoU simply serves as a roadmap between the District and each Community. It acknowledges key points of coordination and expectations related to the work areas. It is not intended to be a complex legal document.
- Schedule. The District acknowledges that each community will likely review the MoU with staff, Legal Counsel and Community leaders. We would expect that the City would reasonably be ready to execute the MoU in three (3) months and approximately by December 1, 2022.
- Review and Comment. It might be easiest to share a bullet point checklist of discussion points that would aid a future working meeting.

Memorandum

date: August 26, 2022

to: City of Kaukauna  
Anthony J. Penterman, Mayor

from: Heart of the Valley Metropolitan Sewerage District  
Brian Helminger, District Director (file copy)  
David J. Casper, President

cc: Heart of the Valley Metropolitan Sewerage District  
William Cole, Esquire  
Strategic Municipal Services, Inc.  
Scott M. Schramm, PE, PLS

re: MEMORANDUM of UNDERSTANDING (MoU) for REVIEW  
Interceptor System Rehabilitation  
Heart of the Valley Metropolitan Sewerage District  
Outagamie County, Wisconsin

Dear Mayor Penterman.

- The enclosed MoU is for the City's review and comment. It addresses our previous communications at Community meetings.
- **Purpose.** The District project will take several years to complete. The MoU simply serves as a roadmap between the District and each Community. It acknowledges key points of coordination and expectations related to the Work areas. It is not intended to be a complex legal document.
- **Schedule.** The District acknowledges that each community will likely review the MoU with Staff, Legal Counsel and Community leaders. We would expect that the City would reasonably be ready to execute the MoU in three (3) months and approximately by **December 01<sup>st</sup>**.
- **Review and Comment.** It might be easiest to share a bullet point checklist of discussion points that would aid a future working meeting.

We welcome the opportunity to further discuss these items at your convenience.

enc: as noted

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**MEMORANDUM of UNDERSTANDING**  
**Interceptor System Rehabilitation**  
**Heart of the Valley Metropolitan Sewerage District**

This Memorandum of Understanding (MoU) is entered into by and between the **Heart of the Valley Metropolitan Sewerage District ( District )** and the **City of Kaukauna ( City )** ( collectively **Parties** ) as of the latest date identified below.

**Summary of Topics**

- A. Recitals background, need and general description of Work
- B. Terms
  - 1. authority **Wisconsin Statutes § 66.0301 (2)**
  - 2. the Rehabilitation Project
    - a. Work Start
    - b. Work Areas
    - c. **Contract Documents ( Plan Drawings and Specifications )**
      - 1) Schedule / Duration
      - 2) Indemnification
    - d. Operation, Maintenance, and Repairs
    - e. Project Costs
    - f. Flow / Load Data and Invoices during Construction
    - g. No Special Assessments
    - h. Construction / Coordination
    - i. Quality Control and Construction Documentation
    - j. Observation by **City**
    - k. Indemnification
    - l. Ownership of Infrastructure
    - m. Liens
  - 3. Term
  - 4. Miscellaneous
    - a. No Waiver
    - b. Amendment
    - c. Assignment
  - 5. signatures / execution

## A. Recitals

1. The **District** owns and operates **sewerage infrastructure** that includes a gravity interceptor sewer system and wastewater treatment facility. The interceptor system follows the **Fox River**, canals, locks and levee systems. The infrastructure provides critical service to the residents and businesses in the **Member Communities**.
2. The interceptor system (reinforced concrete mains and structures) are being deteriorated from Microbial Induced Corrosion ( MIC ). The MIC is resulting primarily from elevated "nutrient" loads in the wastewater. The MIC cannot be effectively stopped.
3. The infrastructure must be repaired and protected with pipe lining and coating systems. "Doing Nothing" is not a reasonable solution and will only postpone future more expensive repairs.
4. The Work must be coordinated between the **District** and **Member Communities**. Key construction activities that require coordination generally include but are not limited to diverting wastewater flow through bypass pumping lines (land and marine) and both marine and traditional vehicle access to the Work areas.
5. **Exhibit A** generally identifies the interceptor system infrastructure and Work areas

## B. Terms

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1. **Authority.** The **Parties** have authority to enter into this **MoU** based on **Wisconsin Statutes § 66.0301 (2)**.
2. **The Rehabilitation Project.** The **Parties** identify their understanding that the **District** may proceed with the Project based on the following **terms**:
  - a. **Work Start.** The Rehabilitation Project may not begin in City properties (not including public rights of way and easements) until on or after the respective **Parties** execute this **MoU**.
  - b. **Work Areas - General.** The subject Work areas are recognized as temporary limited construction easements (**TLE**) and are subject to common law. The proposed rehabilitation will directly affect the **City** as the **District** performs the following Work:
    - 1) Working drawing **exhibits B** generally identify the Work Areas and construction activities in the **City's** Corporate Limits.

- 2) In general the Work will be performed within existing rights of way, easements and public lands.
- 3) The following generally summarizes typical construction activities that may affect the City:
- marine / shoreline access
  - conventional land vehicle access
  - bypass / divert wastewater flows (bypass pump) both marine and land
  - staging / storage equipment and materials
  - excavation / grading
  - cured in place pipe liner (CIPP)
  - protective coat structure interior and marine exterior surfaces
  - reconstruct / replace structures
  - restore Work areas
- c. **Work Areas - related to City.** The following generally describes construction activities that affect the City.
- 1) **vehicle / truck routes.** Exhibit B.1 identifies required construction vehicle routes that generally include:
- Lawe Street / Crooks Avenue sth 55
  - Thilmany Road
  - Elm Street
  - Island Street
  - West Hyland cth 00
  - Gertrude Street
  - West Wisconsin Avenue
  - Kaukauna Street to ms 10
  - River Street to Riverside Park
  - Main Avenue to Kaukauna Utility power raceway
  - East Tobaccoir and Augustine to ms 6
- 2) **marine / shoreland access**
- permanent shoreline / river bank access points will be constructed to provide vehicle / equipment access onto barge platforms. The Contractor will select one of two sites during the public bidding process.
    - A sheet pile bulkhead wall will be constructed at the water's edge. The wall will allow vehicles to drive onto barge platforms. A four (4) foot high fence will be installed at the wall after construction is complete.
    - The bank slopes will be graded to accommodate vehicles.
  - Central Park (exhibit B.2b) is owned by the Army Corps of Engineers (ACoE). The City uses the property subject to a "lease agreement) with the Corps.
    - Vehicle traffic will access the Central Park peninsula (staging / launch site) from the Crooks Avenue / sth 55 and Main Avenue right of way.



Vehicles will use the gravel access drive along the **Kaukauna Utility** power canal.

- A breaker run driving surface will be installed 1) where vehicle traffic will drive from **Main Avenue** onto the canal access drive and 2) at the staging area and launch site.
- c) **Riverside Park (exhibit B.2c)**
- Vehicle traffic will access the **Riverside Park - Fox River** bank (staging / launch site) from the **West Wisconsin** and **Riverside Drive** rights of way.
  - The staging area and launch site will be enclosed with a gated security fence during construction.
  - The public will continue to access the boat launch / parking using existing pavement ( 2-way traffic to boat launch and trailer parking ).
  - The pile wall will be parallel to and offset behind the existing walkway wall.
- d) **Fox River Bypass (exhibits B.2d)**
- Wastewater flows will be diverted / **bypass pumped** during construction. Bypass lines will be installed in the canals, locks, **Fox River** and several land routes.
  - Bypass route sites generally include the **Fox River**, **Kaukauna Lock 5**, **Elm / Thilmany Roads** and **Ahlstrom Munksjö** property.
- e) **Meter Station 10 (Kaukauna Street) (exhibit B.2e)**
- wastewater will be pumped from **City** manhole **10B** (by **ms 10**).
  - the electric pumps will be powered from a new **Kaukauna Utility** 3-phase service line.
- f) **West Wisconsin River Walkway (exhibit B.2d)**
- Bypass pump equipment may be located at either **manhole 8** or **9** (Contractor's decision). Bypass pump lines will be located along the **Kaukauna Lock System (Fox River Navigational System Authority - FRNSA)**. It is expected the equipment would be installed from the water (barge access). Vehicle traffic will be limited on the walkway.
  - wastewater will be pumped using diesel / genset equipment
- g) **Meter Station 5S (Elm Street) and 5N (Thilmany Road) bypass diversion (exhibit B.2g)**
- wastewater from meter stations **5S** and **5N** will be bypass pumped through pipes crossing under **Thilmany Road** and the **Canadian National** rail lines (west of **ms 5N**) .
  - wastewater will be pumped from **ms 5S** along **Elm Street** to **ms 5N**
  - wastewater will be pumped from **City** manhole **6B** (west of **ms 5N**). The **Contract Documents** will require the Contractor to neatly cut out the top of the exposed CIPP at mh **6B**. A **City** Contractor CIPP previously lined through the structure and did not reinstate the manhole.



- wastewater will be pumped using diesel / genset equipment

h) **Meter Station 6 (Augustine) (exhibit B.2h.1)**

- the **ms 6** vault is on the **City's Augustine** pump station property.
- wastewater will be pumped using diesel / genset equipment from the upstream manhole (at **Augustine**). The pump will connect to and discharge through existing **City** pump station mechanical or forcemain yard piping.
- the **City** requested the **District** installing a protective coating system in the **City** pump station wetwell (**exhibit B.2h.2**) through the **District contract**. The wetwell is also experiencing aggressive MIC.
- wastewater will be pumped using diesel / genset equipment

4) **general**

- a) **Staging / storage** areas (either **Riverside** or **Central Park**) will be used for Contractor equipment and construction materials. The Contractor will install gated security fences around the areas. The Contractor will restore the areas to preconstruction condition.
- **Riverside Park** will not be used for storing and assembling / dis-assembling related bypass lines.

- b) Some of the Work will be completed in existing public **rights of way** / easements.

d. **Contract Documents (Plan Drawings and Specifications)**. The Project Work will be performed following applicable **District** standards and specifications, and provisions of state, federal, and local law.

- 1) **Schedule / Duration**. The **Specifications** (including **Agreement - 00520**) identify reasonable activity durations and dates within which the various Work items must be completed. The schedule considers seasonal weather limitations. **Exhibit B.3** includes key Work areas that affect the **City**:

2) **Indemnification**

- a) The **Contract Documents** (**Agreement - 00520**, **General - 00700** and **Supplementary Conditions of the Contract Documents - 00800**) will require that all contractors on the Project agree to indemnify, defend, and hold harmless the **Parties**, and their respective officers, agents, employees, and insurers.
- b) The **Contract Documents** will require that the contractor's certificates of insurance name the **District** and **City**, and their respective officers, agents, employees, and insurers as an additional insured. The **District** and **City** (and their respective agents) will be provided executed copies of certificates of insurance.

- e. **Operation, Maintenance, and Repairs.** The **Contract Documents** shall require two (2) year warranties for all Project work.
- f. **Project Costs.** All costs of the Project will be the responsibility of the **District** including but not limited to:
- 1) construction and site restoration
  - 2) **Riverside Park**
    - a) former **City Public Works Director Sundelius** requested that the **District** Contractor not perform pavement restoration Work at this site (if Contractor selects the site during Public Bidding).
    - b) The **City** preferred receiving a pro-rated share of **Riverside Drive** ("payment in lieu") from the **District**. The compensation value is based on pre-existing conditions. The **City** intends to apply the "payment in lieu" to upcoming roadway improvements at the **Park**.
    - c) The Value of the "payment in lieu" is \_\_\_\_\_ dollars (\_\_\_\_) (**exhibit B.4**). The **District** will pay the **City** when the **Notice to Proceed** is transmitted to the Contractor. The **District** will pay the **City** only if the Contractor selects this site during Public Bidding.
  - 3) **Meter Station 6 (Augustine pump station wetwell).** The City is responsible for all related costs including but not limited to planning, design and construction. The value of planning and design services (\$10,670) is included in **Strategic Municipal Service's (Strategic) amendment no. 1**.
- g. **Flow / Load Data and Invoices for wastewater services during Construction**
- 1) The **District** shall invoice the **Member Communities** following routine past practices.
  - 2) Invoices shall generally be estimated and based on present day measurements and / or **2020 - 2021** historical records ("records" - flow and loads) when wastewater is diverted around meter stations during construction.
  - 3) when meter stations are removed from service during construction
    - a) **flow** shall be based on construction bypass pump mag meters and / or **2020 - 2021** historical laser meter flow records. The estimates shall incorporate the effects of observed historical precipitation and their effect on flow.
    - b) **load parameters** shall be based on 1) actual and / or 2) **2020 - 2021** historical load records
- h. **No Special Assessments.** The **District** agrees that it will not impose any special assessments on the **City** or their residents for costs related to the Project.
- i. **Construction / Coordination**
- 1) **Meetings.** The **District** will permit the **City** to participate in the preconstruction conference and construction progress meetings. Key topics will generally include construction activities, sequences, schedules, and duration.



- 2) **Notice to District.** The City will communicate with the District in advance of performing any operations and maintenance activities with City's sewer system that would affect wastewater flows or related bypass pumping operations.

j. **Quality Control and Construction Documentation** will be performed through the District.

k. **Observation by City**

- 1) The City and their agents may independently observe Project work related to the City.
- 2) The District will correct any defects identified during observation (whether by the City, District, their agents or contractors, or otherwise) within 15 days of written notice of such defect by the City.

l. **Indemnification.** To the fullest extent permitted by law, the Parties will defend, indemnify, and hold each other and their respective officers, agents, employees, and insurers harmless, from and against all claims, losses, and damages of any kind (including reasonable attorneys' fees) arising out of the Project.

m. **Ownership of Infrastructure.** The Parties agree that ownership of the Interceptor System will not be affected by the Project. The District will continue to own, operate and maintain the Interceptor System.

n. **Liens.** The District will ensure that the Interceptor System, Work Area and related City property and funds remain free of liens related to the Project at all times.

### 3. Term

- a. This MoU will remain binding on the Parties until the Rehabilitation Project is complete, or as the Parties mutually agree.

### 4. Miscellaneous

- a. **No Waiver.** No waiver of any provision of this MoU shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this MoU signed by both Parties, nor shall the waiver of any default under his MoU be deemed a waiver of any subsequent default or defaults of the same type.
- b. **Amendment.** This MoU may be amended only by a written amendment approved and executed by both Parties.
- c. **Assignment.** The Parties agree that this MoU is solely between the subject Parties. The MoU is not assignable to any third or other parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT

by: \_\_\_\_\_  
David J. Casper  
President

attest: \_\_\_\_\_  
Brian Helminger  
District Director

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY of KAUKAUNA

by: \_\_\_\_\_  
Anthony J. Penterman  
Mayor

attest: \_\_\_\_\_  
Karen Koch  
Administrative Coordinator Meredith DeBruin  
City Clerk



**EXHIBITS**

*Strategic Municipal Services, Inc.*

**SMS**



Exhibit A  
**INTERCEPTOR SYSTEM**

---

*Strategic Municipal Services, Inc.*

**SMS**



INTERCEPTOR SYSTEM IMPROVE INTERCEPTOR SYSTEM HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT, OUTAGAMIE COUNTY	CADD FILE NO. E-25	DATE 08/02/21	PLUT TIME 08:50 AM	PROJECT NO. 10065	DATE SEP 2021	SCALE 1"=600' (22'x34')	NO.	DATE	REVISION	BY
	P.L. S 01	DRW	DRW	DRW	DRW	DRW				
	DESIGNED BY SMS	CHECKED BY SMS								
MUNICIPAL • INFRASTRUCTURE • PLAN TRANSPORTATION • FINANCE 1100 HURON AVENUE, FLYING DUTCHMAN, MI 49703 (269) 889-3817										
SMS STRATEGIC MUNICIPAL SERVICES, INC.										

LEGEND

- D  
G  
H  
L  
R  
T
- VERTICAL DROP
- STEEPER GRADE
- 
- RISERS — REPLACE w BARREL
- 
- STRUCTURES
- REHABILITATE INTERIOR SURFACES
- REHABILITATE EXTERIOR SURFACES
- EXTERIOR SURFACES SEALED
- INTERIOR SURFACES COATED
- INTERCEPTOR — PVC
- INTERCEPTOR — CIPP
- INTERCEPTOR — MIC DAMAGE
- METER STATION

VANDENBROEK SANITARY DISTRICT

LITTLE CHUTE

KAUKAUNA

RIVERSIDE PARK

HEESAKKER PARK

SANITORIUM

POWER PLANT

LOCKS 1-5

AHLSTROM MUNKSJÖ MILL

COMBINED LOCKS

CANAL and LOCKS

ACCESS  
RACEWAY

DAM

DAM

DAM

BYPASS  
TYP

BYPASS

13 DROP

DOYLE PARK

ISLAND PARK

MS 4-7

MS 10

MS 5N

MS 5S

MS 6

MS 3

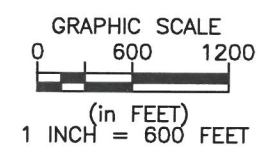
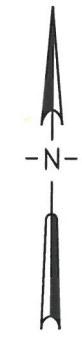
MS 1

MS 2

NONE

ORTHO PHOTO:

KIMBERLY  
DARBOY SANITARY DISTRICT



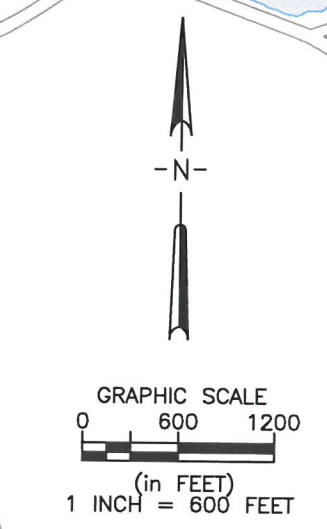
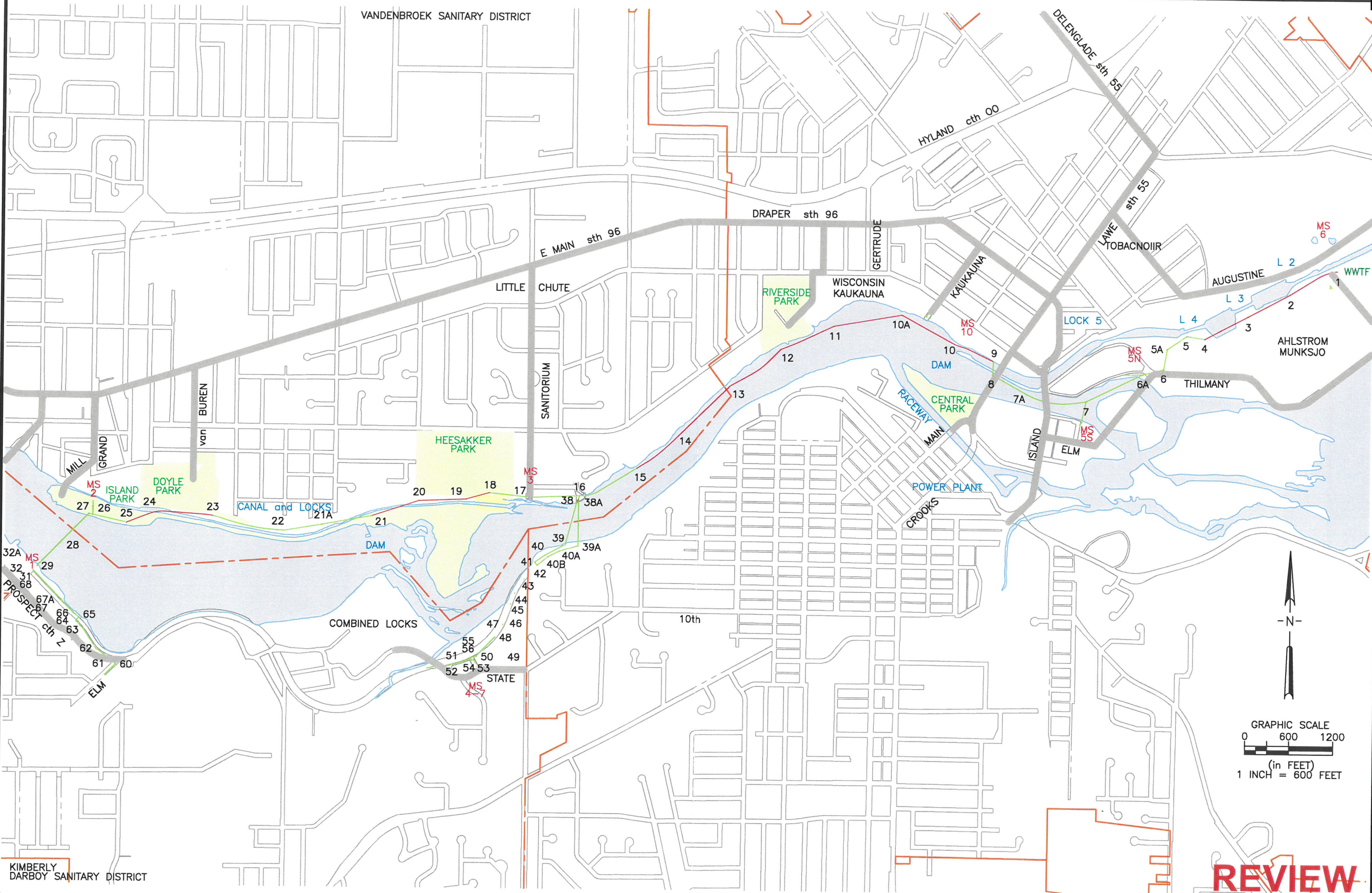
REVIEW



Exhibit B.1  
**ACCESS ROUTES**  
**Construction Vehicles**



NO.	DATE	REVISION	BY
1	MAY 2022		
2	MAY 2022		
3	MAY 2022		
4	MAY 2022		
5	MAY 2022		
6	MAY 2022		
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**REVIEW**

ORTHOPHOTO: NDNE

KIMBERLY  
DARBOY SANITARY DISTRICT



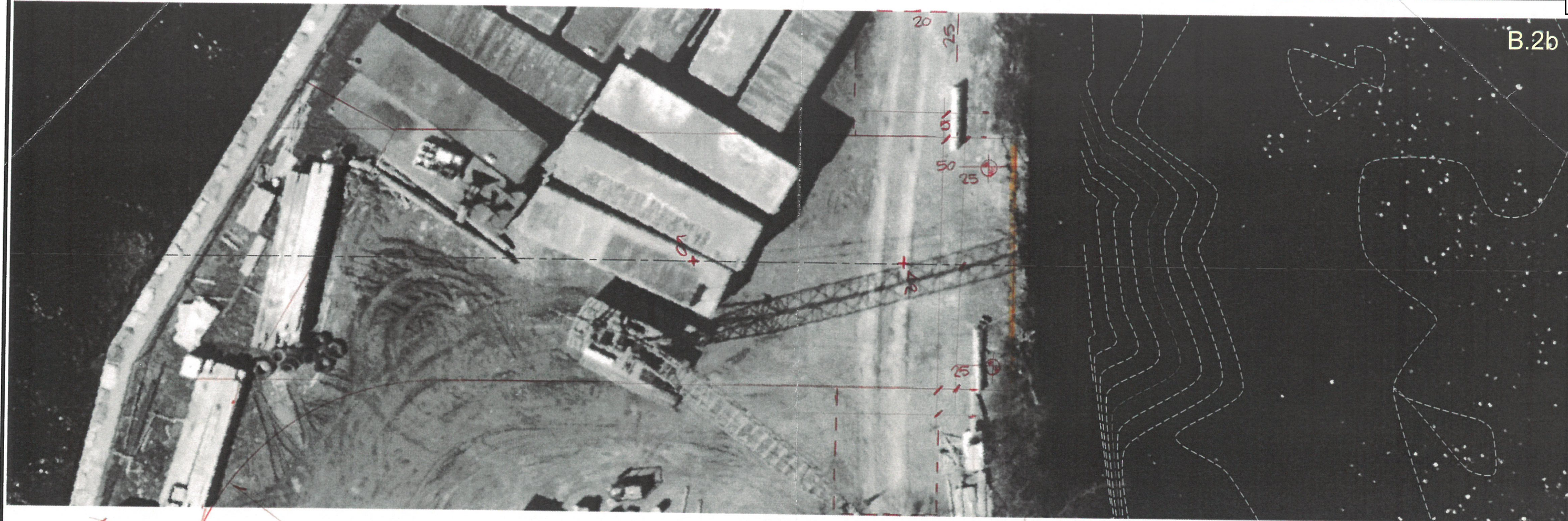
Exhibits B  
**WORK AREAS**

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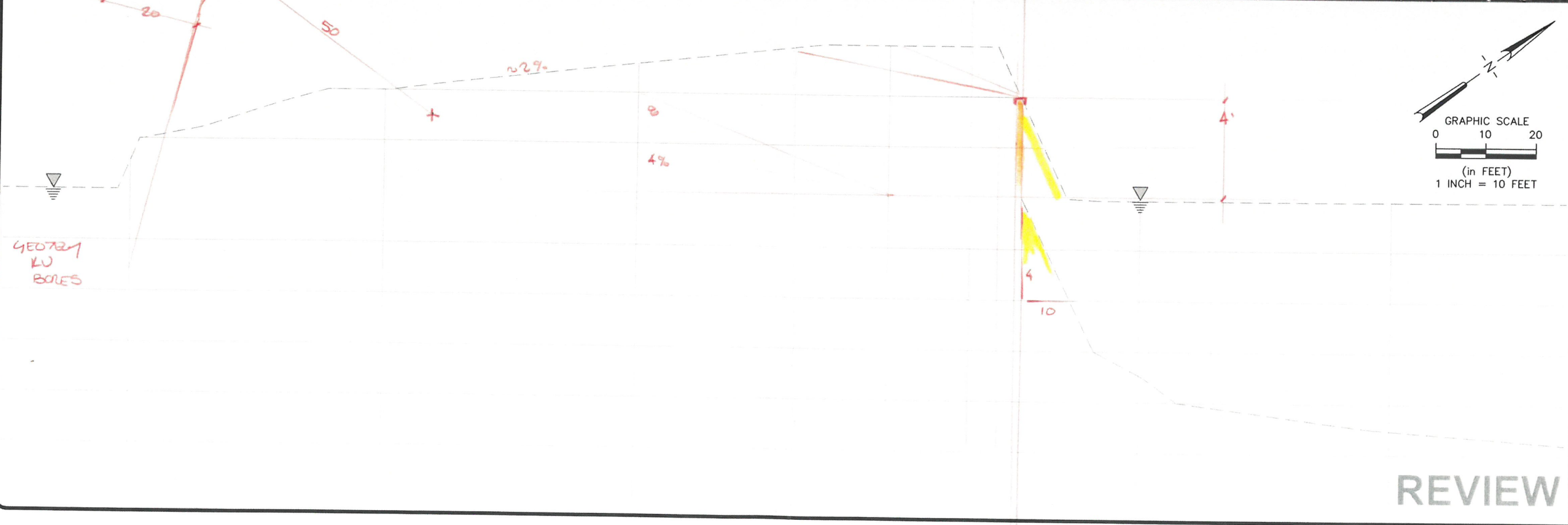
Strategic Municipal Services, Inc.







B.2b



NO.	DATE	REVISION	BY
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4	12/20/21		APP
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**REVIEW**  
B.2c

RIVERSIDE PARK		CADD FILE NO: P.6e	P.E. 01	PROJECT NO: 10065	DATE	DATE	REVISION	BY
HEART of the VALLEY		FILE DATE: 10/14/21	DESIGNER: SMS	DATE: OCT 2021				
METROPOLITAN SEWERAGE DISTRICT		FILE TIME: 1950	DECORATED BY: SMS	SCALE: 1" = 10' (22-34)				
OUTAGAMIE COUNTY								
P.E. 01								
P.6e								
1								

**SMS**  
STRATEGIC MUNICIPAL SERVICES, INC.  
MUNICIPAL • INFRASTRUCTURE • PLANNING  
TRANSPORTATION • FINANCE  
118 HENDRICKS AVENUE, SUITE 100, WILSON, WI 53091  
(262) 866-2417





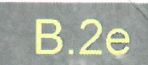


FOX RIVER		CADD FILE NO: P.49	P.A. <input type="checkbox"/> 01	PROJECT NO. 10065	NO.	DATE	REVISION	BY
HEART of the VALLEY		PLUT MTD 03/29/22	ISSUED BY	DATE				
METROPOLITAN SEWERAGE DISTRICT		PLUT TPO 1925	CHECKED BY	SCALE	1" = 80'			
OUTAGAMIE COUNTY				(22x34)				










**BYPASS**

STATE



FILE NO P.86	METER STATION 10	CADD FILE NO P.8b	F.S.	O 01	PROJECT NO. 10065	NEL	DATE	REVISION	BY
	HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT OUTAGAMIE COUNTY	PLOT DATE 03/23/22	DRAWN BY	DRW	DATE MAR 2022	--	--	--	--
		PLOT TIME 16:40	CHECKED BY	SMS	SCALE 1" = 20' (22x34)				
 <b>SMS</b> STRATEGIC MUNICIPAL SERVICES, INC. 118 HEAD AVENUE, RIVINGTON, VT 05073 (802) 895-3443									





PHOTOM

GRAPHIC SCALE

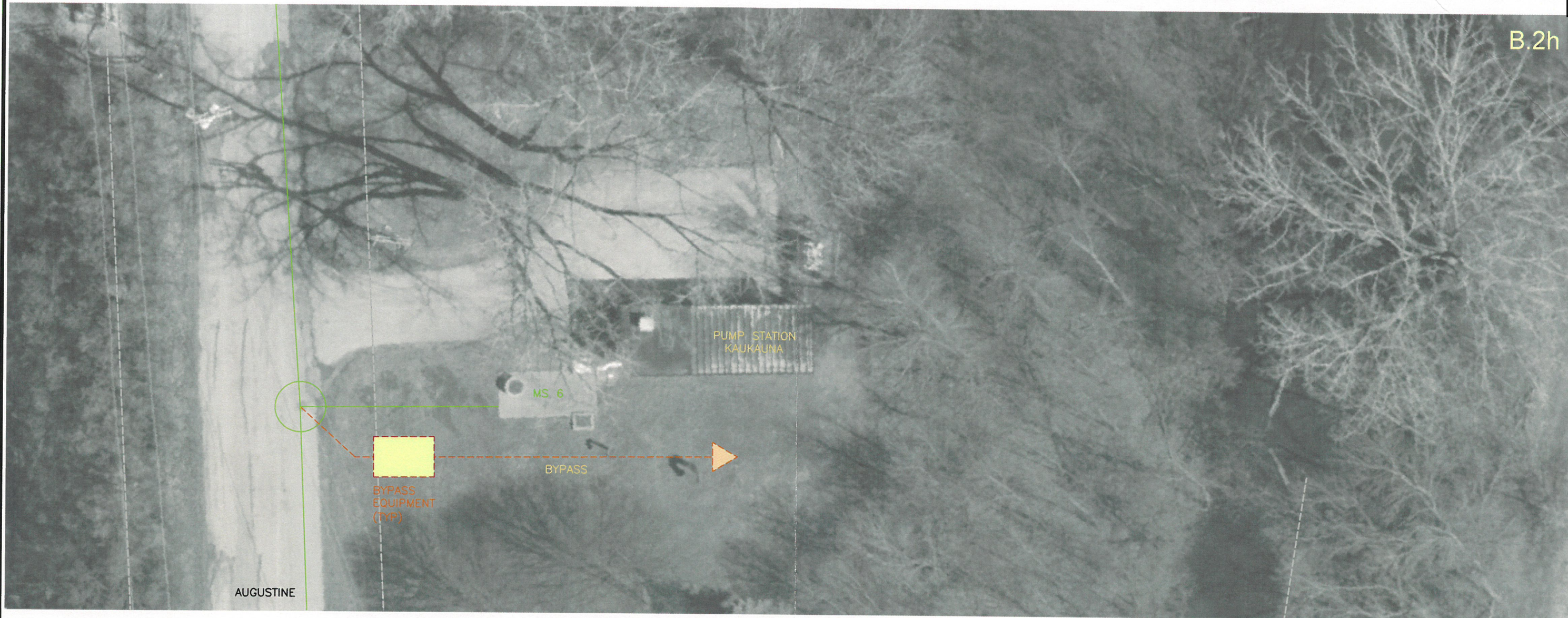
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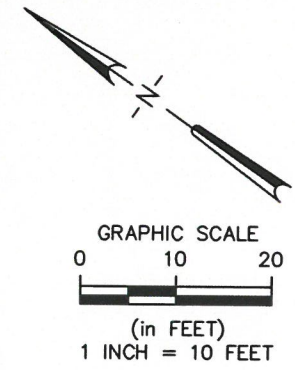
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B.2h



REVIEW

Item 2.c.

1		P.8c		METER STATION 6		DWP FILE NO. P.8c		P.A. 0 01		PROJECT NO. 10065		REV		DATE		REVISION		BY	
HEART of the VALLEY		METROPOLITAN SEWERAGE DISTRICT		OUTAGAMIE COUNTY		PLOT DATE: 03/14/22		PLOT TIME: 13:35		DATE: MAR 2022		SCALE: 1" = 20' (22x34)							
								DRAWN BY: SMS		CHECKED BY: SMS									
<div>SMS</div> <div>MUNICIPAL • INFRASTRUCTURE • PLANNING TRANSPORTATION • FINANCE 100 HEAD AVENUE, PLYMOUTH, VT 05873 STRATEGIC MUNICIPAL SERVICES, INC. VTS 888-847</div>																			



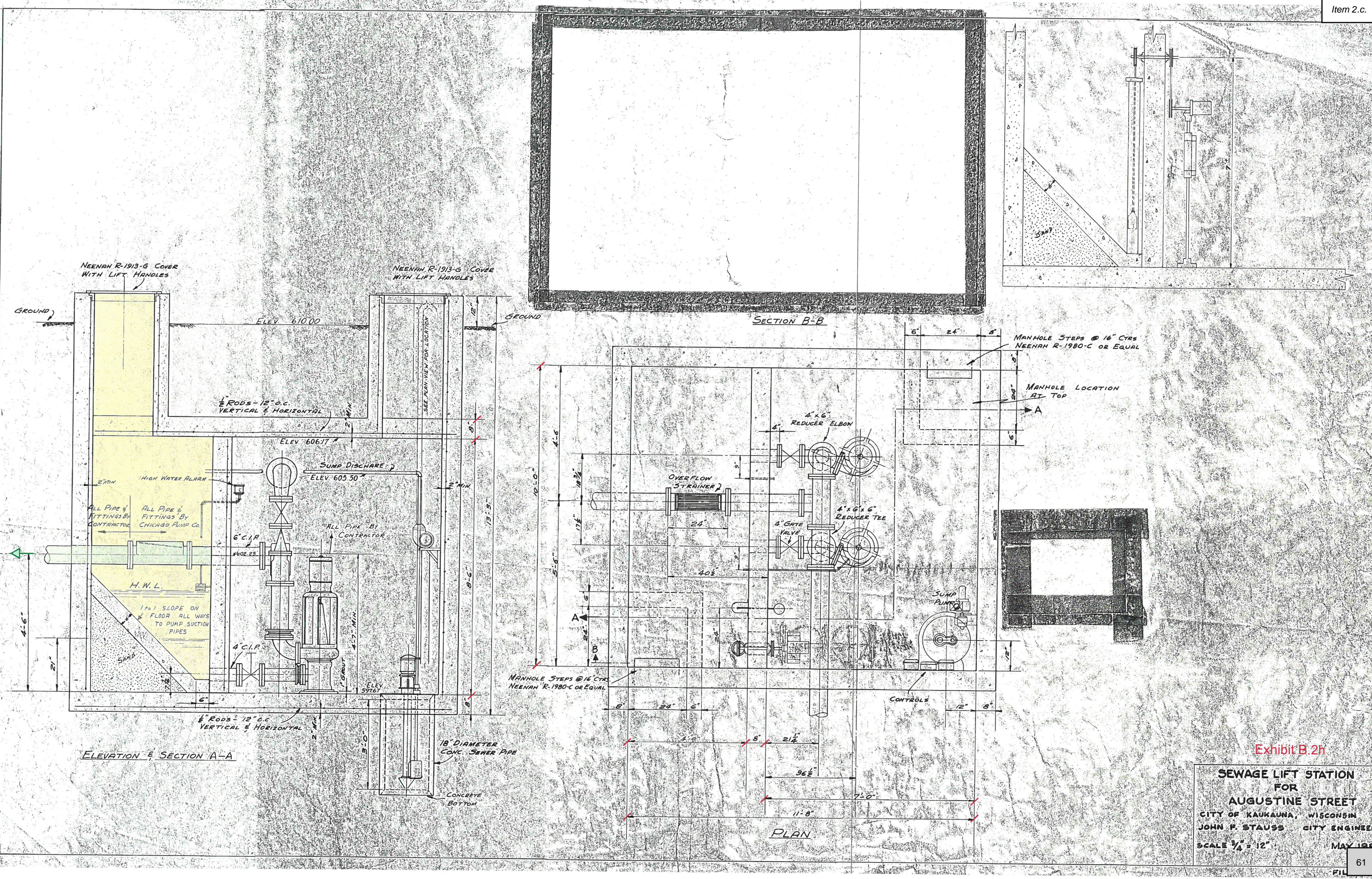


Exhibit B.2h

**SEWAGE LIFT STATION  
FOR  
AUGUSTINE STREET**

CITY OF KAUKAUNA, WISCONSIN

JOHN F. STAUSS CITY ENGINEER

SCALE 3/4" = 12"

MAY 1985

61







AGREEMENT

THIS AGREEMENT is by and between the Heart of the Valley Metropolitan Sewerage District (“OWNER”) and  
 (“CONTRACTOR”).

OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 CONTRACTOR shall complete all Work as specified or identified in the Contract Documents. The Work is generally described as follows:
- Interceptor System Rehabilitation

ARTICLE 2 - the PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
- Interceptor System Rehabilitation
- Heart of the Valley Metropolitan Sewerage District  
Outagamie County, Wisconsin

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Strategic Municipal Services, Inc. (ENGINEER), which is to act as OWNER’S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Time to Achieve Substantial Completion and Final Payment
- A. The Work will be substantially completed within the respective number of calendar days and dates listed below and completed and ready for final payment in accordance with General Conditions paragraph 14.07 on or before the respective number of calendar days and dates listed below (but not later than the stated dates).
1. The following generally summarizes the anticipated project sequencing:
- a. year 2023
- 1) access (land and marine)
- 2) bypass diversion
- 3) interceptor
- a) CIPP



- 4) structures
  - a) replace
  - b) interior rehabilitation

- b. year 2024
  - 1) rehabilitate marine structure exterior surfaces

2. The following identifies the substantial and final completion requirements:

Project	Substantial Completion		Final Completion	
	Calendar days (consecutive)	Due Date	Calendar days (consecutive)	Due Date
2023		December 15		December 30
1. access				
1.1 Doyle Park - canal bed				
1.1.a installation	14		7	
1.1.b remove and restoration - above canal (immediately after CIPP complete)	14		7	
1.2 Heesakker Park - canal bed				
1.2.a installation	21		7	
1.2.b remove and restoration - above canal and through park (immediately after CIPP complete)	28		7	
1.3 Riverside Park - Fox River				
1.3.a installation	21		7	
1.3.b remove and restoration	14		7	
1.4 Central Park - Fox River				
1.4.a installation	21		7	
1.4.b remove and restoration	14		7	
2. Interceptor - CIPP				
2.1 Combined Locks - mh 32A - 29 ( sections)	21		7	
2.2 Little Chute				
2.2.a mh 25 - 23 (2 sections)	14		7	
2.2.b mh 21 - 18 (3 sections)	21		7	
2.3 Kaukauna				
2.3.a mh 15 - 9 (7 sections)	60		7	
2.3.b mh 4 - 1 (3 sections)	30		7	
3. Structures				
3.1 Replace				
3.1.a mh 32A	21		7	
3.1.b mh 17	21		7	
3.1.c mh 3 - 4	21		7	



3.2	Rehabilitate - Interiors				
3.2.a	Combined Locks				
3.2.a	mh 32A - 29 ( structures)				
3.2.b	Kimberly				
3.2.b	mh 60 - 68 (10 structures)				
3.2.c	Little Chute				
3.2.c	mh 26 - 17 (3 structures)				
3.2.c	mh 38 - 16 (3 structures)				
3.2.d	Combined Locks / Darboy				
3.2.d	mh 51 (1 structure)				
3.2.e	Kaukauna				
3.2.e	mh 12				
3.2.e	mh 6A - 5 (4 structures)				
3.2.e	mh 4 - 2 (3 structures)				
3.2.f	wwtf				
3.2.f	influent wet well				
3.2.g	meter stations (coating related)				
3.2.g	ms 1 (Kimberly)				
3.2.g	ms 2 (Little Chute)				
3.2.g	ms 3 (Little Chute)				
3.2.g	ms 5N (Kaukauna)				
3.2.g	ms 6 (Kaukauna)				
3.2.g	ms 9 (Ahlstrom)				
2024		November 15		November 30	
4.2	Rehabilitate - Interiors				
4.2.a	Fox River				
4.2.a	mh 15 - 9 (8 structures)				
4.2.b	mh 8 - 7 (3 structures)				
	site restoration / stabilization				
	final closeout / documentation				

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with General Conditions Article 12. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 900.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 450.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.



Exhibits B.4  
**PAYMENT in LIEU**

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*Strategic Municipal Services, Inc.*

**SMS**



Description	Value				Notes
	Quantity	Units	Unit Price	Value	

Access

Central Park

Vehicle Access				138,700	
USE gravel drive along canal fenceline					
L    ~1,000 lf					
S    ~ flat					
do NOT use asphalt lot and drive along library					
perimeter security fence	250 lf		60	15,000	tab up.3b
UE - strip topsoil (work area 100' x 180')	240 cy		30	7,200	
UE (onsite stockpile)	350 cy		30	10,500	
cabc (9")	1,250 t		30	37,500	
UE - remove and dispose of CABC (on-site gravel drives)	560 cy		30	16,800	
UE - replace topsoil	240 cy		30	7,200	
UE - replace UE	350 cy		30	10,500	
Turf (seed, fertilizer, straw mulch disc crimped)	3,400 sy		10	34,000	
Shoreline Access				448,400	
Clear and Grub (woody brush and small trees)	1 ls		5,000	5,000	< 0.1 acre
Pile wall (100' L x 25' H) (w/ "C" cap)	2,500 sf		40	100,000	
	100 lf				
"tie back" reinforcement system	100 lf		300	30,000	
Pile wall - railing	100 lf		100	10,000	
Rip Rap (toe)	120 cy		120	14,400	
UE - dredge bed	1,200 cy		60	72,000	
dewater (on site stockpile)	1 ls		10,000	10,000	
silt boom / curtain	300 lf		50	15,000	
UE - haul / dispose offsite	1,200 cy		100	120,000	
tipping fee (Hilbert, Green Bay)	1,440 t		50	72,000	

Riverside Park

Vehicle Access				137,250	+ trees
perimeter security fence	300 lf		60	18,000	
clear and grub trees (3) < 8" BHD	3 ea		2,000	6,000	
UE - strip topsoil (work area 100' x 180')	150 cy		30	4,500	
	900 sy				
SAS fabric	150 sy		5	750	
breaker run (vehicle pads)	160 cy		40	6,400	
cabc (6") vehicle driving surface	80 t		30	2,400	
UE - remove and dispose of BR and CABC (off-site)	40 cy		50	2,000	
UE - replace topsoil	150 cy		30	4,500	
Sawcut full-depth (asphalt)	120 lf		15	1,800	
Remove					
concrete curb and gutter	160 lf		10	1,600	
asphalt pavement (3")	1,300 sy		10	13,000	
Turf (seed, fertilizer, straw mulch disc crimped)	900 sy		10	9,000	
Pavement					
concrete curb and gutter	160 lf		30	4,800	
asphalt pavement (3")	250 t		250	62,500	
Shoreline Access				448,400	same as Central Park