



OFFICIAL NOTICE AND AGENDA
of a meeting of a City Board, Commission, Department
Committee, Agency, Corporation, Quasi-Municipal
Corporation, or Sub-unit thereof.

A Meeting of Wausau Water Works Commission will be held in the
Board Room, 2nd Floor City Hall, Wausau, WI 54403 at 1:30 p.m. on
Tuesday, September 2, 2014.

AGENDA

1. Roll Call
2. Approve Minutes of August 5, 2014 meeting
3. Staff Report on Utility Operations
 - Well No. 11
 - Cleaning of Clear Well
 - Effluent pH
 - Fecal Coliform Test Results
 - Hydrogen Sulfide Media Not Performing
 - Hydrogen Sulfide Testing Program
4. Consider request for billing adjustment – Todd Utecht
5. Consider Utility funding of the 2015 Ortho Photography Project (Groat)
6. Make recommendation regarding the purchase of a Fixed Network Meter Reading System. (Request for Proposals were opened by the Board of Public Works on August 26, 2014.)
7. Make recommendation regarding the purchase of aluminum sulfate for the Wastewater Treatment Plant. (Bids were opened by the Board of Public Works on August 26, 2014.)
8. Consider meeting with Rib Mountain Metropolitan Sewerage District to discuss Future Phosphorous Requirements and Cooperative Agreements

Adjourn

Signed by: /s/ James E. Tipple
Presiding Officer or Designee

ATTN: Newsroom
Daily Herald

Faxed by: Lori Wunsch

Date: 08/28/2014

Time: 9:30 a.m.

THIS NOTICE POSTED AT CITY HALL

Date: 08/28/2014 Time: 9:30 a.m.

By: Patti L. Sorenson



Minutes of August 5, 2014

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on August 5, 2014. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on July 29, 2014.

1) **Roll Call**

Members present: President Tipple, Commissioners Gehin, Otto, Rebman, and Winters.

Others present: Dave Erickson; Dick Boers; Deb Geier; Valeria Swanborg; Tonia Speener, Clark Dietz, Inc.

2) **Approve Minutes of July 1, 2014**

Motion by Mr. Rebman to approve the minutes of the July 1, 2014 meeting. Seconded by Mr. Winters. Motion carried unanimously 5-0.

3) **Staff Report on Utility Operations.**

- Well No. 11 has been chlorinated three times. It will be sampled today and two safe samples are needed before it can be brought back online. If two safe samples are not obtained, Boers has received quotations to have the well acidized. The lowest quote was \$11,500. About 5 years ago there was a problem with the same well and the bacteria could not be identified. If chlorinating the well does not work, there is no choice but to acidize the well. It was noted that the well was taken off line as soon as it was found to be unsafe. The DNR was also informed.
- The tank for hauling water to be bottled was received. We hope to have bottled water by the end of the month.
- Contractors are in town working on two different projects. One is repairing watermain issues from the winter that staff was unable to complete due to the scope of the projects. The other contractor is repairing some of the small patches where roads needed to be opened up for utility repairs.
- Marathon County Emergency Government had advised that Governor Walker has requested a federal disaster declaration associated with the past winter. There were a number of counties included. It appeared we would qualify for assistance; however, FEMA has since denied the request. The State is looking to appeal this decision.
- The Village of Brokaw has requested a billing adjustment for the water they used over the winter to keep their system from freezing. This will be discussed as an agenda item.
- Todd Utecht is unable to attend the meeting today, so he has asked that his request be postponed until September.
- We are in the process of completing the required lead and copper testing. This needs to be done every three years. The first group has been completed and we are waiting for the results before contacting the second group.
- Joe Gehin had requested the City Attorney to review his eligibility to remain a Commissioner. The City Attorney did forward the information to the State of Wisconsin Government Accountability Board. They have determined that no

conflict exists. However, if there are any votes concerning the firm he works for it was recommended that he abstain.

- The water rate application has been submitted to the PSC. It is expected to take about six to nine months to turn around. A public hearing is anticipated after the first of the year. Rates would most likely go into effect late first quarter or early second quarter.
- The Wastewater Plant is on track to meet permit limits for July.
- Ahern Construction is planning to start the rehab of final clarifier #3 during the week of August 25th. They originally planned on starting earlier but some parts will not be available until October and staff did not want the clarifier down that long.
- Visu Sewer has completed the sewer lining project for 2014.
- The City closed on the purchase of the property at Cleveland and Joyce Streets on July 18, 2014.
- The new air handling unit has been delivered to the Wastewater Plant. They are still waiting to hear back on a construction schedule from the contractor.

Motion by Mr. Otto to accept the Staff Report as presented and place on file. Seconded by Mr. Rebman. Motion carried unanimously 5-0.

4) **Consider request for billing adjustment – Village of Brokaw**

Geier stated the Village of Brokaw has requested a billing adjustment for the water that was used to keep their system from freezing. Geier checked with the Public Service Commission and their determination was that Brokaw was responsible for the water that they used. Boers stated 27 homes left their water run constantly for a couple of months, which amounted to approximately 4 million gallons of water for about \$7,800. Winters questioned if the water was ran to avoid homes from freezing or because of the water tower. Boers stated according to the Village it was because of the homes running water, but they did drain the water tower as well to avoid freezing. Winters stated it is not a lot of money but wondered what type of precedent it would set. Otto said we are running at a deficit and asking for a rate increase to offset that, this may be a small amount but \$7,800 would cover a lot of monthly water bills in Wausau. Rebman asked how much water was drained from the tower and Boers replied approximately one quarter. The tower is a 200,000 gallon tower and the Village uses about 6,000 gallons a day on a normal basis. During the winter time, they have to flush the tower so it does not freeze. They also flush in the summer to avoid bacteria problems.

Mr. Otto moved to deny the request for the billing adjustment for the Village of Brokaw based upon the recommendation of the Public Service Commission. Seconded by Mr. Rebman. Motion carried unanimously 5-0.

5) **Consider request for billing adjustment – Todd Utecht**

This item was pulled from the agenda.

6) **Discuss and make recommendation regarding the sole source document for the Gateway Project**

Geier stated a few months ago a representative from Ferguson Water Works came before the Commission to explain the Gateway Project. It is an upgrade to our current meter reading system that would allow us to do more on-demand type readings. This would allow the billing clerk to be able to read the meters for the quarter without having to send a meter reader to the property. There are some areas that would still have to be read onsite because there are not enough collectors to cover the entire City. Approximately 75% of the City should be covered. This is a Neptune System and would not require any additional meters or change of radio boxes. Because it is a Neptune product, there is only one vendor for our territory, which is Ferguson Water Works. There are other vendors that offer a similar system; however, they would not necessarily be compatible with our system and would likely require us to change out the boxes, which would be quite costly. The anticipated cost for the first phase, which is the installation of 6 collectors, is approximately \$78,144. Mayor Tipple asked about the second phase. Geier stated depending on how well this works, the hope is to install additional collectors throughout the City and eventually obtain 100% of the City. With the current proposed locations, readings would not be obtained in the Industrial Park, the Riverview area, and the southeast end. The area targeted is along the river corridor where the greatest share

of rental properties are located.

Otto questioned the anticipated savings. Geier stated the meter reader is anticipating retiring in February. That position would not be filled in the same capacity. It will not be a tremendous amount of cost savings, but it will provide more efficiency and provide better customer service. Winters asked what the position pays. Geier stated the position will not be filled in the same capacity, but will be filled as a water operations position, which is about \$40,000 in wages. Boers stated the position will need to be filled as they still need someone to exchange meters, do some meter reading, complete locates, etc. Boers added it would save time because if there is a large turnover of renters, currently someone has to go to the property for the reading. With this system, the reading can be done by the billing clerk. Geier noted that because of the winter operations, staff is still behind on items that are supposed to be done this year. Meter change outs have not been started yet this year. Boers added that there are yearly routine duties required by the DNR. Mayor Tipple questioned the number of employees on staff when Mr. Gehin was the director. Gehin replied there were four meter readers. When equipment changed to receptacles on the outside of the house, staff was reduced to two meter readers. Winters stated he understands that this will save time but it is actually not a savings of money. Otto asked if the person who is retiring is at the top of his pay scale. Geier confirmed and indicated the person hired to fill the position would start at the bottom of the scale. The position would most likely be filled as a Distribution Maintainer rather than a Meter Reader with the understanding that duties would be shared. Mayor Tipple indicated there may not be any cost savings but there would be a reorganization of the department to make it more efficient. Geier explained this upgrade will allow for greater customer service. Winters stated if positions are going to be changed it should go through the Human Resources Committee. Geier stated it would and added that this is being done in conjunction with the meter reader retirement but has been looked at for some time as a means to improve customer service. Otto questioned if this was budgeted for and Geier confirmed. Gehin asked if the remote sites would communicate directly with City Hall and Geier replied yes.

Winters questioned if a RFP could be completed indicating the system needs to be compatible with the current system. Geier stated it has to work with the Neptune system and Ferguson is the only vendor in this territory. Winters understands that there may not be a competitor, but with a RFP the City at least looked to ensure there are no other vendors. Mayor Tipple suggested having a short window for the RFP so the project can move forward.

The Commission directed staff to prepare a RFP and have replies back so it can be discussed at the September meeting.

Erickson noted he had a discussion with Ken Johnson of Rib Mountain. A joint meeting may be held with the Rib Mountain Metro Sewage District in the near future to discuss the possibility of consolidation.

7) **Adjourn**

There being no further business to discuss, motion was made by Mr. Winters to adjourn the meeting. Seconded by Mr. Gehin. Motion carried unanimously 5-0. Meeting adjourned at approximately 2:00 p.m.

/s/ Keene Winters

Secretary



August 28, 2014

MEMORANDUM

TO: President Tipple
Commissioner Gehin
Commissioner Otto
Commissioner Rebman
Commissioner Winters

FROM: Dave Erickson, Wastewater Superintendent
Deb Geier, Utility Resource Manager

SUBJECT: Staff Report – July 2014

DRINKING WATER DIVISION

1. Well No. 11 is back online. The well was chlorinated by staff and did not have to be acidized.
2. The clear well has been cleaned and inspected.

WASTEWATER DIVISION

1. The effluent pH on July 28th was 5.9 , our lower limit is 6.0
2. Fecal Coliform Test results on August 11th and again on August 18th were high. We cleaned the UV lights and increased the intensity in the programming. The situation also improved as the effluent quality improved. The test from August 21st was good.
3. The hydrogen sulfide media that cleans our methane before it is burned in the microturbines has not been performing. We tried a different supplier as their price was lower and they claimed it would perform better. They are sending a representative on Tuesday 8/26/14 to diagnose the problem.
4. Dave Erickson and Ken Rye met with Ken Ligman of Becher Hoppe to set up a Hydrogen Sulfide testing program for the industrial park interceptor line. We have observed a deterioration of the concrete and believe it is caused by hydrogen sulfide

AGENDA ITEM #6



August 27, 2014

REQUEST FOR PROPOSALS
FIXED NETWORK METER READING SYSTEM

The following proposal was opened by the Board of Public Works on August 26, 2014:

Ferguson Waterworks	\$84,500
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The Wausau Water Works Commission is scheduled to meet on Tuesday, September 2, 2014 for final approval.

AGENDA ITEM #6



August 22, 2014

City of Wausau
407 Grant Street
Wausau, WI 54403

Subject: RFP For Fixed Base Data Collectors

We are pleased to submit the following proposal which meets your request for an AMR/AMI fixed base meter reading system.

Ferguson Waterworks with its current staff have been involved in the meter business since 1964. We are supplying the Neptune Technology Group products for your evaluation. We have submitted all options as requested.

We look forward to working with the City of Wausau on the next step toward a fixed base meter reading system.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Swenson", with a long horizontal line extending to the right.

Scott Swenson
Ferguson Waterworks

AGENDA ITEM #6



**REQUEST FOR PROPOSALS
FIXED NETWORK METER READING SYSTEM**

Base price for fixed network system (including collectors) \$ 57,500

Is other hardware needed? Yes _____ No X

If yes, please list in detail, with costs

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Is your system compatible with all vintages of Neptune R900 MIUs? Yes X No _____

If no, cost of MIU's _____ each \$ _____

Can one MIU read all vintages of Neptune meters? Yes X No _____

Explain The Gateway System is compatible to all Neptune radio versions.

Does your radio read system require a FCC license? If yes, cost \$ No

Installation price for six (6) fixed network collectors \$ 26,000

Training, installation of software \$ 1,000

Other Exception. Quoted installation cost above includes one day labor for each location. If contractor is required to make multiple trips due to weather the cost per day for crew is \$1,500.00. \$ 1,500/day

Other Exception. The City of Wausau will need to provide two man lifts or one lift truck for installation of antenna mount and coax run at Smoke Stack site. \$ TBD by City of Wausau

Is your equipment capable of receiving reads while utilizing a hand held reading device and/or mobile reading device and/or a fixed network? Yes X No _____

Proposal Total \$ 84,500

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Wausau Water Works
Request for Proposal – Fixed Network Reading System
Page 2

Company Name Ferguson Waterworks

Contact Scott Swenson

Address 1694 91st Ave NE

City/State/Zip Blaine, MN 55449

Email scott.swenson@ferguson.com Phone o. 763-560-5200 c. 612-670-8035

Brand of Equipment Neptune Technology Group

Questions regarding this proposal may be directed to Deb Geier (715) 571-7983 or Scott Boers (715) 571-9774.

Proposals will be accepted until 4:00 p.m. on Monday, August 25, 2014
City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

Mark envelope "Meter Reading RFP"

Wausau Water Works/City of Wausau reserves the right to accept or reject any or all proposals, or to choose the proposal deemed to be in the best interest of Wausau Water Works/City of Wausau.



NEPTUNE
TECHNOLOGY GROUP INC.

Take Control.

ARB[®] FixedBase

City of Wausau (WI)
ARB[®] FixedBase[™] R900 v3 Gateway
Propagation Analysis

Scope:

- 16,030 meters in the service area
 - Geocoding
 - 0 (00.0%) matched to street
 - 0 (00.0%) no match
 - Meter locations given in shape files

- Service boundary is approximately 24.42 sq. miles

- External Wall used for evaluation.
 - R900v3 Wall MIU

- Potential Gateway locations provided.
 - Water Tanks and Potential Pole Location

Coverage Maps:

- Composite RF coverage for all Gateway sites.

Good: Green > -100dBm

Marginal: Orange -100dBm to -110dBm

Poor: Yellow < -110dBm

- **Maps**

- Map 1: Outside Wall Coverage from provided locations

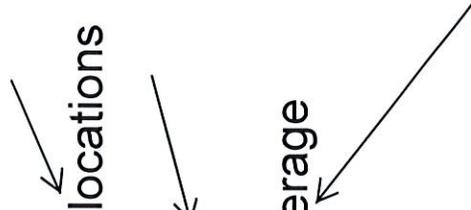
- Map 2: East Side Outside Wall Coverage

- Map 3: West Side Outside Wall Coverage

- Map 4: East and West Side Outside Wall Coverage

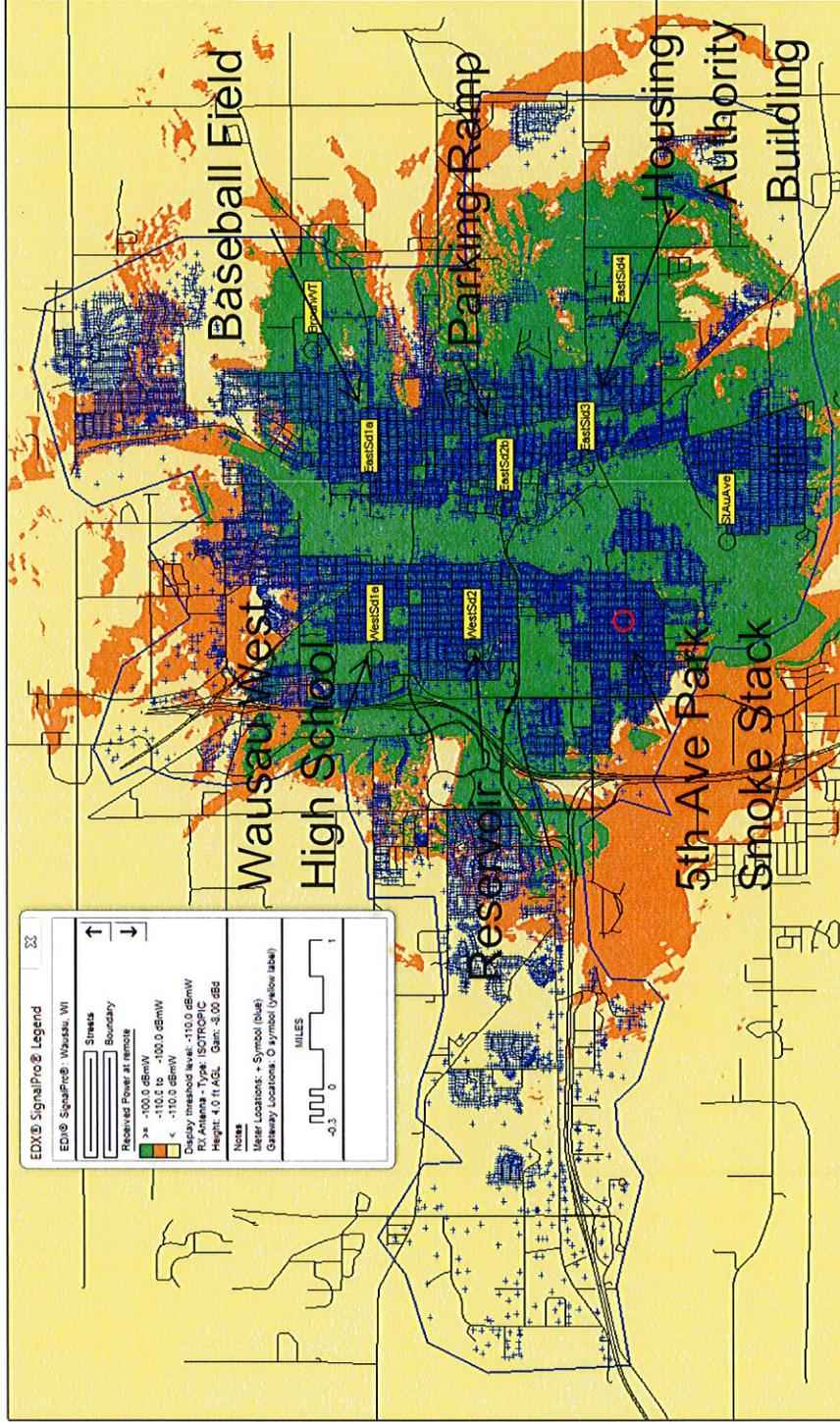
- Map 5: All Locations Coverage

- Elevation Map



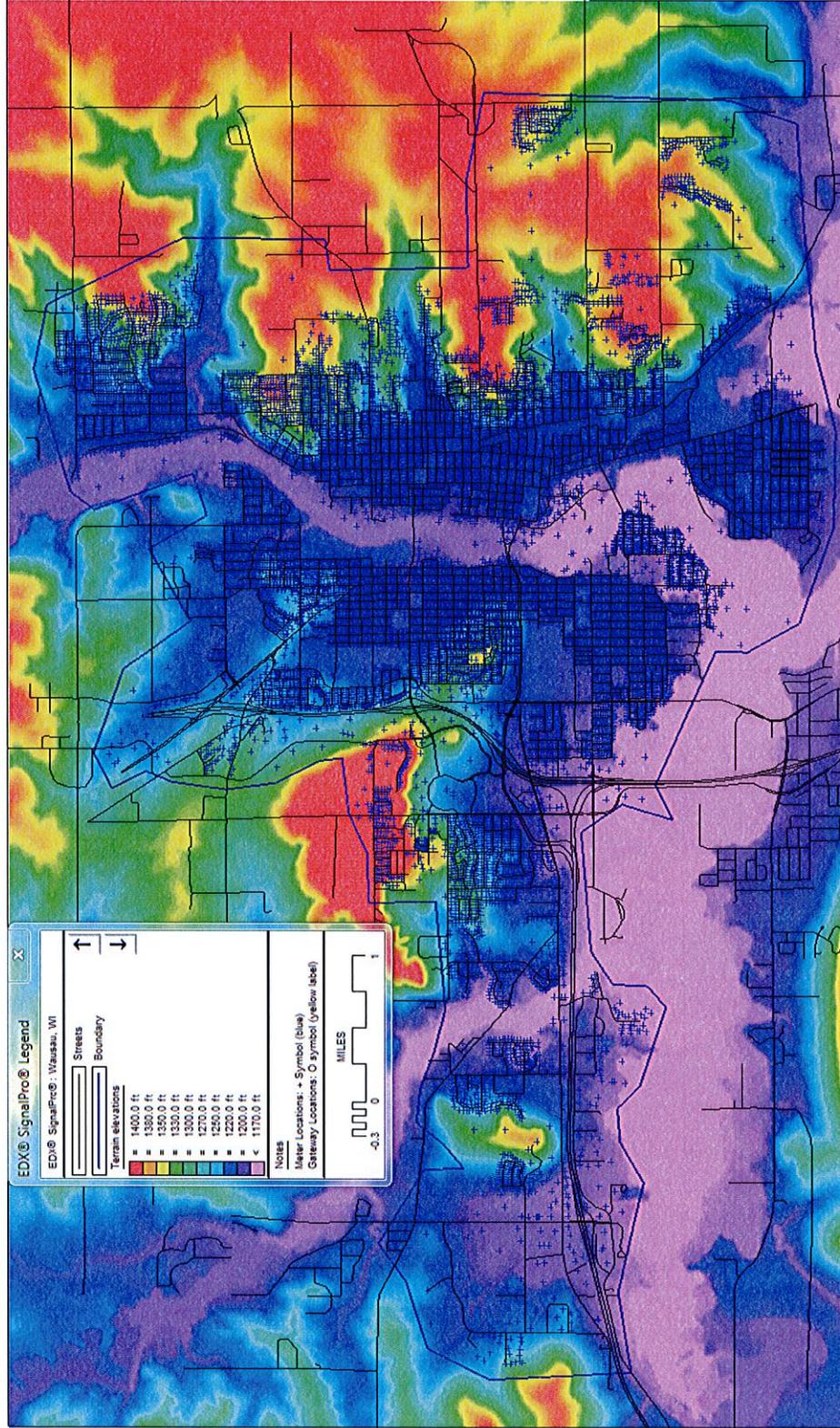
Map 4

AGENDA ITEM #6



Elevation Map

(National Elevation Dataset available, courtesy of the U.S. Geological Survey)



AGENDA ITEM #6



City of Wausau Gateway Fixed Data Collector
Explanation of Location Hardware and Installation

Location 1: Baseball Field (East side-north)

The proposed installation method at the baseball field is to mount the R900 Gateway at approx. 10-13 feet from grade on a light tower. An antenna would be run the height of the tower. The site is currently targeted for cellular data communication.

Material specifics: R900 Gateway - Cellular, UPS Outdoor System Assembly (Wall/Pole), 90 feet ½" diameter coax, (2) ½" connector male, (2) ½" connector female, RF Antenna Wall Mounting Kit, External Cellular Antenna Mounting Kit. (Omni to fabricate custom mounting bracket)

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AGENDA ITEM #6

Location 2: Parking Ramp (East side-central)

Ferguson Waterworks has selected the roof mount antenna for this location. The collector will ideally be mounted inside the staircase with cable run to a roof mount.

Material specifics: R900 Gateway – Cellular, UPS Outdoor System Assembly (Wall/Pole), 30 foot coax, RF Antenna w/Brackets, RF Antenna Wall Mounting Kit, RF Antenna Mounting Bracket Kit, External Cellular Mounting Kit, and the appropriate amount of cinder blocks to achieve the ballast to equal the wind load that we are designing to meet.

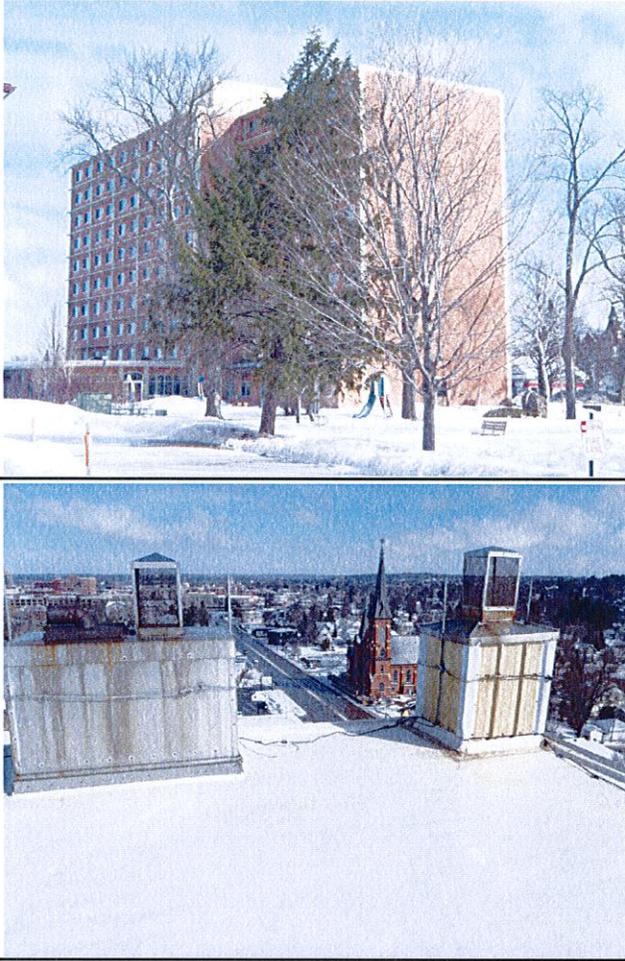


Location 3: Housing Authority Building (East side – south)

Ferguson Waterworks suggests the R900 Gateway receiver to be installed inside the attic utility room. We have selected a roof mount stand for this location. The antenna would be run to the Roof Mount Stand on the buildings highest point.

Material specifics: R900 Gateway – Cellular, UPS Outdoor System Assembly (Wall/Pole), RF Antenna w/Brackets, 60 feet ½" diameter coax, (2) ½" connector male, (2) ½" connector female, RF Antenna Wall Mounting Kit, RF Antenna Mounting Bracket Assembly, roof mount, pad and ballast.

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Location 4: High School (West side – north)

Ferguson Waterworks has selected a roof mount stand for this location. The R900 Gateway location for installation is to be determined. However, we did notice a “pole” on the highest point of the roof but were unable to inspect. Ferguson Waterworks will look to attach pipe to pipe to that fixture or roof mount at that same height.

Material specifics: R900 Gateway – Cellular, UPS Outdoor System Assembly (Wall/Pole), RF Antenna w/Brackets, 100 feet ½” coax, (2) ½” connector male, (2) ½” connector female, RF Antenna Wall Mounting Kit, RF Antenna Mounting Bracket Assembly, External Cellular Antenna Mounting Kit, supply mount, pad and ballast.

AGENDA ITEM #6



Location 5: Reservoir (West side – central)

Ferguson Waterworks has selected a roof mount for this location. The Gateway receiver would be installed on the side of the reservoir with coax cable run to the peak of the reservoir where the roof mount would be located. If existing antenna at peak of reservoir is not currently being used Ferguson Waterworks could alternatively use existing pole infrastructure and forego roof mount.

Material specifics: R900 Gateway – Cellular, UPS Outdoor System Assembly (Wall/Pole), RF Antenna w/Brackets, 200 feet ½" coax, (2) ½" connector male, (2) ½" connector female, RF Antenna Wall Mounting Kit, RF Antenna Mounting Bracket Assembly, External Cellular Antenna Mounting Kit, and the appropriate amount of cinder blocks to achieve the ballast to equal the wind load that we are designing to meet.

AGENDA ITEM #6



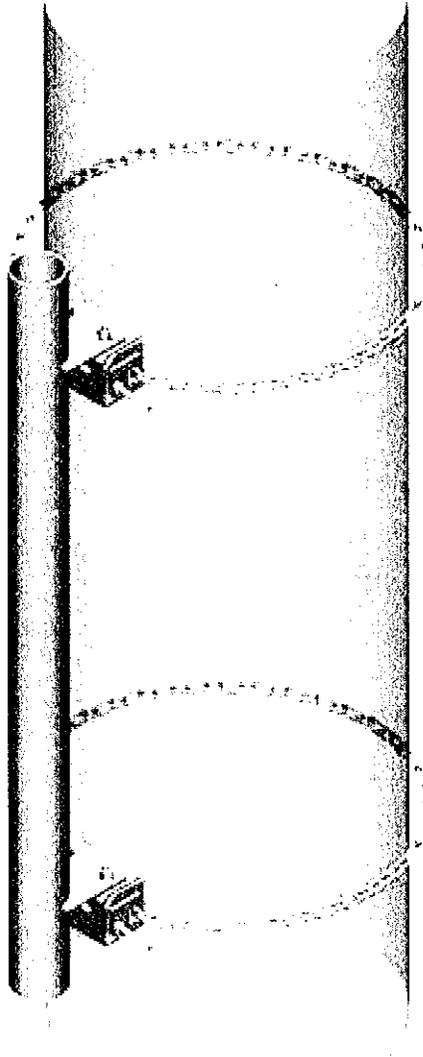
Location 6: Smoke Stack at 5th Ave Park (West side – south)

Ferguson Waterworks has selected an antenna mount for the 5th Ave park smoke stack location. The Gateway receiver would be mounted 13-15' off the ground. Coax cable would be anchored to the brick via Butterfly's. An Aluma-Form model CAM-MFM with additional aluminum pole is to be installed near the top of the stack with the pole to extend above decorative stack lip.

Material specifics: R900 Gateway – Cellular, UPS Outdoor System Assembly (Wall/Pole), RF Antenna w/Brackets, 100 feet 1/2" coax, (2) 1/2" connector male, (2) 1/2" connector female, RF Antenna Wall Mounting Kit, RF Antenna Mounting Bracket Assembly, External Cellular Antenna Mounting Kit, Aluma-Form model CAM-MFM mount and aluminum pole.

*The City of Wausau would need to provide either two man-lifts or one boom truck for installation use for stack Aluma-Form mount and coax cable mounting.

AGENDA ITEM #6



AGENDA ITEM #6

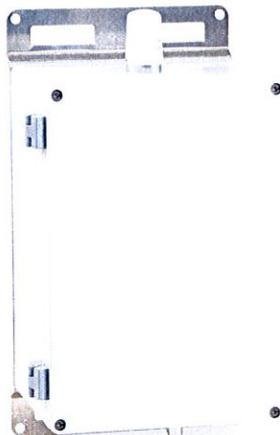


ARB® UTILITY MANAGEMENT SYSTEMS™



R900® GATEWAY v3

The R900® Gateway v3 (Gateway) makes migration from mobile AMR to fixed network AMI easier than ever before. Meter reading performance is improved over prior-generation Gateways with cutting-edge, software-defined radio (SDR) technology. This new SDR technology is capable of processing eight readings simultaneously, 360 readings per second, and increases the number of RF channels from one to 50. Reading range is also vastly improved, reducing the number of Gateways required to cover your specific geography.



The Gateway system is compatible with Neptune's N_SIGHT™ R900® host software and obtains readings from Neptune R900® meter interface units (MIUs). The Gateway then stores the meter reading data and transmits the information via a cellular or Ethernet modem to an FTP site, which is linked to the N_SIGHT software. The Gateway units can operate with either an AC power supply or solar panel.

The billing function is facilitated through the N_SIGHT R900 software package. As billing routes are downloaded to N_SIGHT R900, the software can poll the database of readings received from the Gateway for applicable accounts on the billing route. Relevant data is then uploaded through the existing interface to the billing software. This data flow eliminates the need for two file transfers with the utility's CIS/billing software and allows for easy migration of N_SIGHT R900 customers from mobile AMR to fixed network AMI.

An R900-based system allows a mix-and-match approach. Gateways can provide full-scale fixed network AMI, or a mobile AMR system could be used for single-family residential subdivisions that require one monthly read for billing purposes. Targeted fixed network AMI could be utilized for applications requiring more frequent reads, say, Commercial and Industrial (C&I) meters. By combining systems, you can create the perfect solution for the unique challenges your utility faces.

KEY FEATURES

- Enables migration from mobile AMR to fixed network AMI
- High-performance, software-defined radio (SDR) technology
- Multi-carrier CDMA/GSM cellular modem
- Supports E-CoderPLUS advanced features
- Easily installed AC- and solar-powered configurations
- Compatible with N_SIGHT R900 host software
- Up to three (3) days of battery backup
- USB flash drive backup data retrieval

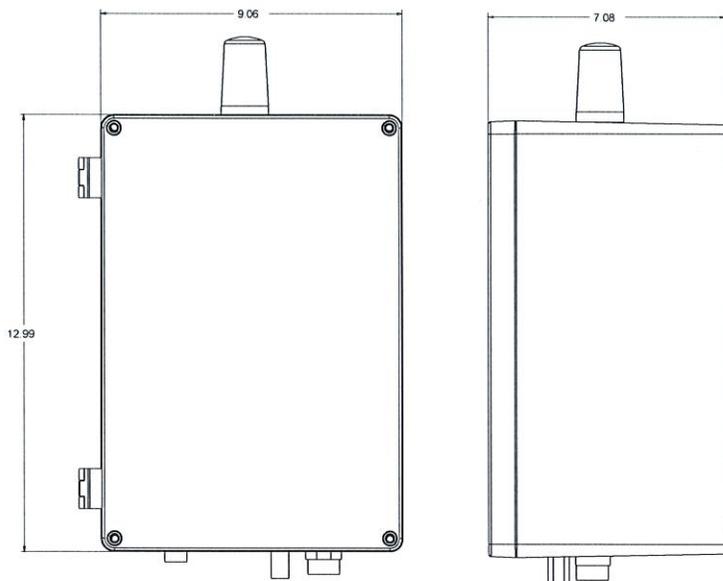
KEY BENEFITS

- Reduces meter reading costs
- Utilizes existing R900 assets
- Accommodates changes to backhaul cell service provider without changing modem
- Capable of receiving daily, hourly, and up to 15-minute readings depending on the R900 MIU configuration
- Leak, tamper, and reverse flow flags from E-Coder®*
- Final reads for move-ins/move-outs which eliminate truck rolls for off-cycle reads
- Improves customer service capabilities
- Provides usage/consumption analysis to address high water bill complaints to eliminate truck rolls
- Reduces water loss
- Maximizes revenue generation
- Improves cash flow

*when connected to a second generation R900 or later

AGENDA ITEM #6

Utilities want to know that their investment in the R900 will allow them to take advantage of new meter reading technologies and provide them the option of migrating from a mobile AMR to a fixed network AMI system. Based on results from a propagation study, Neptune will determine the location of Gateways to allow an R900 customer to begin reading their system with the Gateway and gain even more efficiency improvements than with mobile data collection. The Gateway can take your system to fixed network with no change in your installed R900 MIUs.



SPECIFICATIONS

- Receiver
 - 910-920 MHz
 - 50 channels
 - Processes 8 readings simultaneously
 - Processes 360 readings per second
 - Capable of handling up to 25,000 R900s
- Installation Options
 - Rooftop
 - Pole (2" – 16" diameter)
 - Wall
 - Water towers
 - Street lights
- Power Consumption
 - 5.3W (with hourly synchronization)
- Power Supplies
 - 100-140 VAC
 - 130W Solar
 - 220W Solar
- Battery Backup
 - AC version - UPS provides 8 hours battery backup
 - Solar version - 3-day battery backup
- Backhaul Options
 - Multi-carrier cellular modem
 - EVDO Rev A (CDMA)
 - 1xEVDO Rev 0 (CDMA)
 - 1xRTT (CDMA)
 - UMTS/HSPA (GSM)
 - EDGE/GPRS (GSM)
 - Ethernet
 - Private LAN compatibility via Ethernet connection
- Environmental
 - NEMA 4X enclosure
 - Operating temperature: -22°F to +140°F (-30°C to +60°C)
 - Storage temperature: -40°F to +158°F (-40°C to +85°C)
 - 0-95% non-condensing humidity

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallahassee, AL 36078
USA
Tel: (800) 633-8754
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Neptune Technology Group Inc.
Ejército Nacional No. 418
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Col. Chapultepec Morales
Delegación Miguel Hidalgo
11570 México, Distrito Federal
Tel: (525) 55203 5294 / (525) 55203 5708
Fax: (525) 55203 6503



UTILITY
MANAGEMENT
SYSTEMS™

ARB®

R900® Gateway Warranty

Warranty

The warranty on the R900 Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via pre-paid ground service
- Toll-free assistance at Customer Support: 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

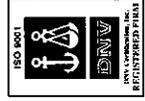
NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

Repair Notes:

- A Returned Material Authorization (RMA) number MUST accompany all incoming repairs. This number may be obtained by calling Customer Support at 1-800-647-4832.
- Customer pays all incoming shipment charges.
- All outgoing repairs are shipped ground service.
- Requested Priority Overnight return shipment is paid by the customer.
- Repair warranty is 90 days from shipment date.
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time.
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



AGENDA ITEM #6



Training & Support

Training and system integration will be handled by Ferguson Waterworks. Mike Fries and Steve Schmitz will represent Ferguson Waterworks for the training and on site system integration. System integration is to take place during installation process with training to take place immediately following full system communication test. Follow up training days to be provided by Ferguson Waterworks as needed. Any and all City of Wausau employees who regularly utilize meter reading equipment and software for reading and billing purposes are welcome to be present at system training.

Installation Requirements City of Wausau

The City of Wausau is responsible for supplying power to all sites and to each individual Gateway Data Collector location selected by Ferguson Waterworks. The City of Wausau is required to provide two each man-lifts or one boom truck for one day at the 5th Ave Park smoke stack location. All locations have been selected for cellular communication. If the City of Wausau would prefer intranet backhaul communication an Ethernet connection will be provided by the City of Wausau for any/each location.

Vendor Qualifications

Neptune Technology Group has manufactured positive displacement water meters in the United States since 1892. Neptune offers a fully integrated migration path for its communities. Product development and manufacturing process meet the highest standards for quality from foundry to meter assembly and testing. Neptune's facilities are ISO 9001 Certified and audited semi-annually. In response to the industry's adoption of ANSI/NSF 61 standards for lead content, Neptune converted its meter maincase to a no-lead high copper alloy in 2001.

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Wisconsin Meter Account References

<u>City</u>	<u>Contact</u>	<u>Numbers and type</u>
City of Stevens Point 300 Bliss Ave Stevens Point, WI 54481	Gary Kuplic 715-572-8010	9,000 R900/R900i
City of Eau Claire 910 Forest Street Eau Claire, WI 54703	Lane Berg 715-839-1876	7,000 R900/R900i
Village of Roberts 455 Davis Street Hammond, WI 54105	Chuck Fedie 715-760-0253	2,000 R900/R900i
Village of Roberts 107 E. Maple Roberts, WI 54023	John Bond 715-760-1312	R900/R900i
Village of Turtle Lake 114 Martin Ave E Turtle Lake, WI 54889	Corey Davis 715-986-2820	R900i
Village of Cornell 222 Main Street Cornell, WI 54732	John Westaby 715-239-3717	R900/R900i
City of Schofield 200 Park Street Schofield, WI 54476	Kevin King 715-241-8863	R900/R900i
Village of Cameron 512 Main Street Cameron, WI 54822	Kurt Hartwell 715-458-2158	R900/R900i
Village of Somerset 110 Spring Street Somerset, WI 54025	Bob Gunther 715-247-5555	R900/R900i

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August 27, 2014

REQUEST FOR BIDS – ALUMINUM SULFATE SOLUTION

The following bids were opened by the Board of Public Works on August 26, 2014:

	<u>List Price of Unit</u>
ChemCeed	\$0.143
Fremont Industries, Inc.	\$0.147
Hawkins, Inc.	\$0.1437
Hydrite Chemical	\$0.1090
Wausau Chemical	\$0.12

The Wausau Water Works Commission is scheduled to meet on Tuesday, September 2, 2014 for final approval.

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TERMS AND CONDITIONS OF SALE

Please read these terms and conditions carefully. They materially affect the parties' obligations. Hydrite Chemical Co. ("Seller") will accept orders from and do business with the buyer ("Buyer") only on the terms and conditions on this form.

1. Acceptance; Contrary Terms; Entire Agreement. This document contains all of the terms and conditions of the agreement (the "Agreement") between Seller and the buyer ("Buyer") of the goods and services to be sold or provided to Buyer (collectively, "Goods"), to the exclusion of any terms and conditions incorporated in Buyer's order or other documents of Buyer, and to the exclusion of any other statements and agreements except as set forth in a separate written agreement signed by Buyer and Seller that expressly incorporates by reference these Terms and Conditions. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's acceptance of these Terms and Conditions, and Buyer, upon placing an order, is presumed to have accepted these Terms and Conditions without modification. No alteration, waiver, modification of, or addition to this Agreement or to the Terms and Conditions herein shall be binding on Seller unless set forth in writing and signed by an officer of Seller. Any attempt to amend, modify, or change the provisions of this Agreement or these Terms and Conditions by a non-officer of Seller shall be null and void. No course of dealing, usage of trade or course of performance shall be relevant to supplement or explain any terms used in the Agreement.

2. Taxes and Fees. All sales, excise and similar taxes that Seller may be required to pay or collect with respect to the Goods are for the account of the Buyer, except as otherwise provided by law. Except as otherwise provided expressly stated in the Agreement, Seller will not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. If the Agreement expressly states that such charges are included in the price, any increase in such charges effective after the date hereof will be for the account of Buyer.

3. Notification of Claims; Acceptance. Buyer must notify Seller and the carrier, within seven (7) days of the receipt of the Goods, of any reasonably apparent damage to, or any loss of, the Goods in transit. Failure by Buyer to give such notification shall result in a waiver of all claims which Buyer may otherwise have against Seller for such damage or loss resulting from, or occurring during, transit. As to any such damage or loss, Buyer shall (a) mark the delivery receipt with appropriate exceptions describing the damage or loss before signing, (b) request the carrier to inspect the damage or loss and forward a signed exception report to Seller describing the damage or loss, and (c) promptly and separately notify Seller of such damage or loss. If damage or loss is not reasonably apparent at time of delivery, then upon discovering such damage or loss Buyer shall (i) immediately notify Seller of such damage or loss, and (ii) cooperate fully with Seller in any claims that are available against third parties. If delivery is made in installments, claims which Buyer may have as to any one installment do not relieve Buyer of the obligation to accept delivery of the remaining installments, or permit Buyer to cancel or rescind the remaining installments. Any rightful rejection of the Goods by Buyer shall be made within a commercially reasonable time by written notice to Seller, but in any event within fifteen (15) days following the date of receipt of the Goods.

4. Risk of Loss; Shipment. Unless otherwise expressly stated in writing, all shipments are F.O.B. Seller's plant. Shipping dates on any order are estimates only. Seller will use reasonable commercial efforts to meet the estimated shipping dates, subject to Buyer's prompt provision of all necessary, complete and correct specifications, but Seller will not be held responsible for failure to meet such estimated dates. Unless otherwise stated herein, Seller may make delivery in installments. All installments will be separately

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invoiced and paid as billed without regard to subsequent deliveries. Failure to pay any installment when due will excuse Seller from making future deliveries. Seller will not be liable for normal variations in dimensions, weights and quality. Weights, sizes and quantities as determined at Seller's plant or other source of supply will be conclusive in the absence of manifest error.

5. Discontinued Goods. If Buyer discontinues the sale of the Goods, changes the formula of the Goods or of the related raw materials, reduces the demand for the Goods, or if Seller is required to manufacture a minimum quantity of the Goods or purchase a minimum order quantity of the related raw materials (collectively "Discontinued Goods") for Buyer, Buyer shall purchase from Seller, at current market prices, all such Discontinued Goods in Seller's control. In addition, Buyer shall within thirty (30) days following the date of discontinuance, reimburse Seller for all Discontinued Goods that are not otherwise reasonably usable by Seller, in Seller's sole discretion, plus the actual cost to properly dispose of the Discontinued Goods. Seller shall use reasonable commercial efforts to cancel any outstanding orders or contracts with its suppliers which were entered into to produce Buyer's Goods.

6. Containers. Carboys, drums, barrels, totes or other returnable containers provided by Seller to Buyer shall remain the property of Seller and are provided to Buyer solely for the purpose of transporting and storing Goods purchased from Seller. As security for the return of such containers, Buyer shall deposit with Seller an amount equal to Seller's current price therefor at the time of shipment, such deposit to be paid when the invoice for the Goods contained therein is paid. Seller reserves the right to increase any deposit for new containers consistent with amounts being charged to its other customers. Buyer will use Seller's containers only for reasonable transportation and storage of the Goods and will return the same (F.O.B. Seller's plant) in good condition (normal wear and tear excepted) upon termination of the business relationship with Seller or otherwise upon request by Seller. Upon return of each such container, Seller will credit Buyer with the amount of the related deposit. If any container provided by Seller is not returned to Seller in good condition (normal wear and tear excepted), Seller may either retain the deposit on such container as liquidated damages for any loss or damage or charge Buyer for the current replacement cost of such containers with Buyer's deposit applied towards such charge.

7. Hazardous Materials. Buyer understands and acknowledges that the Goods may be of a toxic or otherwise hazardous nature. Buyer assumes all risk and liability for the Goods upon passage of risk of loss to Buyer as provided herein. Seller will not be liable for any loss or damage to persons or property resulting from the Goods or their handling except as otherwise provided expressly stated in the Agreement. Buyer must determine and provide for any hazards involved in connection with retention and disposal of the Goods, waste materials relating to the Goods, and any disposable containers in which the Goods are shipped.

8. Prices: Payment Terms.

(a) Unless specifically held open for a length of time on Seller's quotation, all prices are subject to change without notice and any unshipped balances on purchase orders will be invoiced to and paid by Buyer at prices in effect at the time of delivery. Invoices are payable in full 30 days following the invoice date. If by the terms of sale, credit is extended to Buyer, Seller reserves the right to revoke such credit if Buyer fails to pay for any Goods when due, and Seller may demand payment before any further shipment. Minimum order amount is \$250.

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(b) In the event of conditions beyond Seller's control, Seller shall have the right to request a price increase, and both Seller and Buyer shall have the right to immediately terminate this Agreement if additional price increases are not accepted.

(c) Notwithstanding any provision in the Agreement, Seller shall have no obligation to pay any rebate, issue any credit or make any other payment of any kind to Buyer unless Buyer is fully in compliance with its payment and other obligations under the Agreement and any other contractual obligation in favor of Seller.

9. Limited Warranty and Remedies. Seller warrants to Buyer that the Goods sold hereunder will conform to the applicable specifications. If the Goods fail to conform to the applicable specifications, Seller will, at its option, replace such Goods, rework such Goods so that they conform to the applicable specifications (if practicable) or give a credit therefor equal to the price paid by Buyer. Such replacement, rework or credit shall be Seller's sole obligation and Buyer's exclusive remedy hereunder for breach of this limited warranty, and shall be conditioned upon Seller receiving written notice of any alleged breach of this warranty within a reasonable time after discovery of such defect, but in no event later than thirty (30) days from date of shipment. At Seller's request, Buyer shall return to Seller any Goods for which a warranty claim has been made, F.O.B. Seller's plant with freight prepaid. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. No Consequential Damages. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LABOR COSTS OR DAMAGE TO EQUIPMENT, ARISING FROM THE SALE OR USE OF THE GOODS, FROM THE GOODS BEING INCORPORATED INTO OTHER ARTICLES, FROM ANY BREACH OF THE AGREEMENT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT OR OTHER THEORY OF LIABILITY.

11. Product Risk. Buyer represents and warrants that it has the appropriate knowledge and information regarding the risks associated with handling, using, transporting, storing, and disposing of the Product, including without limitation those risks set forth in the Material Safety Data Sheet ("MSDS") for the Product. Buyer affirms that it shall maintain compliance with all safety and health related governmental requirements concerning the Product purchased hereunder and shall take all reasonable precautions to inform its employees, agents, contractors, and customers of any risks associated with the Product, including without limitation dissemination of pertinent information contained in the MSDS.

12. Material Safety Data Sheets. Unless otherwise expressly stated or required by applicable law, Buyer shall be responsible for preparing and providing to its purchasers of the Goods accurate material safety data sheets for such Goods.

13. Patent Indemnity; Limitation of Responsibility and Damages.

(a) If any Goods not made to Buyer's specifications are claimed to infringe any United States patent, copyright, trademark or other trade designation, trade secret, or other intellectual property right

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in effect in the United States at the time Buyer's order is accepted, Seller shall, at its option: (i) procure for Buyer the right to use the Goods; (ii) modify or replace the Goods so as to avoid infringement; or (iii) accept redelivery of the Goods and reimburse Buyer for the purchase price and any reasonable transportation expenses incurred by Buyer. If any litigation is instituted against Buyer based on a claim that any Goods in the condition received from Seller so infringes, Seller will undertake the defense on Buyer's behalf and pay any damages and costs awarded therein against Buyer, provided Seller is given prompt written notice and is furnished with copies of all demands, process and pleadings; and provided Buyer cooperates fully in giving Seller authority, information and assistance at Seller's expense for such defense, as well as control over the defense and any settlement and negotiations with regard to settlement.

(b) THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. SELLER WILL HAVE NO RESPONSIBILITY FOR ANY GOODS MODIFIED BY BUYER OR MADE OR MODIFIED BY SELLER IN ACCORDANCE WITH BUYER'S ORDER, AND BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS AGAINST ALL DAMAGES, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, PAID OR INCURRED BY SELLER IN CONNECTION WITH ANY CLAIM OF INFRINGEMENT OF A PATENT, COPYRIGHT OR TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHT WHICH ARISES OUT OF SELLER'S COMPLIANCE WITH BUYER'S SPECIFICATIONS. SELLER SHALL HAVE NO RESPONSIBILITY WITH REGARD TO ANY SETTLEMENT, ADMISSION OR PROMISE MADE BY BUYER WITHOUT SELLER'S PRIOR WRITTEN CONSENT, NOR WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS, CLAIMED TO HAVE BEEN SUSTAINED BY BUYER OR ANY USER OF GOODS ARISING OUT OF ANY CLAIM OF INFRINGEMENT.

14. Descriptions. Except for the specifications for the Goods provided by Seller as part of the technical information for the Goods, all descriptions, samples and other particulars of the Goods provided by Seller, whether contained in plans, photographs, catalogs, price lists or advertising material or otherwise, are only approximate, are included solely for Buyer's guidance, and do not form part of the Agreement.

15. Trademarks. Buyer warrants that Buyer owns or has the right to use any trademark that Seller affixes to the Goods at the request of Buyer.

16. Excuse from Performance; Allocation. Seller shall not be considered in default in the performance of its obligations hereunder or be liable in damages or otherwise for any failure or delay in performance which is due to strike, lockout or concerted act of workers or other industrial disturbance; fire, explosion, flood or other natural catastrophe; civil disturbance, riot or armed conflict whether declared or undeclared; curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy or utilities; mechanical breakdown or equipment failure; accident; Act of God; delay of suppliers or subcontractors; effects of or voluntary compliance with acts of government and government regulations (whether or not valid); embargo; imposition of anti-dumping or countervailing duties increasing the price of the materials for the Goods; or any other cause whether similar or dissimilar to any of the foregoing causes and which is beyond Seller's reasonable control. Promptly upon learning of such event and ascertaining that it has or will affect its performance hereunder, Seller shall give notice to Buyer stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. If the event lasts or in Seller's judgment is expected to last more than thirty (30) days, Seller may terminate the

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Agreement. In addition to the foregoing, if Seller determines that its ability to supply the Goods, or obtain a sufficient quantity of any material used in the manufacture of the Goods, is hindered, limited or made impracticable, Seller may allocate its available supply of the Goods (without being obligated to acquire additional supplies of the Goods or materials) among itself and its purchasers in Seller's sole discretion.

17. General.

(a) No modification or waiver of the Agreement or any of its provisions shall be valid unless expressly agreed to by Seller in writing and signed by an officer of Seller. No waiver by Seller of any default under the Agreement shall be a waiver of any other or subsequent default.

(b) Any notice required pursuant to this Agreement shall not be valid or effective unless it is in writing and delivered by U.S. mail or by fax to Seller at:

Hydrite Chemical Co.
Attn: Legal Department
300 N. Patrick Blvd.
Brookfield, WI 53045
Facsimile: (262) 792-7865

(c) The unenforceability or invalidity of one or more of the provisions of the Agreement will not affect the enforceability or validity of any other provision of the Agreement.

(d) Buyer may not assign any of its rights, duties or obligations under the Agreement without Seller's prior written consent and any attempted assignment without such consent, even if by operation of law, shall be void.

(e) The Agreement is governed by and shall be construed in accordance with the laws of the State of Wisconsin, including the Uniform Commercial Code as enacted by such state, without giving effect to its conflict of laws principles.

18. Provisions for International Transactions. The following provisions shall apply if the Goods are to be shipped to Buyer at a location outside the United States or if Buyer's principal place of business is located outside of the United States:

(a) The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply.

(b) Except as otherwise provided expressly stated in the Agreement, terms of delivery are Ex-Works (within the meaning of INCOTERMS 2000) and all customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the Goods shall be paid by Buyer in addition to the stated price.

(c) Except as otherwise provided expressly stated in the Agreement, payment shall be made by issuance to Seller of an irrevocable letter of credit which (i) is issued and confirmed by a U.S. bank acceptable to Seller, (ii) is governed by the Uniform Customs and Practice for Documentary Credits (1993 Revision, ICC Publication No. 500) and otherwise acceptable in form and substance to Seller, and (iii) provides for payment to Seller of the full amount of the purchase price plus prepaid freight in U.S.

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dollars upon presentation by Seller of sight drafts, Seller's invoice and such other documents as shall be required by the letter of credit. All banking and other charges for such letter of credit shall be for the account of Buyer.

(d) Prices include Seller's standard commercial export packaging which may vary depending on whether shipment is made by air, land or sea. Buyer will bear any additional expenses required to satisfy Buyer's packaging requirements. Packages will be marked in accordance with Buyer's instructions, if any. Seller shall furnish packing lists and such other information as may be necessary to enable Buyer's agent to prepare documents required for export shipment. Buyer shall supply Seller with all necessary information and assistance for the most expeditious clearance of such shipment through customs.

(e) All shipments hereunder are subject to compliance with the U.S. Export Administration Act, as amended, regulations thereunder and all other U.S. laws and regulations concerning exports. Buyer shall comply with all such laws and regulations concerning the use, disposition, re-export and sale of the Goods provided hereunder.