

It is expected that a Quorum of the Personnel Committee, Administration Committee, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
February 1, 2010
6:30 PM
or immediately following the Administration Committee
AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [January 18, 2010](#)
- D. ACTION ITEMS
 - 1. [Approval of City of Menasha 2010 Minimum Wage Rates](#)
 - 2. [Tayco Street Pond Operation and Maintenance Agreement \(Town of Menasha/City of Menasha\)](#)
 - 3. [Manitowoc Road Rehabilitation Project Agreement \(Town of Menasha/City of Menasha\)](#)
- E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
January 18, 2010
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 7:51 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Ald. Benner, Roush, Taylor, Wisneski, Pack, Hendricks, Zelinski

EXCUSED: Ald. Englebert

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, DPW Radtke, CDD Keil, Deborah Wetter (Valley Transit) and Clerk Galeazzi

C. MINUTES TO APPROVE

1. [January 4, 2010](#)

Moved by Ald. Roush, seconded by Ald. Zelinski to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. [Street Use Application – Team Hailey 5K Run/Walk for a Cure; Saturday, April 17, 2010; 8:00 AM – 10:30 AM](#)

Moved by Ald. Wisneski, seconded by Ald. Hendricks to recommend approval to Common Council

Motion carried on voice vote.

2. [R-3-10 Resolution Supporting the Formation of the Fox Cities Regional Transit Authority](#)

Deborah Wetter from Valley Transit spoke to the Board on the proposal to create a regional transit authority. She explained the benefits, cost impacts to participating municipalities, and the proposed legislation. Ms. Wetter explained other area municipalities have been asked to present the proposal of a regional transit authority to the Boards/Councils. At this time, City of Menasha is the first to have it on an agenda for discussion.

Discussion ensued on how a regional transit authority would be funded; how other municipalities would benefit; who would have controlling shares.

Moved by Ald. Pack, seconded by Ald. Zelinski to table R-3-10.

Motion carried on voice vote.

3. [O-3-10 Ordinance Pertaining to Excavation Permits \(Alderman Michael Taylor\)](#)

DPW Radtke explained this ordinance would allow the Board of Public Works to set the fees for excavation permits without having to change the ordinance each time there is an increase.

Moved by Ald. Zelinski, seconded by Ald. Pack to recommend approval to Common Council

Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Wisneski, seconded by Ald. Pack to adjourn at 8:39 p.m.

Motion carried on voice vote

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

CITY OF MENASHA, WISCONSIN
JOB CLASSIFICATION & MINIMUM WAGE RATES
FOR
STREETS, HIGHWAYS, SIDEWALKS, & BRIDGE CONSTRUCTION
Section 66.293(1), Wisconsin Statutes

CLASSIFICATION	TOTAL MINIMUM COMPENSATION WAGES & FRINGES	
	EXISTING	2010 PROPOSED
Foreman	\$ 19.86	\$20.06
Formsetter	\$ 15.75	\$15.91
Finisher	\$ 17.80	\$17.98
Cement Mason	\$ 17.80	\$17.98
Truck Driver - Single Axle	\$ 14.93	\$15.08
Truck Driver - Tandem & Larger	\$ 15.75	\$15.91
Equipment Operator	\$ 18.58	\$18.77
Raker	\$ 15.75	\$15.91
Roller - Small	\$ 14.47	\$14.61
Laborer	\$ 13.55	\$13.69
Finisher Apprentice	\$ 14.93	\$15.08
Operator Apprentice	\$ 15.76	\$15.92
Carpenter	\$ 14.93	\$15.08
Bricklayer	\$ 17.80	\$17.98
Electrician	\$ 23.60	\$23.84

Any classification not specifically listed above shall be paid not less than the rate of a laborer.

I, Deborah A. Galeazzi, duly appointed City Clerk of the City of Menasha, Winnebago and Calumet counties, Wisconsin, do hereby certify that the contents above (Job Classification and Minimum Wage Rates) were passed and approved by the Menasha Common Council on _____, 20____.

Deborah A. Galeazzi, City Clerk

INTERMUNICIPAL AGREEMENT
TAYCO STREET POND OPERATION & MAINTENANCE
Town of Menasha and City of Menasha

This Agreement is being entered into between the City of Menasha, a Wisconsin Municipal Corporation located in Winnebago County and Calumet County, State of Wisconsin, and the Town of Menasha, a Wisconsin Municipal Corporation located in Winnebago County, State of Wisconsin and arises out of paragraph 5 of the First Amendment To Intermunicipal Agreement Joint Stormwater Feasibility Agreement between the parties dated August 27, 2009;

1. The City of Menasha and Town of Menasha desire to jointly operate and maintain the Tayco Street Pond (Tayco Pond) which is depicted in Figure A.
2. The City and Town agree that Tayco Pond will directly benefit the City and Town. Pursuant to NR 216.07(6), the City and Town recognize that they are each mandated to achieve a 40% reduction in total suspended solids (TSS) by March 10, 2013.
3. The Tayco Pond watershed is estimated to be 1,217 acres in size. Of the 1,217 acres, 859 acres of land are currently located in the City of Menasha and 358 acres of land are located in the Town of Menasha.
4. Based on current DNR guidance, Tayco Pond is designed to achieve a 52.1% TSS reduction for the 1,217 acre watershed. Tayco Pond's TSS reduction was evaluated using the Source Loading and Management Model (SLAMM).
5. The City and Town recognize that Tayco Pond requires routine operation and maintenance in order to function properly and achieve the 52.1% TSS reduction.
6. Based on the existing land use condition contained within the Tayco Pond Stormwater Management Plan, the 1,217 acre watershed contains 1,142 acres of developed urban area and 75 acres of undeveloped area. Of the 1,142 acres of developed urban area, 805 acres are currently located in the City of Menasha and 337 acres are located in the Town of Menasha. On an average annual basis, Tayco Pond provides an 117,337 pound (74.2%) TSS reduction for the 805 acres of City developed urban area and a 40,880 pound (25.8%) TSS reduction for the 337 acres of Town developed urban area.
7. The Town of Menasha shall be the lead agency in the Tayco Pond operation and maintenance activities. Activities are more fully described within the Tayco Pond Operation & Maintenance Plan. Parties must mutually agree to any future changes to the Operation & Maintenance Plan (dated June 25, 2009). Generally, operation and maintenance activities include, but are not limited to, the following:
 - a. Debris & Litter Collection and Disposal
 - b. Vegetation & Noxious Weeds Management
 - c. Algae Management
 - d. Erosion Control
 - e. Sediment Management, Collection and Disposal

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- f. Mosquito Control
- g. Nuisance Wildlife Management
- h. Structure Inspection and Maintenance

Both parties agree that operation and maintenance activities shall be accomplished through the use of Town and City staff to the greatest extent possible, with the work load shared approximately on the basis of the TSS reduction percentages provided in paragraph 6. Management staff from both parties must agree before contracted services are arranged.

8. The Town of Menasha shall be the paying party for all contracted operation and maintenance activities. The Town shall provide a tabulation and documentation of all costs to the City of Menasha. Costs shall be shared and paid based on the TSS reduction percentages provided in paragraph 6. Said billing shall be paid in full within thirty days of receipt of billing.
9. The City and the Town agree that any maintenance project estimated to cost \$7,500 or more will require the agreement of both communities before the project may proceed.
10. Both parties agree pond inspections required by each party's MS4 Permit shall be accomplished through the use of Town and City staff to the greatest extent possible. All information obtained through these inspections shall be shared between both parties.
11. Beginning March 1, 2010, this agreement will be reviewed every five (5) years to reconsider the percentage of TSS reduction allocated to each community in paragraph 6. An engineer agreed upon by both the City and the Town will reanalyze the percentage allocation of TSS reduction and if recommended by the engineer the percentage allocation in paragraph 6 shall be adjusted. The City and Town agree that any future adjustment of the percentage allocation will only impact the division of costs for future maintenance, and will not be utilized to adjust any past, present, or future debt service costs.
12. This agreement shall remain in effect unless the parties mutually agree to terminate the agreement. Project costs incurred to date at the time of any termination shall be shared and paid based on the percentages provided in paragraph 6.

Dated this _____ of _____, 2010.

TOWN OF MENASHA

By: _____
Arden Tews, Town Chairman

Karen Backman, Town Clerk

APPROVED AS TO FORM:

Herrling & Clark Law Firm
Town of Menasha Attorney

Dated this _____ of _____, 2010.

CITY OF MENASHA

By: _____
Donald Merkes, Mayor

Deborah A. Galeazzi, City Clerk

APPROVED AS TO FORM:

Pamela Captain
City of Menasha Attorney

Intermunicipal Agreement
Town of Menasha – City of Menasha
Manitowoc Road Rehabilitation Project

AGREEMENT entered into between the Town of Menasha, a Wisconsin Municipal Corporation, located in Winnebago County, State of Wisconsin, hereinafter called the "Town"; and the City of Menasha, a Wisconsin Municipal Corporation, located in Winnebago County, State of Wisconsin, hereinafter called the "City".

1. The Town and City have agreed in year 2010 to pulverize and resurface Manitowoc Road from the approximate location of Oneida Street west to Melissa Street.

2. A portion of Manitowoc Road abuts the Town and a portion abuts the City.

3. This project has received American Recovery and Reinvestment Act (ARRA) funding in the amount of \$569,029. Additionally, the Town has submitted an ARRA Project Change Management Request for an increase in funding of \$70,831, for a potential total ARRA funding amount of \$639,860.

4. The Town and City agree the Town shall cause all engineering plans and specifications to be prepared in conformance with Wisconsin Department of Transportation (WisDOT) standards. This project will be bid and let by WisDOT. All costs of engineering shall be considered part of the total project costs.

5. The Town and City recognize there may be local non-participating costs for certain ineligible contract items and for project costs exceeding the total ARRA funding amount. Reference the total local project costs for the WisDOT project, the Town shall be responsible for 58.5% thereof and the City shall be responsible for 41.5% thereof. Owners of utility facilities for which work is being done on the WisDOT project shall be responsible for any non-participating costs involving such facilities.

6. Preliminary storm sewer improvements are necessary for the completion of the Manitowoc Road resurfacing project to WisDOT standards. The Town and City agree the Town shall prepare all engineering plans and specifications for this storm sewer work and enter into all contract documents to accomplish the storm sewer work. The storm sewer project costs shall include all engineering costs, bidding costs and construction costs. The City shall be responsible for the project costs for all storm sewer work in the City and the Town shall be responsible for the project costs for all storm sewer work in the Town.

7. The Town shall be the paying party for all local project costs for both the WisDOT project and the storm sewer work. The Town shall provide a tabulation and documentation of all costs to the City of Menasha. Costs shall be shared on the basis of the percentages provided in paragraph 5 for the WisDOT project. Costs shall be shared on the basis of Paragraph 6 for the advance storm sewer work. The City shall reimburse the Town within thirty (30) days of receipt of billing.

Dated this _____ of _____, 2010.

TOWN OF MENASHA

By: _____
Arden Tews, Town Chairman

Karen Backman, Town Clerk

APPROVED AS TO FORM:

Herrling & Clark Law Firm
Town of Menasha Attorney

Dated this _____ of _____, 2010.

CITY OF MENASHA

By: _____
Donald Merkes, Mayor

Deborah A. Galeazzi, City Clerk

APPROVED AS TO FORM:

Pamela Captain
City of Menasha Attorney