



AGENDA
COMMITTEE OF THE WHOLE
Tuesday, June 7, 2016 at 6:30 p.m.
Common Council Chambers - 224 East Jefferson Street

Mayor Jeannie Hefty
Edward Johnson, Alderman, 1st District
John Ekes, Alderman, 1st District
Ruth Dawidziak, Alderman, 2nd District
Bob Grandi, Alderman, 2nd District
Tom Vos, Council President, Alderman, 3rd District
Jon Schultz, Alderman, 3rd District
Thomas Preusker, Alderman, 4th District
Todd Bauman, Alderman, 4th District

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for May 17, 2016 (*T. Vos*) – pg. 3
4. **Topic:** Presentation – State Representative Robin Vos to provide a Legislative Update.
5. **Topic:** Resolution 4791(10) - to consider approval of the 2015 Compliance Maintenance Annual Report (CMAR) for the Burlington Wastewater Treatment Plant. This item is scheduled for final consideration at the June 21, 2016 Common Council meeting. – pg. 10
6. **Topic:** Resolution 4792(11) - to consider a resolution authorizing a Grant Agreement with WIN Properties, LLC for property located at 425 N. Pine Street as part of the Wisconsin Economic Development Corporation Community Development Investment Grant. This item is being expedited and is scheduled for same night Common Council for final consideration. – pg. 37
7. **Topic:** Resolution 4793(12) - to authorize the acceptance of up to \$24,760 in Wisconsin Economic Development Corporation Site Assessment Grant funds for environmental site work at 221, 241, 249 and 261 E. Chestnut Street. This item is being expedited and is scheduled for same night Common Council for final consideration. – pg. 51
8. **Topic:** Resolution 4794(13) - to consider authorizing Carlson Dettmann Consulting to complete an employee Classification and Compensation Study in the amount of \$29,600 plus expenses. This item is being expedited and is scheduled for same night Common Council for final consideration. – pg. 66

Note: If you are disabled and have accessibility needs or need information interpreted for you, please call the City Clerk's Office at 262-342-1161 at least 24 hours prior to the meeting.

- 9. Topic: Motion 16-840** - to consider approving an Agreement with FiveStar Fireworks for the City of Burlington's Annual 4th of July Celebration. This item is scheduled for the June 21, 2016 Common Council meeting for final consideration. – pg. 108
- 10. Topic: Motion 16-841** - to consider approving a Certificate of Appropriateness for 564 N. Pine Street. This item is scheduled for final consideration at the same night Common Council meeting. – pg. 116
- 11. Topic: Motion 16-842** - to consider allowing yard sale signs in the right-of-way during the City-wide yard sale, July 29-30, 2016. This item is scheduled for final consideration at the June 21, 2016 Common Council Meeting. – pg. 124
- 12. Adjourn** (*J. Schultz*)

Note: If you are disabled and have accessibility needs or need information interpreted for you, please call the City Clerk's Office at 262-342-1161 at least 24 hours prior to the meeting.



COMMITTEE OF THE WHOLE

ITEM NUMBER: 3

DATE: June 7, 2016

SUBJECT: May 17, 2016 Committee of the Whole Minutes

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the May 17, 2016 Common Council meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the May 17, 2016 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the June 7, 2016 Common Council meeting.

ATTACHMENTS:

Committee of the Whole Minutes



CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, May 17, 2016

1. Call to Order/Roll Call

Mayor Jeannie Hefty called the meeting to order at 6:35 p.m. starting with roll call. Aldermen present: Ed Johnson, John Ekes, Bob Grandi, Ruth Dawidziak, Tom Vos, Jon Schultz, Tom Preusker and Todd Bauman. Excused: None.

Student Representatives Present: Shiyue Xie. Student Representatives Excused: Abigail Sibiłski.

Also present: City Administrator Carina Walters, Director of Administrative Services Megan Watkins, City Attorney John Bjelajac, DPW Director James Bergles, Building Inspector Gregory Guidry, and Tom Foht of Kapur & Associates.

2. Citizens Comments and Questions

No comments.

3. Approval of Minutes from May 3, 2016

A motion was made by Grandi with a second by Ekes to approve the minutes from May 3, 2016. With all in favor, the motion carried to approve the minutes.

4. Topic: Discussion to consider a request to amend the municipal code to allow chickens to be raised in the City of Burlington.

Mayor Hefty introduced the topic and then handed it over to Megan Watkins for further information. Watkins stated that Burlington resident, Angela Schenk, had approached Council at the April 6, 2016 Committee of the Whole meeting to inquire about allowing chickens in the City of Burlington and confirmed that Mrs. Schenk was in attendance. Watkins then reviewed the packet material regarding the pros and cons of urban chickens, a survey regarding opinions about allowing chickens within city limits, and information from other communities who allow and don't allow chickens in their communities. Watkins also informed everyone that Leigh Presley from the UW Cooperative Extension was also in attendance to answer any questions as well.

Mayor Hefty asked Schenk if she had anything else to add. Schenk responded stated that she didn't have anything more to add than what she wrote in her letter to Council but just hoped that council would consider this amendment.

Schultz asked how the chickens are disposed of when "their time is up". Tracy Lazarro, 365 Woodland Court, Burlington, stated that there is a farm outside of town that offers to exchange older chickens for younger chickens. Lazarro also stated that she contacted veterinarians in the area to see if they treated chickens and she was able to locate two local vets whom offer such services.

Dawidziak stated that she received a lot of feedback from residents, and although there might be people who will take good care of their chickens, there was also much concern about the potential of people not taking good care of them and that many city lots are not large enough to accommodate them. Dawidziak also stated the concern of enforcement and monitoring of chicken coops when the City already has a hard enough time keeping up with ordinances that are already in place.

Grandi stated that he also had many concerns from residents and feels the requirements to maintain and enforce would be extensive and more education would definitely be needed. Grandi further stated that he cannot support amending this Ordinance.

Johnson agreed with Dawidziak and also feels there would need to be a way to control and enforce regulations.

Tom Steffy, 125 Clover Drive, stated that his concern are the people who are new at raising chickens and don't fully understand what to expect will cause issues with unkempt coops, potential attraction from predators, and disgruntled neighbors. Steffy further stated that raising chickens can be expected in rural areas, but should not be allowed within city limits.

Vos inquired as to whether or not a provisional type license can be issued. Watkins replied that some communities have offered a trial period and have also revoked licenses of those in violation of the regulations.

Schultz stated that he supports amending the ordinance to allow chickens and suggested invoking a one year pilot program. Schultz said he doesn't support telling homeowners what they can and cannot do on their own property and feels chickens would be less intrusive than barking dogs. Schultz further stated that other communities that allow chickens have few, if any, complaints and the city should error on the side of giving people a chance to do the same in this community.

Dawidziak inquired about Home Owner Association (HOA) laws and if their laws would supersede an ordinance that would allow chickens. Attorney Bjelajac responded that it would be entirely up to the HOA and varies from subdivision to subdivision, but most HOA's have their own restrictive covenants with exclusive rules and regulations that would allow their residents to be more restrictive, but not less than the city ordinance dictates.

Paul Newbury, 1416 Isabel Lane, was opposed to the amending the ordinance and stated that trying to manage chickens within the city is another task the city doesn't need to take on. Newbury said there are some people that are not very considerate of their neighbors and that people choose to live in the city because they don't want livestock in their back yards. Newbury further stated that there are farmer markets and nearby farms that people can go to for fresh eggs.

Bauman stated that he has also received much negative feedback from residents and feels the city already has their hands full with ongoing property issues.

Jillian Leighton, 409 W. Market Street, stated she lives in a farmhouse within city limits, she doesn't have any neighbors, and would like to have chickens.

Preusker also stated that he has only been contacted by constituents who are opposed to amending the ordinance to allow chickens due to concerns of noise and smell. Preusker further stated that property rights go both ways and the trade-off for living in the city is to not have to contend with neighboring farm animals.

Johnson also stated that he is not in favor of amending the ordinance, however, would go along with a six month trial period with a permit.

Ekes stated that based on constituent comments, he also is not in favor of allowing chickens in the city. Ekes said that he has experience with chickens and they smell and make noise. Ekes is not in favor of a trial period.

Schultz asked what the next steps that need to be taken are. Walters responded that consensus from Council is needed to decide what to do next, whether it be to proceed with taking steps to draft an amendment to the ordinance or to not proceed at all.

Attorney Bjelajac suggested Council comment with a “proceed” or “not proceed” to draft an amendment to the ordinance. Ekes, Grandi, Dawidziak, Preusker, and Bauman commented to not proceed. Johnson, Vos, and Schultz commented to proceed. With the majority being to not proceed, it was determined that an amendment to the ordinance would not be drafted.

Schultz suggested that residents who are in favor of allowing chickens, contact their alderman.

There was no further discussion.

5. **Topic: Discussion** to consider amending the Official Traffic Map to change the time limit from 24 hours to 3 hours in the downtown city parking lot, also known as the Livery Lot.

Mayor Hefty introduced discussion of the Livery Lot. Walters gave a brief history and overview of this ordinance, stating that a number of requests have come in over the past seventeen years regarding time limitations in this parking lot, all of which have been tabled. The latest request to review this once again was from Fred Mabson, owner of Fred’s Parkview.

Mabson stated that parking in the downtown area continues to be a struggle and that business owners and employees who are taking up parking spaces, instead of utilizing the parking garage, are hurting retail business. Mabson also stated that many people do not park in the parking garage because of vandalism and not feeling safe, and suggested surveillance cameras be installed.

Vos agreed with Mabson and stated he is in favor of a 3-hour parking limit.

Kevin O’Brien, 560 N. Pine Street, stated that he has elderly tenants who need access to parking and it would be wrong to take away their parking privilege and felt there should be a better way to manage the parking issue.

Schultz stated that he is not interested in this as an isolated issue contained to just the Livery Lot, but feels it should be looked at as an overall picture in accordance with the downtown strategic plan, and all downtown parking should be reviewed and needs better enforcement overall.

Dawidziak agreed that the existing parking restrictions need to be enforced.

Mabson asked if permits could be issued to residents and tenants.

Ekes and Grandi agreed with needing to look at the bigger picture. Preusker agreed as well, but also understands the four different uses (tenants, employees, business owners, and customers) and feels there needs to be a plan that will accommodate everyone.

Walters that there are many unanswered questions and it might be a good idea to obtain some outside help to gather more facts in order to bring forward. Mayor Hefty directed staff to draw up a plan.

6. **Topic:** Discussion regarding the Strategic Plan Initiatives Update.

Mayor Hefty introduced the discussion regarding the update of the Strategic Plan Initiative and then handed it over to Walters. Walters provided an overview of the five points being worked on, which are financial sustainability, economic development, infrastructure maintenance and expansion, a competitive workforce, and citizen engagement.

7. **Topic:** Resolution 4786(5) to consider approving the purchase of a squad car for the Burlington Police Department from Miller Motors in the amount of \$26,641 plus tax, title, and license fees.

Mayor Hefty introduced Resolution 4786(5) and then handed it over to Chief Anderson for further information.

Anderson explained that in 2015, two vehicles were submitted for replacement but only one was approved and that this request is for the other vehicle, which is now accumulating repair costs in excess of \$1650 and has 96,000 miles on it. Anderson said that this vehicle would be traded in to off-set the cost of the new patrol vehicle.

8. **Topic:** Resolution 4787(6) to consider approving an agreement with Graef to provide Municipal City Planner Services.

Mayor Hefty introduced Resolution 4787(6) and then handed it over to Walters for further information.

Walters explained that staff released a Request for Proposals (RFP) on February 15, 2016 to replace Patrick Meehan as our city planner, due to his decision to retire after nearly thirty years with the City. Three proposals were received from Graef, Mead & Hunt, and MDRoffers Consulting. Staff interviewed the three firms and through those discussions, Graef was selected to act as the City Planner and comes with many great reviews from surrounding communities.

9. **Topic:** Resolution 4788(7) to consider approving Combined Discharge of Sewerage Effluent Easement Agreement with Applied Material Solutions (AMS) at 2100 S. Pine Street.

Mayor Hefty introduced Resolution 4788(7) and then handed it over to Walters for further discussion. Walters introduced Laura Million of the Racine Economic Development Corporation (REDCDC), who further explained the company's background and future plans.

Million explained that AMS's goal is to bring 150 new jobs to the City of Burlington and estimates spending 3.4 million dollars in renovation costs. Bjelajac further commented that AMS has been a pleasure to work with and is completely satisfied with the written agreement.

Bergles explained that this easement agreement is phase two of the project and allows for AMS to discharge treated effluent to the WWTP discharge line at the rear of the WWTP property. Bergles further explained that this connection is critical to AMS, as it will reduce the overall wastewater product being introduced into the City's treatment plant and will reduce water billing to AMS while still creating a mutually beneficial partnership between the City and

AMS. Bergles added that AMS has been issued a Wisconsin Pollutant Discharge Elimination System Permit (WPDES) permit from the Wisconsin Department of Natural Resources which has set limits for their final effluent and will be monitored on a regular basis in order stay in compliance with DNR regulations.

- 10. Topic:** Resolution 4789(8) to consider authorizing the City of Burlington to enter into a design contract with Baxter & Woodman for the Well #11 Radium Improvement Project for the not-to-exceed amount of \$78,000.

Mayor Hefty introduced Resolution 4789(8) and then handed it over to Jim Bergles for further information. Bergles reviewed the background history of Well #11 and recommended moving forward in order to bring this well back online.

Schultz asked if this resolution was just to approve the cost to complete the design work and nothing else. Bergles confirmed that the projected cost of \$78,000 will be used to cover the design and submit the paperwork on the upgrade process the City chooses to pursue. Bergles added that the design cost can be recovered from the Clean Water Fund Loan providing a Reimbursement Resolution for payment is submitted before applying for the Clean Water Fund Loan from the Wisconsin DNR.

Doug Snyder, Baxter & Woodman, added that the plan must be submitted to the DNR before June 30, 2016 in order to obtain funding for 2017. Snyder said that he would be back to give council an update with DNR comments and/or changes in the near future.

- 11. Topic:** Resolution 4790(9) to consider a Letter of Engagement with Ehlers to provide financing services with the Safe Drinking Water Fund Loan application in the amount of \$7,500.

Mayor Hefty introduced Resolution 4790(9) and then handed it over to Steve DeQuaker for further discussion. DeQuaker explained the Scope of Services from Ehlers is related to Well #11 Radium Removal Project through the State of Wisconsin Safe Drinking Water Fund (SDWF) Loan process, which must be submitted to the DNR by June 30, 2016.

- 12. Topic:** Motion 16-838 to consider the annual insurance renewal with Zarek Insurance.

Mayor Hefty introduced Motion 16-838 and then handed it over to Walters for further information. Walters explained that Zarek has been the City's broker for several years and provides worker compensation and general liability insurance, and covers the city against losses incurred from injuries occurring on city property. Walters further explained that staff has been attending ongoing training in an effort to improve safety and reduce insurance claims and as a result, the total premium has decreased by 3.54 percent. Walters stated that staff recommends approval of the renewal.

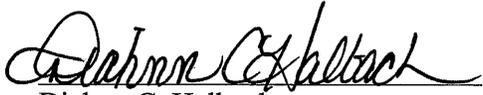
- 13. Topic:** Motion 16-839 to consider approving an Airport Hangar Lease with Burlington Development Group, 707 Airport Road, at the Municipal Airport.

Mayor Hefty introduced Motion 16-839. Walters then introduced Gary Meisner, Airport Manager at the Municipal Airport. Meisner explained the lease agreement.

14. Adjourn

A motion was made by Vos with a second by Preusker to adjourn the meeting. With all in favor, the meeting adjourned at 8:44 p.m.

Minutes respectfully submitted by:



Diahnn C. Halbach
City Clerk
City of Burlington



DATE: June 7, 2016

SUBJECT: RESOLUTION 4791(10) to consider approving the 2015 Wisconsin Department of Natural Resources (DNR) Compliance Maintenance Annual Report (CMAR) for the Burlington Waste Water Treatment Plant.

SUBMITTED BY: James Bergles, Director of Public Works

BACKGROUND/HISTORY: The Compliance Maintenance Annual Report (CMAR) is a report required by the Wisconsin Department of Natural Resources (DNR) to ensure the City's Wastewater Treatment Plant is in compliance with the Wisconsin Pollution Discharge Elimination System (WPDES) permit issued by the Wisconsin DNR. This report which is submitted annually, must be reviewed and approved by the Common Council.

The 2015 CMAR grade point average for the Burlington Waste Water Treatment Plant (WWTP) was 4.0 on a 4.0-point grade system.

The WWTP is in compliance with its DNR Permit.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

None

TIMING/IMPLEMENTATION:

This item is for discussion at the June 7th, 2016 Committee of the Whole meeting and scheduled for final approval at the June 21, 2016 Common Council meeting.

ATTACHMENTS:

CMAR 2015

**Resolution Number: 4791(10)
Introduced by: Committee of
the Whole**

**A RESOLUTION APPROVING THE 2015 COMPLIANCE MAINTANCE ANNUAL
REPORT**

WHEREAS, the Wisconsin Department of Natural Resources requires the completion of a Compliance Maintenance Annual Report (CMAR) which will evaluate and document the performance and condition of the wastewater utility; and,

WHEREAS, the CMAR will assist treatment plant owners to plan for the future where necessary so that each plant will maintain their permit requirement; and,

WHEREAS, the operators of the Burlington Water Pollution Control Facility will continue to have training and testing opportunities to further their license status and safety understanding; and,

WHEREAS, scheduled preventive maintenance activities will continue to be performed on the collection system in order to prevent future sanitary system overflows.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington has reviewed and approved the 2015 CMAR. A copy of which is attached hereto.

Introduced: June 7, 2016
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 **2015**

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	2.2595	x	269	x	8.34	=	5,074
February	2.2186	x	283	x	8.34	=	5,237
March	2.3338	x	312	x	8.34	=	6,071
April	2.5035	x	341	x	8.34	=	7,125
May	2.4128	x	268	x	8.34	=	5,389
June	2.6032	x	301	x	8.34	=	6,543
July	2.4918	x	314	x	8.34	=	6,519
August	2.3901	x	290	x	8.34	=	5,782
September	2.6994	x	267	x	8.34	=	6,005
October	2.4999	x	297	x	8.34	=	6,195
November	2.6497	x	206	x	8.34	=	4,561
December	3.1707	x	175	x	8.34	=	4,628

2. Maximum Month Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	4.9	x	90	=	4.41
		x	100	=	4.9
Design (C)BOD, lbs/day	11350	x	90	=	10215
		x	100	=	11350

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 **2015**

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes gallons

No

Holding Tanks

Yes gallons

No

Grease Traps

Yes gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Yes

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 **2015**

<p><input type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <p>Landfill leachate, cleaning solution waste.</p>	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 **2015**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	4	1	0	0
March	30	27	4	1	0	0
April	30	27	5	1	0	0
May	30	27	4	1	0	0
June	30	27	3	1	0	0
July	30	27	6	1	0	0
August	30	27	6	1	0	0
September	30	27	5	1	0	0
October	30	27	6	1	0	0
November	30	27	5	1	0	0
December	30	27	5	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

If Yes, please explain:

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 **2015**

<p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <p>_____</p> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <p>_____</p>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 **2015**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	8	1	0	0
March	30	27	7	1	0	0
April	30	27	7	1	0	0
May	30	27	5	1	0	0
June	30	27	4	1	0	0
July	30	27	4	1	0	0
August	30	27	4	1	0	0
September	30	27	5	1	0	0
October	30	27	5	1	0	0
November	30	27	6	1	0	0
December	30	27	7	1	0	0

0

* Equals limit if limit is <= 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:	7	3	
Exceedances	0	0	
Points	0	0	
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 **2015**

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for NH3

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January									
February									
March									
April									
May									
June									
July									
August									
September									
October	13		.0033333333	0					
November									
December									
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to detect exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to detect exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 **2015**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.7	1	0
February	1	0.8	1	0
March	1	0.7	1	0
April	1	0.7	1	0
May	1	0.7	1	0
June	1	0.6	1	0
July	1	0.8	1	0
August	1	0.5	1	0
September	1	0.6	1	0
October	1	0.5	1	0
November	1	0.5	1	0
December	1	0.5	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

717 acres

2.1.2 How many acres did you use?

217 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

N/A

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - Liquid Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75		4.7			6.1		3.1			3.9				0	0
Cadmium		39	85		2.7			1.9		2			1.8				0	0
Copper		1500	4300		810			750		940			950				0	0
Lead		300	840		43			40		52			50				0	0
Mercury		17	57		.69			1		1			.98				0	0
Molybdenum	60		75		21			19		22			20			0		0
Nickel	336		420		45			44		47			44			0		0
Selenium	80		100		4.8			3.6		6.9			5.3			0		0
Zinc		2800	7500		1000			870		1000			990				0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

0 (0 Points)

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- 1-2 (10 Points)
 - > 2 (15 Points)
- 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)
- Yes
 - No (10 points)
 - N/A - Did not exceed limits or no HQ limit applies (0 points)
 - N/A - Did not land apply biosolids until limit was met (0 points)
- 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0
Exceedence Points
- 0 (0 Points)
 - 1 (10 Points)
 - > 1 (15 Points)
- 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
- Yes (20 Points)
 - No (0 Points)
- 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, Contact Us.

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	01/01/2015 - 12/31/2015
Density:	36,066
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	01/01/2015 - 03/31/2015
Density:	36,066
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

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Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	04/01/2015 - 06/30/2015
Density:	9,243
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	07/01/2015 - 09/30/2015
Density:	3,357
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	10/01/2015 - 12/31/2015
Density:	2,721
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, Contact Us.

0

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Outfall Number:	004
Method Date:	03/31/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	12/31/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	06/30/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	09/30/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	12/31/2015
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

0

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<p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> \geq 180 days (0 Points) <input type="radio"/> 150 - 179 days (10 Points) <input type="radio"/> 120 - 149 days (20 Points) <input type="radio"/> 90 - 119 days (30 Points) <input type="radio"/> $<$ 90 days (40 Points) <input type="radio"/> N/A (0 Points) <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 2px;">None.</div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Last Updated: Reporting For:

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2015

Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes (Continue with question 2)<input type="radio"/> No (40 points) <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<ul style="list-style-type: none"><input type="radio"/> Paper file system<input type="radio"/> Computer system<input checked="" type="radio"/> Both paper and computer system<input type="radio"/> No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M Manual that can be used as a reference when needed?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Excellent<input type="radio"/> Very good<input type="radio"/> Good<input type="radio"/> Fair<input type="radio"/> Poor <p>Describe your rating:</p>	

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Detailed work orders are generated on a weekly basis for preventative maintenance to be performed on plant equipment. These work orders include daily, weekly, bi-weekly, monthly, quarterly, semi-annual and annual maintenance on all plant equipment (pumps, blowers, etc.).

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

Certification No:

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP		OIC	
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes	X			X
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2015 - 2016; subclass SS is basic level only.)

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff
- An arrangement with another certified operator
- An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- A consultant to serve as your certified operator
- None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

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- Averaging 6 or more CECs per year.
 - Averaging less than 6 CECs per year.
- Advanced Certification:
- Averaging 8 or more CECs per year.
 - Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 80%;" type="text" value="Steve DeQuaker, Treasurer"/></p> <p>Telephone: <input style="width: 20%;" type="text" value="(262) 342-1170"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 80%;" type="text" value="sdequaker@burlington-wi.gov"/></p>																									
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> 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: <input style="width: 15%;" type="text" value="2015"/></p> <p><input checked="" type="radio"/> 0-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWF 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><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p>	0																								
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]																									
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 15%;" type="text" value="2015"/></p> <p><input checked="" type="radio"/> 1-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> 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%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 30%; text-align: right;"><input style="width: 90%;" type="text" value="311,350.07"/></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></td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 90%;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 90%;" type="text" value="311,350.07"/></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="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 90%;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)</td> <td style="text-align: center;">-</td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 90%;" type="text" value="53,062.55"/></td> </tr> <tr> <td>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year</td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 90%;" type="text" value="258,287.52"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 90%;" type="text" value="311,350.07"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		\$	<input style="width: 90%;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 90%;" type="text" value="311,350.07"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 90%;" type="text" value="0.00"/>	3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$	<input style="width: 90%;" type="text" value="53,062.55"/>	3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$	<input style="width: 90%;" type="text" value="258,287.52"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 90%;" type="text" value="311,350.07"/>																						
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		\$	<input style="width: 90%;" type="text" value="0.00"/>																						
3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 90%;" type="text" value="311,350.07"/>																						
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 90%;" type="text" value="0.00"/>																						
3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$	<input style="width: 90%;" type="text" value="53,062.55"/>																						
3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$	<input style="width: 90%;" type="text" value="258,287.52"/>																						

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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.

Replacement of lab equipment - sterilizer and drying oven. Replacement of waste gas flare.

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

Please note: If you had a CWFP 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 HELP link under Info 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.

0

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	Phosphorus reduction project - contested case hearing	50000	2016
2	Phosphorus Treatment, if contested case hearing is lost.	5000000	2020
3	Waste Gas Flare Upgrades	50000	2015
4	Plant generator project	50000	2015

5. Financial Management General Comments

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

- Yes
- No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

- Yes (Continue with question 1)
- No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

Goals

Describe the specific goals you have for your collection system:

1. Clean 20% of the collection system with the Jet-Vac by November.
2. Subcontract for cleaning and televising of sewer main that runs through the swamp from County Hwy. W to Hwy 11 by July.
3. Perform maintenance repairs on select lift stations.
4. Optimize plant operations by reducing power consumption by 10% by the end of the year.

Organization

Do you have the following written organizational elements (check only those that apply)?

- Ownership and governing body description
- Organizational chart
- Personnel and position descriptions
- Internal communication procedures
- Public information and education program

Legal Authority

Do you have the legal authority for the following (check only those that apply)?

- Sewer use ordinance Last Revised Date (MM/DD/YYYY)
- Pretreatment/industrial control Programs
- Fat, oil and grease control
- Illicit discharges (commercial, industrial)
- Private property clear water (sump pumps, roof or foundation drains, etc.)
- Private lateral inspections/repairs
- Service and management agreements

Maintenance Activities (provide details in question 2)

Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

- State plumbing code
- DNR NR 110 standards
- Local municipal code requirements
- Construction, inspection, and testing
- Others:

Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

- Alarm system and routine testing
- Emergency equipment
- Emergency procedures
- Communications/notifications (DNR, internal, public, media, etc.)

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Capacity Assurance:

How well do you know your sewer system? Do you have the following?

- Current and up-to-date sewer map
- Sewer system plans and specifications
- Manhole location map
- Lift station pump and wet well capacity information
- Lift station O&M manuals

Within your sewer system have you identified the following?

- Areas with flat sewers
- Areas with surcharging
- Areas with bottlenecks or constrictions
- Areas with chronic basement backups or SSOs
- Areas with excess debris, solids, or grease accumulation
- Areas with heavy root growth
- Areas with excessive infiltration/inflow (I/I)
- Sewers with severe defects that affect flow capacity
- Adequacy of capacity for new connections
- Lift station capacity and/or pumping problems
- Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed
- 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:

0

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="30"/>	% of system/year
Root removal	<input type="text" value="5"/>	% of system/year
Flow monitoring	<input type="text" value="5"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="10"/>	% of system/year
Manhole inspections	<input type="text" value="25"/>	% of system/year
Lift station O&M	<input type="text" value="52"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="2"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="3"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value="1"/>	% of private services

Please include additional comments about your sanitary sewer collection system below: Page 32 of 126

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3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

39.529	Total actual amount of precipitation last year in inches
33.74	Annual average precipitation (for your location)
52.45	Miles of sanitary sewer
9	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
4	Number of basement backup occurrences
11	Number of complaints
2.519	Average daily flow in MGD (if available)
3.171	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.08	Basement backups (number/sewer mile)
0.21	Complaints (number/sewer mile)
1.3	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume (MG)
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:

--

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:

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 **2015**

None.

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

Sanitary sewers are televised on an annual basis. Repairs and/or upgrades are made to address any problem areas.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 **2015**

Grading Summary

WPDES No: 0022926

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

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

Burlington Water Pollution Control

Last Updated: Reporting For:
5/16/2016 2015

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Burlington Common Council

Date of Resolution or
Action Taken:

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):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

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

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



DATE: June 7, 2016

SUBJECT: RESOLUTION 4792(11) to consider a resolution authorizing a Grant Agreement with WIN Properties, LLC for property located at 425 N. Pine Street as part of the Wisconsin Economic Development Corporation Community Development Investment Grant.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

In 2013 the Wisconsin Economic Development Corporation (WEDC) introduced a community grant program aimed at downtown revitalization projects. The Community Development Investment (CDI) Grant provides up to \$500,000 to the sponsoring city for projects dependent upon their size and scope. There are three tiers to the grant program. (Tier 1) includes up to \$50,000 for small projects; (Tier 2) includes up to \$250,000 for larger projects; and (Tier 3) includes up to \$500,000 for major construction projects. A community may only be awarded one Tier 2 or Tier 3 project during the State of Wisconsin's fiscal year.

On November 3, 2015, the Council approved the submittal of the WEDC CDI grant application for Shad Branen of WIN Properties, LLC at 425 N. Pine Street. The proposed project meets several strategic city goals, as well as, fits the criteria of WEDC's grant program. Specifically, WIN Media will be rehabilitating the 18,000 square foot former Schuette-Daniels furniture store. The first floor is planned to have two retail storefronts, the second floor to have office suites, and the lower level to have co-working space.

If the project moves forward, the expansion meets several of the City's goals as it relates to downtown and the City's overall economic development plan. The project would expand retail and "trip generating" business in our downtown core, as well as enhance the overall appeal of the downtown aesthetics. It would also add value to our existing tax base by fully utilizing an unused building.

The grant was approved by WEDC in the amount of \$192,883. Under the state's program, the City is the applicant and the funds are administered through the attached grant agreement. This agreement is the last step in the WEDC process to fund the grant.

BUDGET/FISCAL IMPACT:

The grant program is a 3:1 reimbursement program which requires the grantee to submit all the required documentation for reimbursement. The City will apply for reimbursement from the State and act as a "pass-through" agent for the funds. The grant was approved by WEDC in the amount of \$192,883. Under the state's program, the City is the applicant and the funds are administered through the attached grant agreement.

RECOMMENDATION:

Staff recommends approval of the attached grant agreement between the City of Burlington and WIN Properties, LLC as drafted by Attorney Bjelajac. The applicant has indicated that the grant will help fill a funding gap needed to make the project fit a sustainable business mode.

TIMING/IMPLEMENTATION:

This item is for discussion at the June 7, 2016 Committee of the Whole meeting and due to the timeliness of this issue, is scheduled for the same night Common Council meeting for final consideration.

ATTACHMENTS:

Resolution

Grant Agreement

Resolution Number: 4792(11)
Introduced by: Committee of the Whole

**A RESOLUTION AUTHORIZING A GRANT AGREEMENT BETWEEN THE CITY OF
BURLINGTON AND WIN PROPERTIES, LLC FOR THE WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION COMMUNITY DEVELOPMENT INVESTMENT GRANT
FOR PROPERTY LOCATED AT 425 N. PINE STREET**

WHEREAS, The Wisconsin Economic Development Corporation has available Community Development Investment Grants; and,

WHEREAS, WIN Properties, LLC has been approved for a WEDC Community Development Investment Grant in the amount of \$192,883; and,

WHEREAS, the City of Burlington's Downtown Strategic Plan calls for the promotion of downtown redevelopment projects through the use of grant dollars, and;

WHEREAS, the Common Council has determined that entering into an agreement with WIN Properties, LLC for the management of grant funds advances the strategic goals of the City; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington hereby approves a Grant Agreement between the City of Burlington and WIN Properties, LLC, hereto attached as "Attachment A"

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the Grant Agreement between the City of Burlington and WIN Properties, LLC.

Introduced: June 7, 2016

Adopted: June 7, 2016

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk



MEMORANDUM

TO: City of Burlington Common Council

FROM: Tina Chitwood, Community Development Manager

DATE: October 20, 2015

SUBJECT: Request to Submit a WEDC CDI Grant Application for 425 N. Pine St. (WIN Properties, LLC, Shad Brannen, Principle)

The purpose of this memo is to request approval from the Council to submit a WI Economic Development Corporation (WEDC) Community Development Investment (CDI) grant application for the downtown redevelopment project being undertaken by WIN Properties, LLC at 425 N. Pine St. Since November 2014 RCEDC has been the City's representative on this project coordinating multiple meetings with the building owner and WEDC community development staff regarding this grant program and the importance of historic preservation, as well as coordinating meetings with WI Historical Society staff regarding the Federal and State Historic Tax Credits programs and we have facilitated discussions with City staff and the Mayor to advance the redevelopment project to be applied for by this grant application.

Following is a summary of the CDI grant application deadlines, eligibility requirements, City expectations and project description for your information.

CDI GRANT INFORMATION

1. Grants support community redevelopment efforts by providing a grant up to 25% of the project costs.
2. Funded projects should lead to measureable benefits in job opportunities, property values and/or leveraged investment by public and private partners. Benefits realized may be in the categories of: job creation, tax base growth and strong commercial/downtown districts.
3. Eligible applicants include municipalities.
4. Match requirement: \$3:1 investment in project costs. [25% of the project costs can be covered by the grant.]
5. Eligible activities: construction, renovation, historic preservation and infrastructure investment.

6. Eligible projects: rehabilitation and reuse of landmark buildings, blight elimination in downtown, historic preservation and high impact community space efforts.
7. Maximum award: \$250,000 per project (one application round in FY 2016).
8. Due date: November 13, 2015
9. Awards announced: Late December 2015 to mid-January 2016.
10. Evaluation criteria:
 - a. Direct economic benefits to the community,
 - b. Extent project will lead to additional development in the area,
 - c. Degree to which public and private partnerships have been developed,
 - d. Degree to which both public and private investment is being generated,
 - e. Extent to which the project compliments previous municipal or regional planning efforts,
 - f. Demonstration that grant funding is needed to fill the financial gap that cannot be met with public and/or private sources,
 - g. Demonstration of firm financial commitments for all sources of project funding,
 - h. "Shovel ready" project (able to proceed if grant award is made),
 - i. Degree to which community wide support for the project has been demonstrated, and
 - j. Project support of best downtown redevelopment practices.
11. The City will be expected to submit semi-annual fiscal and narrative reports based off of information compiled by the property owner until the project is completed. The City will handle grant disbursements.

PROJECT DESCRIPTION

1. Rehabilitation of an 18,000 sq. ft. building ravaged by fire in April 2014 and sitting vacant in the heart of the Downtown Historic Central Business District since that time.
2. First floor to be renovated into two retail storefronts of about 3,000 sq. ft. each, second floor to become office suites, and lower level to become a co-working space. Project also consists of an elevator to access all three floors, shared conference room in the lower level, restroom facilities, fire suppression sprinkler system installed in the entire building and new rear access at the back of the building.
3. One retail tenant and one office tenant have been secured and anticipate occupying the building by June 1, 2016.
4. The goal of the co-working space is to create a space that would serve as the stepping stone between a home office or coffee shop and a permanent location for businesses. The co-working space will be an open-concept space including 4-8 moveable work stations, free Wi-Fi, electrical, large screen TV for teleconferencing, and key fob security system for 24-7 access to the space.

5. Users will sign up as members holding them accountable to their use of the space and providing complete access to the amenities of the space at a fraction of the cost of renting an office in the area. An additional membership level will be offered to provide locked office space for people to rent and keep their belongings in a secure locked office, but still have access to the conference room and other amenities.
6. Small business development programming and resources will be offered by Gateway Technical College, Small Business Development Center, WI Women's Business Initiative Corporation and Racine County Economic Development Corporation. Additional partnerships are being forged with the Burlington High School students and staff in the Future Business Leaders of America program and outreach has been made with Catholic Central High School as well.
7. Overall, the co-working space allows entrepreneurs to reduce their operating costs while providing an environment that encourages collaboration, a great place to network, recruit new talent and eliminates the isolation of working from home or other public spaces.

Without Mr. Brannen's vision to rehabilitate the 425 N. Pine St. building the City would have been left with a missing tooth in the award-winning smile of its historic downtown. The overall project advertises to the community the historical and economic importance of the project.

- ❖ *The Council is requested to consider the request to submit a WEDC CDI Grant application on behalf of WIN Properties, LLC.*

GRANT AGREEMENT

This agreement (“Agreement”) is made and entered into this ____ day of June, 2016, by and between:

- a) WIN PROPERTIES, LLC, being a Wisconsin limited liability company (hereinafter, the “Developer”), with offices located at 1464 Devon Road, Burlington, Wisconsin 53105; and
- b) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin (hereinafter, the “City”), with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105.

Introduction

Developer owns the following-described parcel of real property (the “Property”):

- a) Street Address: 425 North Pine Street
Burlington, Wisconsin 53105
- b) Tax Parcel No.: 206-03-19-32-400-940

The building located on the Property (the “Building”) is in a state of disrepair, having been damaged in the past by a significant fire. The Building needs to be restored so that it is suitable for commercial occupancy (the “Project”).

Developer, the City, the Racine County Economic Development Corporation (“RCEDC”), and the Wisconsin Economic Development Corporation (“WEDC”) have arranged for the City to obtain a WEDC Community Development Incentive Grant (“CDI Grant”) in the amount of One Hundred Ninety Two Thousand Eight Hundred Eighty Three Dollars

(\$192,883.00). The CDI Grant consists of (i) funds payable by the WEDC to the City, and (ii) the City then, acting as a financial conduit (without the City retaining any of the CDI Grant funds for the City's own use), reimbursing Developer with the CDI Grant funds for eligible costs and expenses incurred by Developer in undertaking the Project.

The City is willing to administer this CDI Grant program, in conformance with the requirements of the WEDC for the same, and both the City and the Developer hereby acknowledge that the Project would not be undertaken by the Developer without the assistance of the CDI Grant being provided by the WEDC to the City for the Project.

The City of Burlington Common Council has authorized the City to enter into this Agreement for the above-stated purposes pursuant to a Resolution, which was adopted by the Common Council on the date of June 7, 2016, at a meeting of the said Common Council duly and lawfully held on that said date.

Agreement

1. "Introduction" is Correct. The above "Introduction" is true and correct, and is hereby incorporated into this Agreement by reference.

2. Duties of the Developer.

A. Developer, at its own cost and expense, and through a contractor(s) preapproved by the City, shall undertake and complete the Project (i) in accordance with the plans and specifications for the Project on file with the City, the RCEDC, and the WEDC, and (ii) in accordance with all applicable governmental statutes, laws, rules, regulations, and ordinances, as well as all directives from the City representatives, including, but not limited to, the City Building Inspector.

B. Developer, at its own cost and expense, shall obtain all licenses, approvals, and permits from the City that may be required by the City for the Project.

C. Developer warrants and represents to the City (and to RCEDC and WEDC) that Developer would not be able to proceed with the Project without the benefit of being eligible for reimbursement of Project costs through the CDI Grant, all as described in this Agreement.

D. For the purposes of this Agreement and Developer's eligibility for reimbursement of Project costs under this CDI Grant program, and notwithstanding that a portion of the Project work has been previously undertaken by Developer, the Project shall be deemed to be commenced on the date of July 1, 2016. Developer is not eligible for reimbursement of any of the Project costs incurred by Developer prior to this commencement date.

E. The Project shall be substantially completed by Developer on or before the date of March 30, 2017, with final completion of the Project on or before the date of June 30, 2017. These deadline dates shall be extended (i) as may be necessary due to any delay(s) experienced beyond the reasonable control of Developer and/or its contractor(s), and/or (ii) as may be otherwise agreed to in writing by the City, with the approval of the City of Burlington Common Council.

F. With respect to any failure of the Developer (and/or its contractor(s)) to comply with the provisions of this Agreement, the Developer shall be in default under this Agreement if (i) the City gives to the Developer written notice of such failure of compliance, and (ii) the Developer fails to then cure such failure of compliance within Thirty (30) Days after the date such written notice is actually received by the Developer.

Except for failures of compliance involving the payment of money by the Developer, in the event the failure of compliance is of such a nature that it cannot be reasonably cured within the said 30-day time period, then the Developer shall only be in default if (i) Developer fails to commence a good-faith effort to cure the said failure of compliance within the said 30-day time period, and then (ii) in good faith continues to diligently proceed with the effort to cure the failure of compliance until full compliance is attained. Upon a default by the Developer under this Agreement, and in addition to any other remedies available to the City under the law, Developer shall, upon the request of the City, immediately return to the City all grant monies paid to the Developer by the City under this Agreement.

G. Developer shall, and hereby does, AGREE TO INDEMNIFY AND HOLD HARMLESS the City and its officials, officers, employees, consultants, contractors, and/or agents from and against any and all claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees), and/or any other liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the City being a party to this Agreement, and/or (ii) Developer and/or its contractor(s) failing to comply with the provisions of this Agreement.

H. During work on the Project, Developer shall submit to the City written invoices pertaining to the Project costs paid by Developer and for which Developer is eligible for reimbursement under this Agreement with the CDI Grant funds described herein. Along with such invoices, Developer shall also contemporaneously submit to the City, as supporting documents, (i) lien waivers from the contractor(s) for the work in question, and (ii) such other information and/or documents requested by the City and/or

the WEDC. The WEDC documents establishing the terms and provisions of the CDI Grant program, that is the subject of this Agreement, are hereby incorporated herein by reference.

I. Developer may submit to the City its written invoices for reimbursement, as described in above Subparagraph H, upon substantial completion of the Project, or on an interim basis, up to three (3) times, during the work on the Project, for the portion of the work completed.

J. Developer shall, at its own cost and expense, prepare and deliver to the City (and/or to the RCEDC and/or the WEDC) such reports, documents, and information that the City and/or RCEDC and/or WEDC may from time to time request of the Developer regarding the Project and/or the CDI Grant monies described in this Agreement.

K. In the event the City is required, under the CDI Grant program, to refund and return to the WEDC any part or all of the CDI Grant funds paid by the City to Developer under this Agreement, then Developer shall immediately return and pay to the City the said Grant funds in question.

3. Duties of the City.

A. The City shall cooperate with the Developer by reviewing and processing, in the due course of the City's ordinances, policies, and procedures, the Developer's submissions and applications to the City regarding the Project.

B. With respect to the request(s) of the Developer for reimbursement monies for eligible Project costs under the terms of this Agreement, the City shall comply with the rules and regulations of WEDC regarding the same, and shall process the Developer's

reimbursement requests in due course with the City's policies and procedures for the review and approval of the same.

C. The City shall not retain, or use for its own purposes, any of the CDI Grant funds that the City receives from the WEDC. All such CDI Grant funds, to the extent received by the City from the WEDC, shall be transferred and paid to Developer, all in accordance with the terms of this Agreement and/or the WEDC CDI Grant program.

D. Under the terms and provisions of this Agreement, the City shall not be required to pay to the Developer any of the City's own monies or funds for the Project, and/or for any other reason or purpose.

4. No Partnership Created. This Agreement does not create any type of partnership, joint venture, or any other business relationship between the City and Developer regarding the Project. The Developer is solely responsible, at the Developer's own cost and expense, to undertake and complete the Project, and to comply with the terms and provisions of this Agreement and/or the CDI Grant program described herein.

5. Conflict of Interest. No official, officer, or employee of the City during his/her tenure, or for one (1) year thereafter, will have and/or shall have any direct or indirect personal interest in this Agreement or any proceeds thereof.

6. Governing Law and Venue. This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin, without giving effect to its conflict of laws provisions. The venue for any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court, in Racine County, Wisconsin.

7. Written Notices. Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE DEVELOPER: Mr. Shad A. Branen
1464 Devon Road
Burlington, Wisconsin 53105

Telephone: (262)763-6397, ext. 11
e-mail: shad@winmediainc.com

FOR THE CITY: City Administrator
City of Burlington City Hall
300 North Pine Street
Burlington, Wisconsin 53105

Telephone: (262)342-1161
e-mail: cwalters@burlington-wi.gov

A written notice shall be deemed given to a party to this Agreement:

- a) On the date of personal delivery to the City Administrator and/or Shad Branen; or
- b) On the next business day (Monday-Friday) following the date of the deposit of a written notice in the U.S. Mail by Certified Mail, with postage prepaid thereon; or
- c) On the date of a transmission of a written notice by e-mail to the e-mail addresses noted above (or as later updated by the parties). Any such e-mail sent after 4:00 p.m. CST on a Monday through Thursday shall be deemed sent the next day, and any e-mail sent after 4:00 p.m. CST on a Friday shall be deemed sent the following Monday.
- d) Any dates that are state and/or federal holidays shall be excluded from the calculations contained in above Subsections (b) and (c).

8. Execution of the Agreement. This Agreement may be executed in counterpart, and may be delivered (in addition to personal delivery or by U.S. Mail) by e-mail transmission.

9. Personal Guarantee. Shad Branen, being a member of the Developer, as an inducement to the City to enter into this Agreement, and in consideration of the City doing so, hereby personally guarantees the full and complete performance by Developer of all of the duties and obligations imposed upon Developer under this Agreement. This shall expressly include, but not be limited to, the duty of Developer to return to the City (and/or WEDC and/or RCEDC) all of the CDI Grant monies paid to Developer by the City, if such return is required under the terms of this Agreement and/or the WEDC CDI Grant program.

IN WITNESS WHEREOF, the above-named parties, along with Personal Guarantor Shad A. Branen, have executed this Agreement as of the day and year first above written.

DEVELOPER:
WIN Properties, LLC

CITY:
City of Burlington, Wisconsin

By: _____
Shad A. Branen
Member

By: _____
Jeannie Hefty
Mayor

PERSONAL GUARANTOR:

Attest: _____
Diahn Halbach
City Clerk

Shad A. Branen,
in his individual capacity as the
personal guarantor of Developer



DATE: June 7, 2016

SUBJECT: RESOLUTION 4793(12) to authorize the acceptance of up to \$24,760 in Wisconsin Economic Development Corporation Site Assessment Grant funds for environmental site work at 221, 241, 249 and 261 E. Chestnut Street.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

At their April 6, 2016 meeting, the Community Development Authority (CDA) authorized staff to apply for a Site Assessment Grant (SAG) with the Wisconsin Economic Development Corporation (WEDC) to relieve city expenditures with environmental remediation of the vacant city-owned parcel on E. Chestnut Street and N. Dodge Street. The application was submitted to the WEDC on April 15, 2016 and subsequently approved by the WEDC on May 11, 2016 as indicated in the attached letter. The WEDC has indicated the City will be awarded up to \$24,760. Roughly \$2/\$1 spent reimbursable matching grant. The cost to remediate the property is estimated at \$37,140. The direct cost to the City is estimated at \$12,380 as part of the matching grant and can be paid with ER-TID 1 funds.

In an effort to identify all developers, city staff released a Request for Proposals (RFP) for this parcel on May 6, 2016 with a due date of June 3, 2016. Proposals received will be reviewed by the CDA in the coming months. This grant will allow more selection options and easier development opportunities by providing an environmentally sound parcel for development.

BUDGET/FISCAL IMPACT:

The WEDC has indicated the City will be awarded up to \$24,760. The cost to remediate the property is estimated at \$37,140. The direct cost to the City is estimated at \$12,380 as part of the matching grant and can be paid with ER-TID 1 funds.

RECOMMENDATION:

Staff recommends approval of the Site Assessment Grant with the WEDC in the amount of \$24,760. Staff will work with the City Attorney for future agreements and/or requirements related to the acceptance of this grant.

TIMING/IMPLEMENTATION:

This item is for discussion at the June 7, 2016 Committee of the Whole meeting and due to the timeliness of this issue, is scheduled for the same night Common Council meeting for final consideration.

ATTACHMENTS:

Resolution
Grant Agreement

Resolution Number: 4793(12)
Introduced by Committee of the Whole

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF UP TO \$24,760
IN WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC)
SITE ASSESSMENT GRANT FUNDS FOR ENVIRONMENTAL SITE WORK
AT 221, 241, 249 AND 261 E. CHESTNUT STREET**

WHEREAS, the City of Burlington Community Development Authority authorized the submittal of a grant application for Site Assessment Grant funds through the Wisconsin Economic Development Corporation for environmental remediation and redevelopment activities at 221, 241, 249 and 261 E. Chestnut Street; and,

WHEREAS, the Wisconsin Economic Development Corporation has provided correspondence indicating a desire to provide up to \$24,760 in grant funds for eligible environmental site work.

NOW THEREFORE, BE IT RESOLVED, that the City of Burlington accepts WEDC Site Assessment Grant funds of up to \$24,760, pursuant to Attachment "A", a letter dated May 11, 2016 from the Wisconsin Economic Development Corporation, to assist with eligible environmental site work costs at 221, 241, 249 and 261 E. Chestnut Street; and,

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to act on behalf of the City of Burlington to execute the letter of commitment and subsequent contract from the Wisconsin Economic Development Corporation to secure grant funds, to sign documents and take necessary action to undertake, direct and complete approved grant activities.

Introduced: June 7, 2016
Adopted: June 7, 2016

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

May 11, 2016

Carina Walters
City Administrator
City of Burlington
300 North Pine Street
Burlington, WI 53105-3011

Dear Ms. Walters:

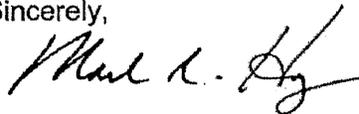
I am very pleased to inform you that the City of Burlington has been awarded a Site Assessment Grant of up to Twenty Four Thousand Seven Hundred Sixty dollars (\$24,760) to reimburse expenditures for eligible environmental site work that will take place on the underutilized properties located at 221, 241, 249 and 261 East Chestnut Street.

The Wisconsin Economic Development Corporation (WEDC) is looking forward to participating in an important environmental site investigation project that will help the City of Burlington define the degree and extent of contamination so the .331 acre parcel can be placed in a higher use. The effort of the City of Burlington to prepare documentation to obtain environmental closure from DNR is very commendable.

The Site Assessment Grant has been approved to reimburse expenditures for eligible environmental site work incurred on or after May 11, 2016. This letter is not a contract. Al Rabin of the Credit and Risk Division will be contacting you very soon to develop a contract with final terms and conditions. He will also discuss reimbursement procedures. Please contact Al at (608)210-6818 if you have any questions regarding the Site Assessment Grant award.

Congratulations and thank you for your appreciated work to assess soil, groundwater and vapor contamination so a mixed-use redevelopment can be built on the vacant site. The completion of the environmental site work should help to generate increased property revenue for the City of Burlington after the planned mixed-use development reaches fruition.

Sincerely,



Mark R. Hogan
Secretary / CEO



201 W Washington Avenue
Madison, WI 53703

P.O. Box 1687
Madison, WI 53701

608.210.6700
855-INWIBIZ
inwisconsin.com



Wisconsin Economic Development Corporation Site Assessment Grant (SAG) Application

TO BE COMPLETED BY WEDC STAFF		
Prospect No:	CAM:	Date Submitted:

A. PROSPECT/APPLICANT INFORMATION

Grant Request: \$ 24760	Match Investment: \$ 12380	Total Project Costs: \$ 37140
Applicant: City of Burlington		
Applicant Type: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> County <input type="checkbox"/> Other Public Body		
FEIN #: 39-6005409 <small>(Federal Employee Identification Number –Tax ID or Social Security Number)</small>		
Address: 300 North Pine Street		
City, State, Zip: Burlington, Wi, 53105		
Tele. #: 262-342-1180	Fax #: 262-763-3474	
WWW: .burlington-wi.gov		
Individual To Contact Regarding Questions About The Project:		
Project Contact: Carina Walters & Linda Fellenz LF Green Development, LLC	Title: City Administrator President	
Address: 300 N. Pine Street		
City, State, Zip: Burlington, Wi 53105		
Tele. #: 262-342-1180	Fax #: 262-763-3474	
Email Address: cwalters@burlington-wi.gov		

B. SITE DETAILS

Project Location: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village Of: Burlington	County: Racine
Project Street Address: 221, 241, 261, 249 E. Chestnut	
Current Assessed Value: \$70,000 (2014)	Site Size (Acres): .331
Current Zoning: B2	Proposed Zoning: No Change
Current Owner of Property: City of Burlington	
If you (applicant) expect to obtain ownership, when will this occur? N/A	
What steps, if any, will be taken to obtain ownership?	
<input type="checkbox"/> No Plans to Acquire <input type="checkbox"/> Purchase (attach purchase agreement) <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Condemnation <input type="checkbox"/> Other:	
If needed, when will an access agreement with the property owner be in place? NA	

C. ELIGIBILITY

Please provide the following to demonstrate eligibility:

Yes No

- 1. The property is a former industrial or commercial facility that is contaminated or is perceived to be contaminated.
- 2. The applicant is not a party that likely contributed to any contamination that may exist at the project site.
- 3. The party that likely caused environmental contamination on the subject property is unknown, cannot be located or is financially unable to pay for the cost of the cleanup.
- 4. Any person(s) who likely possessed or controlled the environmental contaminant(s) before the contaminant was released are unknown, cannot be located or is financially unable to pay.
- 5. I certify that WEDC financial assistance is needed to ensure the project will happen in Wisconsin.

Explain: The financial assistance will enable the City to close the open DNR file and allow the redevelopment of this blighted property ultimately supporting economic development within the historic downtown.

Contact a Community Account Manager for eligibility information if any answers in Section C are "NO"

D. REDEVELOPMENT NARRATIVES

Please provide detailed descriptions regarding the following aspects of your project:

1. **Site Eligibility:** Grant funds are unable to be used on sites in which the likely causer of contamination is known, can be located and is able to pay for the environmental costs. Describe the past and current site ownership and uses and why it is believed the causer of potential environmental contamination is unknown, cannot be located or is financially unable to pay for potential environmental costs.
2. **Site Conditions:** Describe the current condition of the project site, the improvements on the site (e.g. acres, building size, condition of the buildings, etc.), known environmental information and specific health and safety concerns associated with the property.
3. **Project Implementation:** Describe the project including activities planned and a project schedule.
4. **Economic Development Potential:** Describe the importance of the site to the community, the potential for economic redevelopment to occur, and the significance of the site as it relates to previous community planning efforts. If an end-user or developer of the site has been identified, provide details on individuals or businesses involved, the redevelopment plan for the site, and a time schedule for implementation of the redevelopment plan.
5. **Project Financing:** Describe the various methods that will be used to fund the project and include the progress of establishing or receiving funds.

E. PROJECT BUDGET

Complete Attachment A, (Project Budget) and indicate project activities, date of past costs, and sources of match investment.

**F. REGULATORY INFORMATION
(For sites with reported contamination)**

D. DNR Project Manager Name and Address

Ms. Shanna Laube-Anderson
Sturtevant Service Center
9531 Rayne Road
Sturtevant, WI 53177

Telephone Number:

262-884-2341

E-mail Address:

shanna.laubeanderson@wisconsin.gov

Indicate the various WDNR case numbers or BRRTS #'s that have been assigned to the project site:

1) 0252554849

2) 0252554863

3)

G. STATE REIMBURSABLE COSTS

Yes No

- 1) Does petroleum, dry-cleaning solvents, agricultural products contaminate the site?
- 2) If yes, are the environmental costs eligible for reimbursement by the Petroleum Environmental Cleanup Fund (PECFA), the Dry Cleaner Environmental Response Fund (DERF), or Agricultural Chemical Cleanup Program (ACCP)?

H. REQUIRED SUPPORTING DOCUMENTATION

Have you included the following?

Yes No

- 1. A map indicating the project location within its municipal jurisdiction.
- 2. Photographs of the site and surrounding area.
- 2. An itemized cost estimate of activities planned.

**ATTACHMENT A
PROJECT BUDGET**

Project Activities *	Date of Past Costs	SAG Grant	Source of Matching Funds				Total Dollar Amount
			Applicant	Other Public Funds	In-Kind	Other	
Environmental Assessments							
Site investigation		16860	8430				25290
Asbestos Removal / Abatement							
Demolition							
Storage Tank Removal							
Other:		7900	3950				11850
Subtotal		24760	12380				37140
Other Activities **							
Property Acquisition							
Grant Administration / Project Overhead							
State Reimbursable Environmental Costs (e.g PECFA, DERE, ACCP)							
Other expenses:							
Total		24760	12380				37140

* Project Activities are those activities reimbursable through the Site Assessment Grant.

** Other Activities are those activities that demonstrate the financial investment necessary for site activities to occur, but are not reimbursable through the Site Assessment Grant.

**ATTACHMENT B
CERTIFICATION STATEMENT**

THE APPLICANT:

1. Certifies that to the best of the applicant's knowledge and belief, the information being submitted to Wisconsin Economic Development Corporation is true and correct.
2. Certifies that the applicant is in compliance with all laws, regulations, ordinances and orders applicable to it.
3. Certifies that the applicant is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with its other creditors that could have an adverse material impact on the project.
4. Certifies that the Wisconsin Economic Development Corporation is authorized to obtain a credit check and Dun and Bradstreet on the applicant, the business and/or the individual(s).
5. Certifies that the applicant has disclosed and will continue to disclose any occurrence or event that could have an adverse material impact on the project. Adverse material impact includes but is not limited to lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory intervention or inadequate capital to complete the project.
6. Understands this application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, § 19.31 et seq. The applicant will mark documents "confidential" where appropriate for financial and other sensitive materials that should be, to the extent possible, be kept in confidence. WEDC will notify the applicant if it receives a public records request for materials marked confidential.

Signature: Carina G. Walters Date: 2/15/16
(Authorized Representative)

Name: Carina G. Walters Title: 4/15/16
(Authorized Representative)

Substitute **W-9**

DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

Print or Type

This form can be made available in alternative formats to qualified individuals upon request.

Legal Name: (as entered with IRS)
 Individuals: Leave Blank
 Sole Proprietorships: Enter Business Name
 All Others: Complete only if doing business as a D/B/A

Trade Name:
 Individuals: Leave Blank
 Sole Proprietorships: Enter Business Name
 All Others: Complete only if doing business as a D/B/A

Remit Address: Address where check should be sent if different from primary address PO Box or Number and Street, City, State, ZIP+4

Order Address: Address where order should be mailed
 PO Box or number and street, City, State, ZIP+4

 [NOT APPLICABLE]

Primary Address: Address where 1099 should be sent if different from remit address
 PO Box or number and street, City, State, ZIP+4

Entity Designation: (check only one) Required

- Individual / Sole Proprietor
- Corporation (includes service corporations)
- Limited Liability Partnership
- Limited Liability Corporation
- Government Entity
- Hospital Exempt from Tax or Government Owned
- Long Term Care Facility Exempt from Tax or Government Owned
- All Other Entities

Taxpayer Identification Number (TIN):

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the Requester.

Check Only One Required

- Social Security Number (SSN)
- Employer Identification Number (EIN)
- Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)

Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name	Printed Title	Telephone Number ()
Signature		Date (mm/dd/ccyy)

For Agency Use Only

Agency Number	Contact	Phone Number
Change <input type="checkbox"/> Name <input type="checkbox"/> Address <input type="checkbox"/> Other (explain)		

For all projects approved by WEDC, this form is used as a reference for issuing checks to Recipients. WEDC will file with the IRS appropriate income tax forms for award Recipients based on information that appears on this form. Failure to provide this information may result in delayed payments. This request is being made at the direction of the Wisconsin State Controller. We are required to inform you that failure to provide the correct Taxpayer Identification Number (TIN) / Name combination may subject you to a \$50 penalty assessed by the Internal Revenue Service under section 6723 of the Internal Revenue Code. Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

Site Assessment Grant (SAG) Environmental Narratives
249 E. Chestnut (Former Milo Property)
261 E. Chestnut Street (Former Redi-Bake Property)
241 E. Chestnut (former Aranda property)
And 221 E. Chestnut (former Horneman Property)
Burlington, WI 53105



Economic Development Potential

In an effort to spur downtown economic development, in 2010, the City of Burlington created an Environmental Remediation Tax Increment Financing District (ER TIF) within the heart of downtown that encompassed 400-416 Dodge Street, 216 E. Washington Avenue, 224 E. Washington Avenue, 221 E. Chestnut Street, 241 E. Chestnut Street, 249 E. Chestnut Street and 261 E. Chestnut Street. As a part of the ER TIF District the City also applied for a Brownfield Grant to assist with site redevelopment. Four of the properties were redeveloped into a Hampton Inn and a municipal owned parking structure. The four remaining parcels that were not redeveloped were 249 E. Chestnut (former Milo property) and 261 E. Chestnut (former Redi-Bake property) 221 E. Chestnut (former Horneman Property) and 241 E. Chestnut (former Aranda property). Positively with the redevelopment of these parcels, the City has seen an increase of parking, tourism, and attracting new visitors to the City. The downtown redevelopment has started a movement towards making the City of Burlington a destination location. Conversely, as a result of the downturn in the economy, future redevelopment of these remaining sites stalled and the Tax Increment District has not performed as originally anticipated. The TID is set to close in 2018.

As the economy is beginning to shift upward, the City would like to seek a Site Assessment Grant in the hopes of completing any further site investigation as outlined in the LF Green Development, LLC report dated, March 23, 2009. The City has been contacted by a developer and ready to execute the redevelopment of this blighted parcel to create a commercial/ mixed used property to compliment the surrounding retail/commercial lifestyle.

Site Conditions-

The property is currently vacant. The buildings were razed as part of the redevelopment plan in 2010. The property used to consist of several parcels, however the property has been re-surveyed and is one parcel at this time. The initial Phase II done at the site in 2009, confirmed soil VOC and PAH impacts exceeding the NR 720 Residual Contaminant Levels (RCLs) and groundwater contamination exceeding the NR 141 Groundwater Enforcement Standards (ES). The soil and groundwater conditions require a site investigation, vapor screening, and groundwater monitoring plan prior to achieving WDNR Site Closure. Recently the City has had interest from a developer for the property – which allows the investigation to proceed knowing what the future land use will be.

The final site plan may be used (if available) to determine the location of monitoring wells to allow for sampling to be done without needing to move them if the development of the site begins.

We anticipate that the work needed to achieve site closure at the site includes:

- Soil and groundwater investigation;
- Groundwater monitoring;
- A vapor intrusion screening;
- NR 716 Report;
- WDNR GIS closure submittal

Project implementation-

The City of Burlington has partnered with LF Green Development, LLC in an effort to obtain a letter of site closure and prepare the property for redevelopment. To do that, the city needs to complete a remaining site investigation of the property. The use of grant funds (if approved) would be used to complete the NR716 Site Investigation, groundwater monitoring if necessary, a vapor investigation, and prepare the NR720 Case Closure Submittal.

The City has a developer interested in acquiring the property and a final land use has been approved. Once the site investigation is complete, the new development will begin. The City is very anxious to have this blighted site become a viable commercial development and contribute tax revenue as well as generate many new jobs for the community.

Project Financing-

Previous City funds were used to acquire the property, complete environmental Phase II investigations, complete asbestos abatements, raze the structures, and maintain the parcel. The City needs the SAG funding to assist the City with the costs to prepare the site for the new development by completing the required investigation. The current ER TID has been underperforming, however; the City of Burlington is able to borrow increment from Tax Increment District 3 (increment borrowing to ER TID) to provide the matching dollars for the SAG. The investigation matching dollars are eligible as a TIF eligible expense.

LF Green Development, LLC
Summary of Staff Hours and Labor Costs

Former Milo and Redi-Bake Sites Environmental Investigation											
CLASSIFICATION	Project Manager			Project Scientist			Staff Scientist			Total Labor	
	Hours	Dollars		Hours	Dollars		Hours	Dollars		Hours	Dollars
Average Hourly Wage		\$95.00			\$80.00			\$68.00			
TASK DESCRIPTION											
Site Investigation											
Complete additional borings*	2	\$190.00		12	\$960.00		16	\$1,088.00		30	\$2,238.00
Install Monitoring wells	2	\$190.00		6	\$480.00		6	\$408.00		14	\$1,078.00
Collect groundwater samples**	2	\$190.00		36	\$2,880.00		36	\$2,448.00		74	\$5,518.00
Draft Site Investigation (SI) Report	5	\$475.00		25	\$2,000.00		14	\$952.00		44	\$3,427.00
Revise SI Report after WDNr review	4	\$380.00		10	\$800.00		2	\$136.00		16	\$1,316.00
Prepare maps, figures, boring logs	2	\$190.00		6	\$480.00		2	\$136.00		10	\$806.00
Closure Paperwork	10	\$950.00		30	\$2,400.00		20	\$1,360.00		60	\$4,710.00
TOTALS	27	\$ 2,185.00		125	\$10,000.00		96.0	\$6,528.00		204	\$19,093.00
										Expenses	\$18,047.00
										Project Total	\$ 37,140.00
2565.0											
Summary of Expenses			Units	Cost	Total						
Driller*				\$4,620.00	\$4,620.00						
Laboratory SI **				\$8,147.00	\$8,147.00						
Vapor Investigation				\$2,500.00	\$2,500.00						
Field supplies				\$700.00	\$700.00						
PID (est 4 days)			Day	\$95.00	\$380.00						
WDNR Fees (if needed)				\$1,700.00	\$1,700.00						
Totals					\$18,047.00						

* Assumes 6 borings (4 wells)
** VOCs (2 samples per boring)
** 4 rounds of groundwater sampling -

LF Green Development, LLC
Summary of Staff Hours and Labor Costs

CLASSIFICATION	Project Manager		Project Scientist		Staff Scientist		Total Labor	
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Average Hourly Wage		\$95.00		\$80.00		\$68.00		
TASK DESCRIPTION								

Proposed Downtown Redevelopment Project



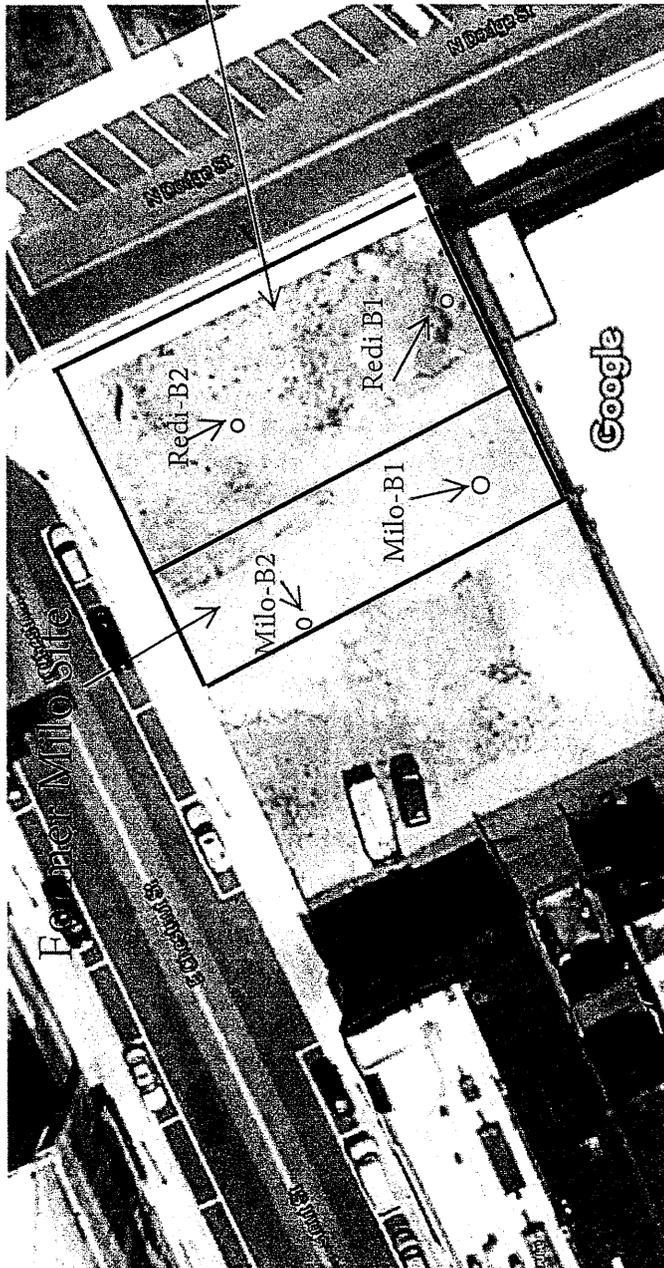
Former Milo and
Redi-Bake
Properties

New Retail
Development

Hotel

Retail/Office

Former Milo and Redi-Bake Sites



Former Redi-Bake Site

- o Boring/temporary well locations



DATE: June 7, 2016

SUBJECT: RESOLUTION 4794(13) to consider authorizing Carlson Dettmann Consulting to complete an employee Classification and Compensation Study in the amount of \$29,600 plus expenses.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

During the 2016 Budget sessions, the Common Council directed staff to have a compensation and classification study completed to analyze current market rates and benefit options among comparable municipalities. The study is to include salary and fringe benefit levels, a review and if necessary, an update of job descriptions, and recommendations for a performance management system, as well as a recommendation on rewarding employee performance.

Staff released a Request for Proposals (RFP) on March 1, 2016 with proposals due on April 1, 2016. Three proposals were received from the following companies:

1. Carlson Dettmann Consulting in the amount of \$29,600, plus incidental expenses
2. GovHR, LLC in the amount of \$29,400 plus expenses
3. Springsted Incorporated in the amount of \$33,100 plus expenses

Executive staff interviewed the three consulting companies and found Carlson Dettmann Consulting to be the most comprehensive company with the ability to provide the necessary study in a timely manner.

Carlson Dettmann Consulting is a Wisconsin-based firm with extensive experience in public, private, and not-for-profit organizations. Staff conducted reference checks to municipalities that have utilized Carlson Dettmann for similar studies. Reviews were extremely positive in regards to their working approach with the Council and staff, staying within deadlines, Council and employee satisfaction of the final plan, communication, and methodology used in completing the study. Carlson Dettmann will tailor the study per the specific requirements and culture, as well as the Council and Staff desires.

The goal of the study is to provide a detailed analysis of current market trends and benefit options in order to give a broad picture and use the information during 2017 budget discussions.

BUDGET/FISCAL IMPACT:

The cost to complete the compensation and classification study, as well as a performance evaluation system, with Carlson Dettmann Consultants will be \$29,600 to be paid for out of the General Fund. Potential changes to staff wages and/or benefits will be discussed in detail during the 2017 budget discussions.

RECOMMENDATION:

Staff recommends authorizing Carlson Dettmann Consultants to compete an employee compensation and classification study as they offered the most comprehensive needs the City will require.

TIMING/IMPLEMENTATION:

This item is for discussion at the June 7, 2016 Committee of the Whole meeting and due to the timeliness of this issue, is scheduled for the same night Common Council meeting for final consideration.

ATTACHMENTS: Resolution / Proposal

**A RESOLUTION APPROVING CARLSON DETTMANN CONSULTING TO COMPLETE AN
EMPLOYEE COMPENSATION AND CLASSIFICATION STUDY**

WHEREAS, the City of Burlington requires professional assistance in the successful completion of an Employee Compensation and Classification Study; and,

WHEREAS, the City did advertise a Request for Proposals on March 1, 2016, receiving three proposals; and,

WHEREAS, City executive staff interviewed three firms on May 26, 2016 and June 1, 2016; and,

WHEREAS, the City Administrator and executive staff recommend entering into an agreement with Carlson Dettmann Consulting to complete an employee compensation and classification study; and,

WHEREAS, Carlson Dettmann Consulting has conducted compensation and classification studies successfully throughout the Midwest; and,

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington, Racine County, State of Wisconsin, approves the proposal from the Carlson Dettmann, dated May 5, 2016, attached hereto as Exhibit A, for the amount of \$29,600, plus expenses.

BE IT FURTHER RESOLVED that the Council authorizes the Mayor to approve reasonable expenses associated with the study process.

Introduced: June 7, 2016
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk



**CITY OF BURLINGTON
REQUEST FOR PROPOSAL FOR CLASSIFICATION AND COMPENSATION STUDY**

ISSUED: Tuesday, March 1, 2016

SUMMARY

The City of Burlington is soliciting proposals from qualified firms for analysis of and recommendations on its compensation plan policy or "market" study for non-represented employees. The study is to include salary and fringe benefit levels, a review and if necessary, an update of job descriptions, and recommendations for a performance management system, as well as a recommendation on rewarding employee performance. The study should also include comparison with private entity positions and a recommendation for keeping the system current, if applicable.

SUBMITTAL REQUIREMENTS

Please submit single sided original, complete and sealed proposals to:

**Carina Walters
City Administrator
City of Burlington
300 N. Pine Street
Burlington, WI 53105
262.342.1161
262.763.3474 (fax)
cwalters@burlington-wi.gov**

Notwithstanding any other provisions of the RFP, the City reserves the right to reject any or all proposals, to waive any irregularity in a proposal, and to accept or reject any item or a combination of items, when to do so would be to the advantage of the City or its taxpayers. It is further within the right of the City to reject proposals that do not contain all elements and information requested in this document. The City shall not be liable for any losses incurred by any responders throughout this process.

CRITICAL DATES

Identified below are the critical dates associated with this Request for Proposals. Further details and requirements are contained in the specific sections or attachments included in this package.

**Request for Proposals Issued: Tuesday, March 1, 2016
Proposal Due Date: Friday, April 1, 2016 at 4:00 pm**

Interested parties are encouraged to submit questions regarding the Request for Proposal via email to Carina Walters at cwalters@burlington-wi.gov. Responses to questions will be provided directly by email.

BACKGROUND INFORMATION

The City of Burlington (population 10,600) does not presently have a formal Classification & Compensation System. A compensation study was conducted in 2010 and 2011 for several non-union positions. Since 2011, adjustments for non-union positions have been made through cost-of-living adjustments.

Clerical, dispatch and public works positions were covered by a collective bargaining agreement with AFSCME through 2014. Although the AFSCME union did not recertify in 2014, the City has continued to follow the wage schedule in the last collective bargaining agreement, as modified for annual cost-of-living adjustments.

SCOPE OF SERVICES

The City of Burlington is soliciting proposals from qualified firms for analysis of and recommendations on its compensation plan policy or “market” study for non-represented employees. The study is to include salary and fringe benefit levels, a review and if necessary, an update of job descriptions, and a review of and recommendations on its performance management system as well as a recommendation on rewarding employee performance. The objective of the market-based compensation analysis is to insure that the community maintains a competitive standing with relation to other municipal entities and, if possible, private sector labor markets.

Other purposes of the study are to determine whether the structure of the current pay grid (pay grades, salary ranges, # of steps) is still appropriate, to identify alternative methods and criteria for the progression of employees through the salary range, and to decide how best to handle potential situations where employees may be found to be overpaid.

The study involves approximately 56 full and part-time positions comprised of executive, professional, administrative, technical and clerical positions, excluding elected officials and those represented by unions or labor association. [See attachment]. The contract awarded as a result of this Request for Proposals (RFP) requires that the successful consultant provide services which meet or exceed the following objectives:

- A. To quantitatively evaluate the job content of each position using a methodology that will construct a relative ranking of positions.
- B. To produce a new compensation classification and compensation plan, including pay, structure and fringe benefit schedules. These schedules should be internally equitable and competitive in external markets both public and private, utilizing both public and private sector data.
- C. To review all subject positions and properly classify those positions in accordance with current Fair Labor Standards Act provisions relative to exempt and non-exempt status.
- D. To develop a best practices performance management system creating a value added system for employees.
- E. To review and recommend any changes to the current Fringe Benefit and Salary Administration policies.

- F. To produce an overall plan, forms and procedures that are clear and understandable, in order to promote employee and public acceptance of the process and results.
- G. To review the current system and understand any problems with the current system and to present, in person, progress reports and/or issues to a coordinating committee of City staff at critical points of the study and to meet with the committee.
- H. To present, in person, the final results of the Classification and compensation plan to Common Council.
- I. To make recommendations on keeping the plan current, equitable and up to date.
- J. Propose a management review process that will be used to find resolution to classification related disputes.

CONTENT OF PROPOSAL

Proposals shall contain the following information:

1. Use the list of benchmark classifications listed in Attachment 1 to survey public and private sector employers.
2. Identify at least 12 Wisconsin municipalities within the State of Wisconsin that are comparable to the City of Burlington in terms of size, demographics, land use composition, and ability to pay. Consultant should also identify additional public sector entities (Counties, School Districts, Technical College, etc.) for inclusion in the market study. For Department Head level positions the consultant should include survey data from comparable municipalities within the Upper Midwest geographic area (specifically including MI, MN, IA, and IL).
3. Identify sources and secure wage and benefit data on comparable private sector positions where appropriate. Determine and provide justification for any adjustments to private sector wages for benefit variations.
4. Conduct salary survey and provide information on minimum, mid-point, maximum, and actual wages for each benchmark position. To provide analysis on comparability to each community, compiled data should include actual title used, whether entity is public or private, years of experience in the position and number of people supervised (full-time equivalent), if appropriate.
5. Recommend alternative weighting options for comparing public and private sector wage data for each position, if appropriate.
6. Provide analysis and recommendation on "market rate" for each position as it relates to each community. Include written analyses and bases for any community's data that may vary from a majority of the collective information, including recommendation on the geographic area and size of communities that should be included as comparables for positions within each community.

PROPOSAL REQUIREMENTS TO INCLUDE

1. Consultant's Qualifications:

Provide a list of the principal(s) who will perform the work, along with a detailed resume of qualifications and recent similar experience. The proposal shall identify the Project Manager and any separate Project Managers for each Community if proposed. Each resume shall be in sufficient detail to analyze the proposed individual's qualifications and must, at a minimum, include number of years with the firm, education, major projects worked on or completed within the past five years, and related experience. In addition, describe the qualifications and history of the firm.

2. Consultant's References:

Experience with public sector agencies is necessary. Provide the names of five (5) clients for whom the firm has provided similar services within the last three (3) years. Include the name of the client's company/agency, the name of a contact person, and their phone number and email address. Include a specific description of the project undertaken by the firm for the respective community.

3. Proposed Project Plan:

Provide a detailed description of how the firm will complete all joint and individual community components of this assignment. Fully outline the firm's job analysis and compensation methodology including study objective, end products, processes, and procedures.

Provide a detailed time schedule identifying expected starting and completion dates of each phase of the work plan. Please identify time in the project schedule for review and feedback from each of the respective participating communities.

4. Statement of Methods and Procedures

Provide a statement describing the Scope of Work as you understand it, and describe the approach, means, methods and procedures to be employed to gather the wage data, analyze findings and develop recommendations as requested by each of the respective communities. Provide samples of job analysis tool(s) that you propose to use in conjunction with the classification plan work identified in the respective Community Appendices

5. Project Cost:

Submit a detailed and separate cost analysis for services described in this RFP and a breakdown of the hours of effort for each employee working on the project. Identify any cost related to do future position reclassifications should they occur after this project is completed. The cost analysis should include a total not-to-exceed cost for the compensation survey. The cost for the compensation survey shall be independent the costs for any additional services identified for individual communities.

INSURANCE AND CONTRACT REQUIREMENTS

The submission of a response shall constitute an acknowledgement upon which the respective communities may rely that the Consultant thoroughly examined and is familiar with the requirements and contract documents, and reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided.

<u>Type of Coverage</u>	<u>Minimum Limit</u>
Workers Compensation	Statutory – as required by State Statute
Professional Liability	\$1,000,000 – Each Claim \$2,000,000 – Aggregate
Commercial General Liability	
Bodily Injury & Property Damage	\$1,000,000 – Per Occurrence
(Incl. Personal Injury, Fire, Legal	\$1,000,000 – Personal & Adv Injury
Contractual & Products/Completed	\$2,000,000 – General Aggregate
Operations)	\$1,000,000 – Products-Comp/OP Aggregate
	\$5,000 – Medical Expenses (Any one Person)
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
All Autos – Owned, Non-Owned	
And/or Hired Uninsured Motorists	
Excess/Umbrella Liability	\$1,000,000 – Each occurrence

OFFER EXPIRATION DATE

Proposals in response to this RFP will be valid for sixty (60) days from the proposal due date. The City reserves the right to ask for an extension of time if needed.

OWNERSHIP OF MATERIALS

All materials submitted in response to the RFP become the property of the City of Burlington and supporting materials will not be returned. The City of Burlington is not responsible for any costs incurred by the company in the preparation of the proposal or for presentation or related meeting time.

CONFLICT OF INTEREST

The City of Burlington requires that service providers disclose conflicts of interest when they may occur. The City, at its discretion, may arrange for alternative third party support in such cases. In general, the City will not allow a service provider to review applications from a client of the service provider. Past or pending client relationships may or may not be determined to be conflicts, but should always be disclosed and discussed with the City.

SUBMITTAL ADDRESS

Responses to this request should be submitted to the City Administrator as listed below. Submittals may be sent electronically by email but a hard copy must also be delivered by mail to:

Carina Walters
City Administrator
City of Burlington
300 N. Pine Street
Burlington, WI 53105
262.342.1161
262.763.3474 (fax)
cwalters@burlington-wi.gov

DUE DATE AND TIME

Proposals should be received by the City Administrator prior to the close of business at 4:00 pm on Friday, April 1, 2016

The respondent must ensure that the proposal is actually delivered by the deadline. Late proposals will not be considered.

The City of Burlington reserves the right to select any number of proposals for consideration, and may conduct additional meetings, or may otherwise engage consultants for additional information or negotiations as it deems necessary. There will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information, which the respondent identifies as proprietary, all proposals will be open for public inspection after the contract is awarded.

Respondents may withdraw their proposal at any time prior to the closing time for acceptance of proposals. However, no respondent shall withdraw or cancel his or her proposal for a period of 90 days after closing date for acceptance of proposals.

All cost directly or indirectly related to preparation of the response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the communities shall be the sole responsibility of and shall be borne by the respondent.

SELECTION PROCESS

Firms demonstrating the best combination of experience, availability and cost will be contacted for an interview. Because of the pressing need, interviews may be conducted by telephone and may result in a request for submittal of additional information prior to making a selection.

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May 5, 2016

Carina Walters
City Administrator
City of Burlington
300 N Pine Street
Burlington, WI 53105

Dear Carina,

We are pleased to submit the following proposal to conduct a classification and compensation study for the City of Burlington.

Please contact me directly at 608-239-7991 or Patrick Glynn at 920-418-2140 with any questions or clarifications regarding this proposal. We hope to have the opportunity to continue serving your City in this project.

Sincerely,



Charles E. Carlson

Enclosures:
Job Description Questionnaire
Post Act-10 Client Listing
Resumes

I. INTRODUCTION AND BACKGROUND

The City of Burlington, WI requested a proposal from our firm to conduct a classification and compensation study and analysis covering 56 job classifications. The following is the proposal of Carlson Dettmann Consulting LLC (CDC), to conduct this study for the City.

These employees are paid according to a variety of pay schedules. During the past decade, there have been changing duties and responsibilities for City employees and re-allocation of functions when positions have been eliminated. There has also been expanded use of regular part-time employees. Many job descriptions have been modified over time and some have evolved into individualized job descriptions rather than being more generic in content. There is the potential for combining some current job descriptions.

II. CONTENT OF PROPOSAL

This study is expected to cover up to 56 job classifications that include both full-time and part-time staff. The study will not cover represented sworn staff. It is our expectation that the City will want to adopt a uniform pay plan for all covered staff that is based on modern compensation principles and practices.

The steps that we would follow to complete this study for the City would be as follows:

Phase One: Project Definition and Orientation

The first step in this project would be refinement of the project plan to meet the specific needs of the parties. Initial meetings with City Administrator and the City Council will help ensure mutual understanding concerning the scope and task sequence of the study and everyone's role. Specific items to be addressed would include:

- The timetable for the project — overall and interim steps;
- The system and process our firm utilizes to determine the relative value of each position using our point-factor Job Evaluation System;
- The policy and intentions of the parties with respect to correcting inequities that may be identified;
- The manner of communicating project progress to employees.

The process truly begins when we conduct project orientation session(s) for covered staff to explain the project, identify responsibilities for job documentation, distribute the necessary materials, and answer questions. In terms of project explanation, we outline the reasons for the study, the manner in which it will be conducted, the responsibilities of each party, the approximate time involved, and the results to be expected. The meeting also serves to manage expectations and to minimize feelings of concern or anxiety on the part of the employees.

At the outset of the study, and throughout the process, we would ask the City's decision-makers to provide guidance on three key policy questions:

1. What markets does the City wish to use for which job classifications?

2. Where does the City prefer to position its pay plan(s) in those markets?
3. How does the City want to deliver future pay changes? Based on performance, length of service, changes in living costs, or some combination of two or more of these factors?

We would lead a discussion on potential answers to these three questions, offer our experience and suggestions, and develop the pro's and con's of the various alternatives.

Phase Two: Position Analysis & Data Collection

Position analysis is the formal process we use to gather and assess information about the duties, responsibilities and requirements of each position. In order to evaluate job content objectively and classify jobs, we need proper documentation position responsibilities. This is the first part of the job evaluation portion of the project.

It is our experience that the best way to obtain accurate information is to have employees describe their own jobs in a systematic, complete manner using CDC's Job Description Questionnaire (enclosed). The person performing the job is the single best source of information about the job. We would require that the City designate one employee per classification to complete a JDQ for that classification. For jobs with multiple incumbents, we propose that the City's designee coordinate a joint JDQ, provided the duties among the incumbents are fundamentally the same.

Please note that we would interview every department head as part of the base fee for this project.

The RFP requests the consultant prepare revised job descriptions. It is our standard practice to recommend clients use the new JDQ's in the future in lieu of job descriptions as they are much more accurate and complete. However, if the City elects to have job descriptions, we will prepare them and have included a separate fee for that purpose.

In order to provide the City with the required analyses as it relates to this project, we require specific data from the City. It is imperative that the data be complete and accurate to ensure that our analysis is also complete and accurate. The data fields required for the wage analysis include the following individual data for the employees subject to the study:

- First Name, Last Name, Job Title, Department, Current Rate of Pay, Current FLSA Status, FTE, Annual Work Year, Gender, Current Grade, Current Minimum, Current Market Rate / Midpoint, Current Maximum, Hire Date, Job Date, Birth Date

The benefits analysis will require end-of-year aggregate data for the following data elements:

- Wages & Salaries Paid, Paid Leave (Vacation, Sick, Holiday, Sick, Personal), Supplemental Pay (Overtime & Premiums, Comp Time Paid, Shift Differentials, Bonuses), Insurance (Life, Health, Medical, Dental Vision, STD, LTD), Retirement (Defined Benefit, Defined Contribution), and Legally Required Benefits (Social Security, Medicare, Unemployment Paid, Worker's Compensation)

Additionally, other sources of information that are relevant to our analysis will be requested during the course of the project. They include, but are not limited to, the following:

- Organizational charts / tables of organization
- Current policies or contracts (if still applicable)
- Current wage schedules
- Budget/revenue forecasts
- Prior year costs of employee compensation
- Past, present & projected future health insurance data
- Other benefit costs tied to payroll
- Special pay issues (e.g. on call pay; out of class pay; overtime rules; FLSA issues)
- Overtime data related to potential wage compression
- Current performance evaluation documentation

Phase Three: Job Evaluation

The purpose of job evaluation is to provide an objective means of ranking each position in an organization, independent of individual performance, into a hierarchy. The CDC Point Factor Job Evaluation System is based upon determination of discernible differences in job content. Our system measures job content at objective levels in the following dimensions (otherwise known as “compensable factors”):

- Thinking Challenges and Problem Solving
- Decision Making (Scope and Impact)
- Interactions and Communications
- Formal Preparation and Experience
- Work Environment

Each of these factors is broken down into sub-factors with point levels associated with measured levels on each factor. We have used the system in thousands of applications, and it consistently yields valid results. It has been our experience that these factors of internal job worth are consistent with values found in our client organizations. Because of their breadth, they cover all main aspects of a job and are also seen as relevant to employees at all levels in the organization.

Our recommendations regarding job evaluation outcomes also would include a recommendation on employee exempt/non-exempt status in accordance with the federal Fair Labor Standards Act in effect when the study is conducted.

Phase Four: Market Analysis

We would collect and analyze relevant labor market information for the City to determine competitiveness of base salaries. As indicated above, the City would have significant input into the selection of markets to be surveyed. We would identify a minimum of 12 comparable Wisconsin cities as required by the City’s RFP, and it is likely we will suggest a larger sample

We would utilize excellent published data sources, as well as custom survey data as needed. CDC maintains an extensive survey library for this purpose. Over 180 Wisconsin counties, cities, towns and villages contributed data to our database, and we continue to add to our system. If

there are communities of competitive interest to the City that are not in our database, we will collect and add that salary information

In addition, we have contracted with MarketPay (www.marketpay.com), an online data warehouse, that includes our data library for both public and private sector jobs. If we find that one of the selected comparables is not in our database, or if the data is no longer current, we will collect that information as part of this project. There is sufficient published salary survey information for private sector comparisons in the City's labor market for similar positions.

Our survey data is a proprietary product. Our deliverable to the client is identification of sources and market estimates based on the market target agreed upon with the client. We do not provide individual responses.

Phase Five: Total Compensation Analysis and Benefits Review

We approach human resource consulting from a total compensation perspective. As part of this phase of the project, we would conduct a review of the City's total compensation program, including development of cost estimates for the major benefit categories: required benefits (social security, Medicare, unemployment and worker's compensation), paid time off, retirement, and medical coverage. All of our research and practical experience indicates that most public employees have benefit programs involving employer cost contributions that are often, but not always, superior to area private sector employers.

It is impossible to obtain accurate local survey measures of benefits costs from private sector employers; however, we can develop reliable anecdotal information to guide the City's decision-makers. We have found that the Kaiser Family Foundation and the Bureau of Labor Statistics provide excellent insights into employer costs from not only a national perspective, but also from a regional level. Using the data collected by these sources, and applying a similar methodology to the local data, we are able to give our clients a starting point from which they can begin their own assessment of their total compensation package. We also can develop reliable estimates of the dollar value of the City programs in determining future hiring salaries.

Phase Six: Pay Plan Design

Using the results of the job evaluation process (internal relationships) and market data (external competitiveness), we would design an appropriate salary structure and draft all of the necessary supporting policies. We would develop pay plan(s) that are appropriate for pay-for-performance or step-based increases, as directed by the City decision-making body in our policy discussions.

We also would provide pay plan implementation alternatives should there be costs requiring mitigation by implementation over time. If there are positions deemed to be overpaid, then some version of "red-circling" would be the suggested method of moving forward with those situations.

Phase Seven: Development of a Performance Evaluation Process

CDC will provide a standard performance evaluation process, as well as an option for a more in depth process. The standard process would include evaluation forms and four days of staff training.

The more in depth process utilizes the Gallup Q12 employee engagement measurement process and Strengths-based management system. This approach would be customized to the City and require further discussion in order to develop pricing.

Phase Eight: Public Presentations

We advocate transparency in our consultations, so the City can expect an articulate, detailed discussion of our findings and recommendations. We not only encourage our clients to emphasize communication with employees at all steps of the process, but we would anticipate distinct conversations/presentations with the City leadership (e.g. leadership, committee, Council, etc.) as it relates to market selection and placement, mid-project findings and update, review of policy questions, and a final report and presentation(s).

At Carlson Dettmann Consulting, we are proud of our record of adoption and system continuation. We develop and present solutions that are sound, understood, and stand the test of time. We believe this is largely due to the fact that we actively engage our clients in the decision-making process.

Phase Nine: Employee Appeals

We would develop an appeal procedure so that a staff member can request a review of the job evaluation and position classification outcome of this study. This appeal process is critical to the validity and the acceptance of the process. An appeal of the job evaluation result refers to an objection to the pay grade in which the position has been placed.

We would conduct this appeal process after study recommendations are adopted by the City. The reasons why we recommend handling the appeal process in this way is there is nothing to appeal until the recommendations are adopted. The appeal process is keyed toward individual cases, not the system itself.

This appeals approach keeps the process manageable. We believe the standard for an appeal should be that the job has changed substantially during the study so that it could not have been evaluated accurately or there has been a gross error.

Plan Maintenance

CDC clients typically rely upon continued service to both maintain the classification system and conduct periodic market updates to the schedule.

III. CONSULTING TEAM AND PROFESSIONAL REFERENCES

Carlson Dettmann Consulting, LLC is a Wisconsin-based firm with extensive experience in public, private, and not-for-profit organizations. All of our staff are experienced, highly educated consultants. For purposes of this project, Charles Carlson will be the Project Director, and Katie McCloskey will be the Project Manager and would serve as the primary working contact for the City. Barbara Petkovsek will assist with analysis. A summary of backgrounds is as follows:

- Charles Carlson – Partner at CDC with over 45 years of human resource experience. Carlson has a BA degree from the University of Illinois-Urbana and a MA from the



University of Wisconsin-Madison in public administration and labor relations. He is a Certified Compensation Professional, has taught compensation at the University of Wisconsin-Milwaukee and the University of Wisconsin-Madison School of Business.

- Katie McCloskey – Senior Consultant with CDC. Carlson and McCloskey first worked together as consultants in the early 1990’s. McCloskey has a bachelor’s degree from UW-Madison and a master’s degree in human resources from UW-Milwaukee. She led development of pay plans implemented since Act 10 in the cities of Marshfield, Jefferson, Watertown, Oconomowoc, Fitchburg, and River Falls, as well as Jefferson and Dodge counties. She also is an expert in the development of performance management systems.

We are experts in survey design and analysis. In the mid-1990’s, our predecessor firms, Carlson Dettmann Associates and Survey Research Associates (subsequently re-named **enetrrix**) pioneered online salary surveys and designed and managed the statewide survey sponsored by Wisconsin public employers. Carlson was CEO of both firms.

We sold the entire **enetrrix** firm to Gallup, Inc. in 2008, and the partners supported Gallup’s transition of the survey and technology sides of our business for two years. In 2010, Carlson and Dettmann re-acquired their human resource consulting practices and re-established Carlson Dettmann Consulting, LLC.

We tailor the compensation plans that we develop to the specific requirements, culture, and capacity of each client. A complete list of our post-Act 10 Wisconsin public sector projects is included with this proposal. The City is welcome to contact anyone on that list.

In addition to our public sector, CDC has an extensive private and not-for-profit sector practice. We have the broad range of experience in a wide variety of settings that affords us the perspective to serve our clients effectively. We are a Wisconsin firm grounded in the Wisconsin economy.

IV. PROJECT TIMETABLE AND PROFESSIONAL FEES

We would complete these tasks by implementing the following detailed work plan. The following timetable is suggested for this project:

<u>Task</u>	<u>Anticipated Completion</u>
Initial meeting with City Leadership/Council	Week 1
Project Orientation/Initial On-Site Meeting	Week 2
Job Analysis / Review (Possible JDQ’s)	Week 6
Job Evaluations	Week 10
Market Survey and Analysis	Week 10
Review of Results & Fringe Benefit Discussions	Week 12
Draft Report.....	Week 14
Review/Discussions with City Leadership	Week 15
Presentation of Final Report.....	Week 16
Presentation to City Council for Adoption	As required by the City
Appeals Process.....	Following adoption

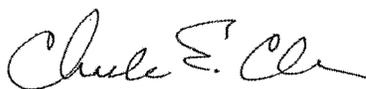
The total professional fees to CDC to conduct this project would be as follows:

- For job analysis, job evaluation, market measurement and analysis, FLSA analysis, and pay plan design: \$19,600. This fee would include on-site department head interviews and up to four meetings with the Administrator, departments, or the City Council or its committee responsible for human resources. The project fee would be paid in five installments: initial payment of \$3,920 upon execution of a professional services agreement, \$3,920 in months two through four of the project, and \$3,920 upon presentation of CDC's findings and recommendations. Our proposal is based upon 56 job classifications identified by the City. However, this count may eventually move up at the direction of the City. Accordingly, the City invoiced \$250 for every job evaluation over the 56-job evaluation count.
- We also understand that there are times when the City would decide to have employees interviewed. We would conduct employee interviews as determined by the City at the rate of \$125 per interview. Again, department head interviews are included as part of this proposal.
- For development of a standard performance evaluation system, including four training days: \$10,000 upon completion of training.
- CDC will offer an appeal process at the City's discretion. CDC would respond to appeals for a fee of \$175 per appeal.

Any additional work may be requested and agreed upon and would be invoiced at our standard hourly rates, or for an additional project fee as agreed upon by the City and CDC.

We are prepared to commence work with 30 days of signing of our professional services agreement. This proposal will remain in effect until July 15, 2016.

Respectfully submitted on May 6, 2016,



Charles E. Carlson, Partner

Attachments:

- Job Description Questionnaire
- Post Act 10 Project and Contact List
- Resumes

Job Description Questionnaire

The purpose of the Job Description Questionnaire (JDQ) is to provide the information necessary to evaluate jobs for salary placement, classify jobs for various legal requirements, and to compile appropriate job descriptions.

Please read this JDQ carefully before answering any of the questions and then complete it as accurately, completely, and briefly as possible. While it is not necessary to describe each duty in great detail, it is important to provide sufficient information so the job can be accurately evaluated and classified. Keep in mind that *the purpose of the JDQ is to collect information about the job and is not designed to evaluate employee performance.*

Consider the typical responsibilities of the job; even those that might only occur cyclically (e.g. annually, quarterly, etc.). The responses should be based on duties and responsibilities that are part of the job under typical conditions, not special projects or temporary assignments. Further, unless specifically directed by management, describe the job as it is today, not as you believe it should be or what it might be in the future.

SECTION 1		DEMOGRAPHIC INFORMATION	
Employee Name		Employer Name	
Job Title		Work Location	
Department		Division	
Full-Time / Part-Time		Part-Time (Hrs per Wk)	
Supervisor Name		Supervisor Title	

SECTION 6

SUPERVISION / MANAGEMENT

Please indicate the type of responsibility you have as it pertains to leading others.

Area of Action / Responsibility	Yes	No	Provides Input
Screen / Interview Applicants			
Hire / Promote Employees			
Provide Written/Verbal Warnings			
Suspend Employees			
Terminate Employees			
Prepare Work Schedules For Others			
Project Management			
Provide Work Direction For Others			
Evaluate Performance Of Others			
Counsel Employees			
Train Employees (As Part Of The Normal Duties Of The Job)			
Approve Overtime			
Approve Time Off Request For Others			
Develop / Implement Policies			
Do you directly supervise any employees? <i>If yes, please list the number of FTEs and job titles of those employees below:</i>			n/a
Job Title		# of FTEs	

SECTION 7

WORK ENVIRONMENT / PHYSICAL REQUIREMENTS

Please indicate the amount of time typically spent in the following categories.

Physical Requirements	[Place an "X" in the appropriate cells]			
	N/A	Rarely	Occasionally	Frequently
Carrying/Lifting 10 - 40 Pounds				
Carrying/Lifting > 40 Pounds				
Sitting				
Standing / Walking / Climbing				
Squatting/Crouching/Kneeling/Bending				
Pushing / Pulling / Reaching Above Shoulder				
Work Environment	N/A	Rarely	Occasionally	Frequently
Indoor/Office Work Environment				
Noise >85dB (e.g. mower, heavy traffic, milling machine, etc.)				
Extreme Hot/Cold Temperatures (>90 degrees / <40 degrees)				
Outdoor Weather Conditions				
Hazardous Fumes or Odors / Toxic Chemicals				
Confined Spaces (as identified by OSHA)				
Close Proximity to Moving Machinery / Equipment				
Bodily Fluids / Communicable Diseases				
Working Alongside Moving Traffic on Roads				
Electrical Hazards				

SECTION 8

ADDITIONAL EMPLOYEE COMMENTS

Please identify any other information that would help someone else understand your job more clearly:

TO BE COMPLETED BY THE EMPLOYEE'S SUPERVISOR

SECTION 9		SUPERVISOR INFORMATION	
Supervisor Name		Supervisor Title	

SECTION 10		EDUCATION REQUIRED FOR HIRE	
Level of Education (Select one with an "X")		Field(s) of Study	
Less than High School Education		n/a	
High School Education (or Equivalent)			
One Year Certificate (or Equivalent)			
Associate's Degree (or Equivalent)			
Bachelor's Degree			
Master's Degree			
Professional Degree (Law, Medicine, etc.)			
PhD w/ Dissertation			
Other:			

Provide Any Additional Information Regarding the Required Education (e.g. preferred vs. required, specific coursework, etc.):

SECTION 11		TOTAL EXPERIENCE REQUIRED UPON HIRE					
[Place an "X" in the appropriate cells]							
No Experience	< 2 yr.	2 to 3 yrs.	4 to 5 yrs.	6 to 7 yrs.	8 to 9 yrs.	10 to 11 yrs.	≥ 12 yrs.
Describe Specific Experience Required for Hiring (e.g. 5 total years of customer service experience 2 of which were in a supervisory capacity):							

SECTION 12		CERTIFICATION / LICENSURE / TRAINING TO PERFORM JOB			
List Required Certification/Licensure/Training	How Attained/Provided	Required Upon Hire?	May Obtain After Hire?		
Describe any current practices as it relates to licensure or certification (e.g. extra pay for certification, employer payment for obtaining or renewing, etc.):					



Public Sector Projects: 2011 to Present

Client Name	Scope of Project	Contact Information
Barron County	Adopted a combination step system to control point with pay-for-performance to range maximum. Appeals currently in process.	Rachael Richie Human Resources Director rachael.richie@co.barron.wi.us (715.537.6825)
Bayfield County	Uniform pay plan covering all employees. Plan is step system to the range maximums. County made choice to set pay plan at "above market" due to competitive reasons.	Mark Abeles-Allison County Administrator markaa@bayfieldcounty.org (715.373.6181)
Burnett County	Designing uniform pay plan. Plan is expected to go to Administration Committee in shortly.	Nathan Ehalt County Administrator / Human Resources Director nehalt@burnettcounty.org (715.349.2181)
Calumet County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is step system with commitment to convert to pay-for-performance. County is an ongoing Total Rewards Management System (TRMS) client. [Market Update completed in 2015]	Michelle Wright HR Manager wright.michelle@co.calumet.wi.us (920.849.1611)
Columbia County	Uniform pay plan. Plan is step system to the range maximums.	Joe Ruf Human Resources Director/Corp Counsel joseph.ruf@co.columbia.wi.us (608.742.9667)
Dodge County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is combination step system to control point with pay-for-performance to range maximum. Assisted County in implementing new performance management system. [Market Update in progress]	Sarah Eske Human Resources Director seske@co.dodge.wi.us (920.386.3692)
Door County	Phase 1: Market re-pricing of an existing plan to test competitiveness. Phase 2: Job evaluation of all positions and placement on the wage schedule.	Kelly Hendee Human Resources Director khendee@co.door.wi.us (920.746.2306)

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Client Name	Scope of Project	Contact Information
Douglas County	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Linda Corbin Human Resource Manager linda.corbin@douglascountywi.org (715.395.1464)
Iowa County	Committee recommendation for a combination step system to control point with pay-for-performance to range maximum,	Allison Leitzinger Employee Relations Director allison.leitzinger@iowacounty.org (608.935.0374)
Jefferson County	Uniform pay plan covering all employees. Plan is step system to the range maximums.	Terri Palm-Kostroski H.R. Director terrip@jeffersoncountywi.gov (920.674.7103)
Jo Daviess County, IL	Uniform pay plan covering all employees. Plan is combination step system to control point with pay-for-performance to range maximum	Dan Reimer County Administrator countyadministrator@jodaviess.org (815.777,6557)
Oconto County	Uniform pay plan. Plan is step system to the range maximums. [Market Update in progress]	Kevin Hamann Administrative Coordinator kevin.hamann@co.oconto.wi.us (920.834.6811)
Oneida County	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum for exempt employees and a step system for nonexempt employees.	Lisa Charbarneau HR Director lcharbar@co.oneida.wi.us (715.369.6154)
Pierce County	Uniform pay plan. Plan is step system to the range maximums.	Joann Miller Administrative Coordinator joann.miller@co.pierce.wi.us (715.273.6851)
Price County [In Process]	Comprehensive compensation study covering all non-represented County staff.	Nick Trimner County Administrator nick.trimner@co.price.wi.us (715.339.5138)
Sawyer County	Both a compensation plan and employee policy project. Project is in the data collection phase.	<u>Tom Hoff</u> County Administrator tom.hoff@sawyercountygov.org (715.638.3218)

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Client Name	Scope of Project	Contact Information
Shawano County	Compensation project is in the draft plan consideration phase.	Judy Rank Human Resources Coordinator judy.rank@co.shawano.wi.us (715.526.4640)
St. Croix County	Two projects: (1) Class/comp system for non-represented staff w/ performance-base pay is adopted; (2) new pay plan for non-exempt jobs.	Patrick Thompson County Administrator patrick.thompson@co.saint-croix.wi.us (715.377.5816)
Taylor County	Uniform pay plan covering all employees (except sworn represented). Plan is step system.	Marie Koerner Human Resource Manager marie.koerner@co.taylor.wi.us (715.748.1403)
Washington County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is step system with commitment to convert to pay-for-performance.	Michelle Hoey Employee Benefits Manager michelle.hoey@co.washington.wi.us (262.335.4495)
Waupaca County	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is step system to range maximum for most employees; combination steps to control point with pay-for-performance for department heads and nursing home. Now assisting County in implementing new performance management system.	Amanda Welch Human Resources Director amanda.welch@co.waupaca.wi.us (715.258.6211)
Wood County	Two pay plans covering all employees (except sworn represented) adopted. Plan for non-supervisory staff is step system. All managers and supervisors have a combination plan with a step system to control point and pay-for-performance to range maximum.	Paula Tracy Human Resources Administrator ptracy@co.wood.wi.us (715.421.8591)
City of Appleton	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is an open range pay-for-performance system. [Market Update completed in 2015]	Sandy Behnke Director of Human Resources sandy.behnke@appleton.org (920.832.6458)
City of Brooklyn Park, MN	Two projects: Adopted pay plan for administrative staff employees and pay plan for non-exempt employees being developed.	Jay Stroebel City Manager jay.stroebel@brooklynpark.org (763.493.8005)

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Client Name	Scope of Project	Contact Information
City of De Pere	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Shannon Metzler Human Resources Director smetzler@mail.de-pere.org (920.339.4045)
City of Fitchburg	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Lisa Sigurslid HR Manager lisa.sigurslid@fitchburgwi.gov (608.270.4211)
City of Fond du Lac	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is a step system to range maximum.	Deborah Hoffmann City Attorney/Human Resource Director dhoffmann@fdl.wi.gov (920.322.3625)
City of Fort Atkinson	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Matt Trebatoski City Manager MTrebatoski@fortatkinsonwi.net (920.563.7760)
City of Green Bay	Job evaluation and competitive market analysis for the city's engineering staff.	Lynn Boland Human Resources Director lynnbo@greenbaywi.gov (920.448.3147)
City of Green Bay [In Process]	Comprehensive compensation study covering all non-represented City staff.	Lynn Boland Human Resources Director lynnbo@greenbaywi.gov (920.448.3147)
City of Jefferson	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Tim Freitag City Administrator TFreitag@jeffersonwis.com (920.674.7700)
City of Kenosha	Comprehensive pay plan for all City staff, except unionized police, fire, and transit. Covers independent City water/wastewater utility, as well. Plan is a step system, but our work also included the development of a performance management / employee development system.	Steve Stanczak Director of Human Resources sstanczak@kenosha.org (262.653.4128)

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Client Name	Scope of Project	Contact Information
City of Manitowoc	Project is in the employee appeals phase. Plan is step system with commitment to convert to combo system.	Rochelle Blindauer Human Resources Director rblindauer@manitowoc.org (920.686.6995)
City of Marshfield	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Jennifer Rachu Director of Human Resources jennifer.rachu@ci.marshfield.wi.us (715.486.2004)
City of Merrill	Uniform pay plan. Plan is step system to the range maximums.	David Johnson City Administrator david.johnson@ci.merrill.wi.us (715.536.5594)
City of Neenah	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is an open range pay-for-performance system.	Heather Barber Director of Human Resources and Safety hbarber@ci.neenah.wi.us (920.886.6103)
City of Oconomowoc	Designed pay plan for bargaining unit employees, as well as maintaining their previously adopted non-represented plan.	Tony Posnik Human Resources Manager tposnik@oconomowoc-wi.gov (262.569.3225)
City of Oshkosh	Uniform pay plan covering all employees (except sworn represented) adopted. Plan is combination step system to control point with pay-for-performance to range maximum. [Market Update in progress]	John Fitzpatrick Assistant City Manager/ Director of Administrative Services jfitzpatrick@ci.oshkosh.wi.us (920.236.5112)
City of Platteville [In Process]	Comprehensive compensation study covering all non-represented City staff.	Karen Kurt City Manager citymanager@platteville.org (608.348.1821)
City of River Falls	Uniform pay plan covering all employees. Plan is combination step system to control point with pay-for-performance to range maximum.	Scot Simpson City Administrator ssimpson@rfcity.org (715.426.3402)
City of South Milwaukee	Uniform pay plan. Plan is step system to the range maximums.	Tami Mayzik City Administrator mayzik@smwi.org (414.768.8047)

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Client Name	Scope of Project	Contact Information
City of Stevens Point	Uniform pay plan with step system to the range maximums.	Lisa Jakusz Personnel Specialist ljakusz@stevenspoint.com (715.346.1594)
City of Superior	Compensation project is in the data collection and job evaluation phase.	Cammi Koneczny Human Resources Administrator konecznyc@ci.superior.wi.us (715.395.7210)
City of Watertown	Uniform pay plan covering all employees (except sworn represented). Plan is a step system, with the intent to move to a combination step system to control point with pay-for-performance to range maximum.	John David Mayor johnd@cityofwatertown.org (920.262.4000)
City of Wauwatosa	Uniform pay plan covering all employees (except sworn represented). Plan is combination step system to control point with pay-for-performance to range maximum.	Beth Aldana Assistant City Attorney baldana@wauwatosa.net (414.479.8906)
Green Bay Water Utility	Uniform pay plan. Plan is step system to the range maximums. Currently assisting with employee development, strengths-based leadership, and employee engagement.	Nancy Quirk General Manager nancyqu@greenbaywi.gov (920.448.3499)
Waverly Sanitary District	Uniform pay plan. Plan is step system to the range maximums.	Darlene Bartlein President (920.731.0002)
Mid-State Technical College	Uniform pay plan covering all employees (except faculty) adopted. Plan is an open range pay-for-performance system.	Brianne Petruzalek Director Human Resources & Organizational Development bpetruzalek@mstc.edu (715.422.5351)
DC Everest School District	Compensation study covering administrators and support staff.	Dr. Kim Hall Director of Human Resources khall@dce.k12.wi.us (715.359.4221) ext. 1225

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Client Name	Scope of Project	Contact Information
Marshfield School District	Classification and Compensation Study	Lara Baehr Director of Human Resources baehr@marshfield.k12.wi.us (715.387.1101) x1118
Neenah Joint School District	New pay plan for former bargaining unit support staff employees. Plan is combination step system to control point with pay-for-performance to range maximum.	Vicky Holt Assistant District Administrator of Human Resources & Central Services vholt@neenah.k12.wi.us (920.751.6800)
Southern Door School District	Classification and Compensation Study	Patricia Vickman Superintendent pvickman@southerndoor.k12.wi.us (920.825.7311)
Stevens Point School District	Designed pay plans for staff, administration, and phase I of faculty plan.	(715.345.5444)
Sun Prairie School District	Two projects: Adopted pay plan for administrative staff employees and pay plan for non-exempt employees being developed.	Malika Evanco Director of Human Resources msevanc@sunprairieschools.org (608.834.6551)
Village of East Troy	Assessment of classification and compensation program for seventeen (17) job classifications, including job analysis and evaluation, a market analysis for wages in comparable jobs in the competitive market, and an updated pay plan.	
Village of Weston	Designed uniform pay plan. Plan is combination step system to control point with pay-for-performance to range maximum.	Daniel Guild Administrator dguild@westonwi.gov (715.241.2600)
Western Wisconsin Cares [In Process]	Comprehensive compensation study covering all District staff; nearing completion. Uniform pay plan. Plan is step system to the range maximums.	Bev Monahan Human Resources Manager bmonahan@wwcares.org (608.785.5718)
Wisconsin Court System	Benchmark base salary study for judicial positions and support staff.	Margaret Brady Human Resource Director Margaret.Brady@wicourts.gov (608.267.1940)

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Client Name	Scope of Project	Contact Information
NEW Water		
Racine Water		



CHARLES E. CARLSON, CCP

Over forty-five years experience in human capital development as a consultant, executive, and teacher. Services include strategic human capital planning, human resource policy, design and implementation of comprehensive pay and benefit systems, employee relations consultation, organizational design, employee selection, and management and supervisory training.

Summary of Professional Experience

Principal, Carlson Dettmann Consulting, LLC 2010 to present

Providing leadership of human resource and management consulting firm. Clients include for-profit, public, and not-for-profit organizations.

President and CEO, enetrix, LLC 1996-2008
Strategic Consultant, Gallup-enetrix, LLC 2009-2010

Provided leadership of management consulting firm and survey research divisions. Gallup, Inc. acquired enetrix in December 2008, and enetrix became an operating division of Gallup. After the acquisition, provided services as a Strategic Consultant for the Gallup Consulting division (transition agreement expired in September 2010).

President, Carlson Associates, Inc. 1985-1991 / 1995-1997

The firm provided a full range of human resource services to client organizations, including compensation management, policy consultation, and collective bargaining representation. Clients include for-profit, public, and not-for-profit organizations.

Senior Manager, David M. Griffith & Associates, Ltd. 1991-1994

Responsible for the Human Resources Management consulting practice of David M. Griffith & Associates, Ltd. in Illinois, Wisconsin, and Missouri. Also provided technical leadership on key compensation projects throughout the United States.

Director of Personnel, UW Hospital and Clinics 1982-1985

Reported to the Chief Executive Officer. Responsible for leading a comprehensive personnel program including recruitment and staffing, employee relations, wage and salary administration, as well as Affirmative Action. The organization included over 500 academic staff of the University and 2,500 classified civil service staff, the majority of whom were represented by seven bargaining units.



CHARLES E. CARLSON, CCP

Negotiator, University of Wisconsin–Madison 1977–1982 / 1985–1988

Chief spokesperson for the University of Wisconsin Chancellor’s Office in negotiations with the Teaching Assistants Association, Wisconsin Federation of Teachers, AFL-CIO. Also served as chief negotiator for various public sector clients as a consultant.

Personnel Director, City of Beloit, Wisconsin 1972–1974

Responsible for the full range of personnel and labor relations functions. Responsibilities included implementation of a classification and compensation system and coordination of collective bargaining with three unions.

Related Experience

Lecturer, University of Wisconsin - Madison 2014-15

Instructed students in advanced compensation management in the School of Business.

Adjunct Assistant Professor, University of Wisconsin - Milwaukee 1992-93

Instructed graduate students in compensation management and ethics as well as supervising Master’s candidates’ projects in the Industrial Relations Masters program.

Board of Directors, Meriter Retirement Services 2008

Board of Directors, Dane County Red Cross, Madison, WI 2005

Reporter and Editor, Beloit Daily News, Beloit, Wisconsin 1971-1972

Executive Recruiter, VIP, Inc., Los Angeles, California 1970-1971

Represented management in negotiations with the following unions: Teamsters; United Professionals for Quality Health Care; International Association of Machinists; International Brotherhood of Electrical Workers; American Federation of State, Council and Municipal Employees; Orange County Employees Association; Irvine Police Association; Wisconsin Professional Police Association; International Association of Fire Fighters; Labor Association of Wisconsin; and the Wisconsin Federation of Teachers.

Conference speaker for numerous professional and trade associations including: Wisconsin Public Employers Labor Association and Wisconsin Counties Managers Association.



CHARLES E. CARLSON, CCP

Education and Background

University of Wisconsin–Madison, Master of Arts, Public Administration 1976
University of Wisconsin–Madison, Graduate Work, Industrial Relations Research Institute

University of Illinois–Urbana, Bachelor of Arts, Political Science and Economics 1968

Certified Compensation Professional (CCP)
American Compensation Association/WorldatWork

U.S. Army (Honorably Discharged) 1965-1967
Personnel Specialist, Edgewood Arsenal, Maryland
Information Specialist, Vietnam

KATHERINE R. McCLOSKEY

An independent self-starter who remains focused on the task at a hand; ability to manage multiple variables and divergent personalities and opinions; enjoys working in a dynamic, changing environment and rises to the challenge of embarking into a variety environments and assessing a situation; adept at surfacing new options and alternatives; finding the best path to accomplishing a task comes naturally; strong communicator with excellent public speaking skills; a good team player who takes full responsibility for the success or failure of projects; years of studying jobs and working with a variety of organizations provides the ability to assess talents, skills, and abilities needed to accomplish a job or task.

Summary of Professional Experience

Senior Human Resource Consultant 2007 to present
Carlson Dettmann Consulting, LLC (formerly Gallup, Inc, enetrix)

Provide quality, comprehensive human resource consultation to public, private, and not-for-profit employers. Services provided include design and implementation of comprehensive pay systems, personnel policy development, employee and labor relations assistance, staffing, and management and supervisory training. Position requires working with a variety of committees, boards, and executive staff to gain approval and consensus on various personnel and labor relations issues. A thorough understanding of jobs and the employee-employer relationships are an integral part of this position.

Human Resource Consultant 1998-2000 & 2005-2007

Consulted with clients on recruitment, selection, compensation development, employee relations, grievance arbitration, and policy administration. Participated in executive recruitment, developed employee handbooks and standard operating procedures, developed surveys, compiled data, produced reports, conducted job analysis and job interviews, advised clients on employee relations issues, and conducted grievance investigations. *Services provided on a part-time basis as a sole proprietor or limited term employee.*

Human Resources Manager, Heartland Properties Inc. 1992-1995

Developed a new Human Resources department from inception. Responsible for all aspect of Human Resources including recruitment, selection, compensation, benefits, performance management, payroll supervision and employee relations.

KATHERINE R. McCLOSKEY

Human Resources Consultant, David M. Griffith & Associates 1991-1992

Developed compensation plans for public sector clients and assisted clients with collective bargaining and grievance arbitrations. Duties included job analysis, interviews, survey development, report writing, grievance investigations, collective bargaining preparation, and consulting on employee relations issues.

Employee Relations Specialist, Racine Unified School District 1988-1991

Involved in all aspects of the collective bargaining process. Duties included developing and costing compensation and benefit packages, drafting and implementing contract language, investigating grievances, interviewing witnesses, preparing exhibits, drafting briefs, advising and training managers on contract administration and personnel issues, chief spokesperson responsibilities when bargaining with the smaller unions.

Education and Background

University of Wisconsin-Milwaukee, Master of Arts 1992
Human Resources and Labor Relations

University of Wisconsin-Madison, Bachelor of Arts 1987
Psychology/Sociology

PATRICK GLYNN

Nearly two decades of leadership experience in public sector human resources and administration.

Successfully implemented a transition from a traditional health insurance plan to a high-deductible health plan stacked with a health savings account (HSA) and a health reimbursement arrangement (HRA). This program was recognized by the WCA with a Foth Good Government Award

Also, led the transition from Wisconsin Act 10 (2011) whereby four collective bargaining units transitioned to non-union status including comprehensive changes in employee benefits, compensation, and personnel policies; developed and implemented a comprehensive Paid Time Off (PTO) plan to replace an inflexible leave plan (vacation, sick leave, holidays, etc.); developed and implemented an Early Retirement Incentive Program (ERIP) allowing the employer to strategically downsize its operations without resorting to layoffs or furloughs; assisted with the transition related to the sale of a county-run nursing home to a private owner including the “impact bargaining” with the collective bargaining unit.

Summary of Professional Experience

Senior Consultant, 2013 to present
Carlson Dettmann Consulting, LLC (formerly Gallup, Inc, enetrix)

Advise clients on matters relating to employee compensation and benefits, organizational planning, labor relations, and other human resources matters.

Human Resource Director, Calumet County 2000-2013

Duties and responsibilities included, but were not limited to, the following: administration of all personnel related activities; job analysis, job evaluation, and compensation systems; employee recruitment and selection processes; personnel policies and procedures; employee and labor relations matters including collective bargaining; and employee benefit programs.

Human Resources Director, Sauk County 1998-2000

Duties and responsibilities included, but were not limited to, the following: administration of all personnel related activities; personnel ordinances, policies, handbooks, and manuals; human resource assistance and guidance to supervisors, employees, and board members; employee recruitment and selection processes; bargaining and administration of collective agreements; job analysis, job evaluation, and compensation systems; employee benefit programs; and employee records and data.

Administrative Coordinator, Marquette County 1996-1998

Duties and responsibilities included, but were not limited to, the following: County budget development; administration of all personnel related activities; county insurance programs (e.g. property, liability, etc.); employee benefit programs; Board communications liaison; risk management and loss control; and computer networking, procurement, and planning.

PATRICK GLYNN

Personnel/Computer Coordinator, Marquette County

1994-1996

Duties and responsibilities included, but were not limited to, the following: develop and maintain human resources systems; employee and labor relations matters including collective bargaining; preparation of the payroll and associated reports; recruitment and selection process; needs analysis for purchase of equipment and software; planning and maintenance of computer systems and networks.

Education and Background

University of Wisconsin-Stevens Point, Bachelor of Arts
Public Administration/Political Science

1994

University of Wisconsin-Milwaukee
Certificate in Human Resource Management

2000

Honors and Awards

NPELRA Pacesetter Award (2001); NPELRA President's Award (2009); NPELRA Pacesetter Award (2011)

Organizations

WPELRA (President: January 2012 to January 2014); NPELRA (Board of Directors: April 2013 to April 2016); IPMA-HR; World@Work; Fox Valley SHRM; Milwaukee Area Compensation Association (MACA)

Select Presentations

“Panel Discussion: Classification and Compensation – What does it Mean in 2013?”

Wisconsin City/County Manager Association (February 28, 2013)

“Webinar: Take it to the Bank - Paid Time Off (PTO) as an Option for Providing Employee Leave Banks”

National Public Employer Labor Relations Association (October 17, 2012)

“Webinar: Compensation Studies in the Post-BRB World (Panelist)”

Wisconsin Public Employer Labor Relations Association (September 4, 2012)

“Presentation: Union Negotiations in the New Landscape”

Wisconsin Counties Association (September 26, 2011)



DATE: June 7, 2016

SUBJECT: MOTION 16-840 to consider approving the 2016 Fireworks Agreement for July 4, 2016 with Five Star Fireworks Co.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

Presented before you tonight, is Five Star's 2016 Fireworks Agreement for this year's 4th of July fireworks to be displayed on the ChocolateFest grounds located at 681 Maryland Avenue. Five Star Fireworks, Co. has provided fireworks for the 4th of July in the City of Burlington since 2014 with great success and popularity.

In 2014, staff requested proposals to conduct the July 4th firework show from four firework companies, which were: J&M Displays, Five Star Fireworks Co., Krueger Pyrotechnics & Firework Display, and Bartolotta Fireworks Company, Inc. After discussion with the companies and review of the proposals, staff recommended and Council approved contracting with 5-Star Fireworks in the amount of \$10,000. The contract has continued to be renewed each year.

For your convenience, attached to the cover sheet is the itemized quote from 5-Star Fireworks, as well as the agreement for services on July 4, 2016.

BUDGET/FISCAL IMPACT:

The amount of the Agreement is \$10,000. A down payment of \$3,000 shall be made upon signing of the Agreement. The remaining amount is due 30 days after the display. Payment is made through the Festivals Account within the General Fund.

RECOMMENDATION:

Staff recommends approving the agreement.

TIMING/IMPLEMENTATION:

This item is for discussion at the June 7th, 2016 Committee of the Whole meeting and is scheduled for the June 21, 2016 Common Council meeting for final consideration.

ATTACHMENTS:

Five Star Fireworks 2016 Fire Display Agreement and itemized quote

FIVE STAR FIREWORKS, CO.

Mystic Fireworks, Inc., d/b/a Five Star Fireworks

P. O. Box 143

Oconomowoc, WI 53066-0143

Telephone (262)569-7820; Cell (262)490-4164

www.fivestarfirerworks.com

THIS AGREEMENT is made this 12th day of May, 2016, between:

Mystic Fireworks Inc. d/b/a

FIVE STAR FIREWORKS

- and -

CUSTOMER, City of Burlington, 300 N. Pine St., Burlington, WI 53105

Customer agrees to engage Mystic Fireworks, Inc. d/b/a Five Star Fireworks, ("Five Star") to shoot a fireworks show ("Show") on July 4, 2016.

Customer agrees to pay Five Star the total price \$10,000.00, subject to modification for changes, for the labor, shooting and furnishing of fireworks for the Show referenced above.

A down payment of \$3,000.00 shall be made upon the signing of this Agreement. The remaining amount is due 30 days after the display.

Five Star and the Customer agree as follows:

FIREWORKS EXHIBITION TERMS AND CONDITIONS

1. **Parties.** This contract engages the services of Five Star to produce and perform pyrotechnic displays over a one-year period for the Customer as referenced above.

2. **Product.** Five Star agrees to furnish to Customer a fireworks display Show containing the fireworks indicated on the attached Exhibit "A" which is a list of the purchased fireworks to be used for the Show.

3. **Supply.** In the event any of the fireworks listed in Exhibit "A" should not be available through no fault of Five Star, Five Star reserves the right to substitute said fireworks with comparable fireworks without further notice. Any said substitutions will be of equal or greater value to Customer and will not affect the "look" or "feel" of the Show.

4. **Date.** The date of the Show shall be for July 4, 2016.

5. **Weather.** In case of inclement weather, the displays will be rescheduled for the following day or on such other day and time as mutually agreed. In the event inclement weather forces the cancellation of the Show and said Show is not rescheduled, Customer shall pay a restocking charge of 15% of the cost of the Show.

6. **Financing/Sponsorship.** Should a Customer lose funding for the Show or a sponsor of the Show withdraws funds, the Customer must give written notice of same to Five Star indicating what amount of funds were lost and what is the new budget for the Show. Notice must be received before the end of May of the year the Show is to be produced. The Customer will have the following options:

- a. **Cancellation.** If the funds available for the Show are less than the amount necessary to conduct a reasonable Show, then the contract for that year may be canceled. If the Customer has additional years remaining on its contract, then the Customer must make all reasonable efforts to secure financing for the remaining Shows. Cancellation of the contract due to lack of funds does not free Customer of the terms of this Contract or allow Customer to search out other fireworks companies to shoot the Show.
- b. **Reorganization.** After informing Five Star of the loss of funds, Customer can arrange with Five Star a reorganization the Show given the new amounts available. If notice is received less than thirty (30) days prior to the Show, any cancellation or change will be disallowed. Five Star reserves the right to refuse cancellation or reorganization of the Show based on its own judgment of the facts in any given situation.

7. **Personnel.** Five Star shall provide qualified personnel who will handle the delivery, set-up and execution of the display fireworks, as well as appropriate clean-up of the display area. Said personnel are under the direct control and supervision of Five Star. Any changes in the Show or information regarding the Show on the date of the Show must be referred to the site supervisor.

8. **Safety.** Five Star shall take all safety precautions with respect to the Show, shall comply with all safety measures required by the Contract, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property at the Show. The following provisions are also necessary for the safety of the Show:

- a. **Area.** Customer shall provide Five Star with sufficient area to shoot said Show in a safe and reasonable manner in accordance with NFPA guidelines and standards.
- b. **Police and Fire.** Customer shall provide all necessary police and fire personnel, as well as any other appropriate protection necessary. This includes, but is not limited to contact with the police and fire departments in the area, providing private security as necessary, providing access to fire suppression equipment and water, and any other necessary safety personnel or equipment.
- c. **After-Show Inspection and Clean-Up.** Five Star will, to the best of its ability, conduct a search of the grounds after the Show, in an effort to dispose of any unexploded shells and for a general clean-up of the area. The extent of this inspection and clean-up may be affected by other commitments, inclement weather, or other unforeseeable circumstances, including, but not limited to; fire, lighting, rain, snow, or any other factors that hamper its after-show inspection and clean-up.
- d. **Morning Search.** Customer explicitly acknowledges and accepts responsibility to conduct a search of the grounds and surrounding area the morning after the Show. Customer acknowledges that this search is of critical importance. If any unexploded or defective fireworks are found that were missed during Five Star's inspection the previous evening, Customer shall notify Five Star immediately for further instructions concerning proper disposal.

9. **Hold Harmless.** To save harmless Five Star and all other workers or subcontractors from any and all losses or damage (including, without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by Five Star to enforce the provisions of this Contract) occasioned by

the failure of the Customer to carry out the provisions of this Contract unless such failure results from causes beyond the control of the Customer.

10. **Non-Assignment.** Not to assign or sub-let this Contract, or any part thereof, and not to assign any money due or to become due hereunder without first obtaining the written consent of the Customer hereto.

11. **Compliance.** To comply with all federal and state laws, codes, and regulations and all municipal ordinances and regulations effective where the work under this Contract is to be performed.

12. **Permits.** The customer will be responsible for obtaining all necessary permits for the Show. Failure to obtain permits may result in cancellation of the Show.

13. **Entire Agreement.** This Agreement constitutes the entire Contract of the parties. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, express or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Customer warrants that the person executing this Agreement, and any subsequent change orders, has legal authority to do so. Customer acknowledges review and approval of the entire Agreement before execution. This Agreement is not assignable by either party without the other's consent.

14. **Debt or Obligations.** Each party shall be responsible for its separate debts and obligations.

15. **Payment.** The cost of each display shall be \$10,000.00, and the cost of \$2,000,000.00 liability insurance shall be included, for a total amount due of \$10,000.00, plus sales tax, if applicable. At the time of the signing of this Contract, the Customer shall pay a deposit in the amount of \$3,000.00. The remaining balance shall be due and payable 30 days after the evening of the Show. A 5% financing charge shall be applied per month until the receipt by Five Star of any unpaid balance.

16. **Indemnification.** Five Star shall indemnify Customer against all liability to any person for or by reason of any condition, whether defective or otherwise, of any fireworks, apparatus, equipment, or fixtures furnished by Five Star in connection with the Show, and against all liability to any person for or by reason of any act of omission of Five Star or any of its agents or employees.

17. **Severability.** The invalidity of any part of this Agreement shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

18. **Access.** Customer agrees to maintain access for Five Star to the display area, to keep the site free from obstructions, and to obtain permission for Five Star to gain access through any property as necessary to facilitate the shooting of the Show. Customer shall be solely responsible for all risk, shall hold Five Star harmless and free of liability, and shall compensate for any damage or costs arising out of such access or the failure to maintain access.

19. **Protection of Customer's Property and Site.** Customer agrees to remove or protect any personal property inside and outside the display area. Five Star shall take reasonable efforts to avoid damage to existing property, and in such event, shall not be responsible for damage to the Customer's property or any other property in the area where the Show was shot, including existing walks, driveways, telephone or electric lines, lawn, shrubs, trees, homes or other property whether caused in whole or in part by Five Star, its employees or subcontractors, or their suppliers in the performance of the Show or in the delivery of materials to the display site.

20. **Insurance.** Five Star shall maintain workers compensation and general liability insurance (in an amount of \$2,000,000.00), as necessary, either through itself or its parent company, Five Star Fireworks, Corp. Customer, as appropriate, shall maintain homeowners insurance covering all physical loss to any structure or buildings near the display area, and expressly including, but not be limited to; coverage for multiple perils, collapse, fire, weather damage, theft, vandalism and malicious mischief, naming Five Star as additional insured. Customer assumes all risk of loss during the Show, save for what is covered under the policies held by Five Star on its behalf. It is the Customer's responsibility to contact their insurance agent and inform them of the necessary required coverage or assume any loss not covered by their insurance carrier.

21. **Alternative Dispute Resolution.** In the event that either party requests, in writing, that a dispute relating in any way to this Agreement be resolved by mediation, the other party to this contract *must* proceed to mediate the dispute prior to filing a lawsuit. In the event mediation is requested, the mediation shall be conducted by the Mediation Service of the Metropolitan Builders Association of Greater Milwaukee or any other mediator or group that the parties can mutually agree to. Disputes that are subject to mandatory mediation include, but are not limited to contractual disputes and disputes directly relating to the Show or to the provision of services and/or materials for the Show. The parties agree, in the event the dispute proceeds to mediation, that they will make a good faith effort to resolve their dispute(s) through the mediation process and that they will abide by the MBA Mediation Service policies and procedures.

22. **Waiver.** Customer's commencement of litigation against Five Star for breach of contract or other dispute(s) prior to providing the notice required above, shall be deemed a waiver of any and all claims Customer may have had against Five Star for breach of contract or other dispute(s).

23. **Acceptance.** In executing this Agreement, Customer represents that Customer has the necessary financial resources to fulfill its obligations under this Agreement and has the legal authority to execute this Agreement.

By signing this Agreement, Customer represents and warrants that: (1) they have the authority to execute this Agreement for the Show; and (2) they have reviewed and approved the Agreement and the attached Exhibit "A." This Agreement shall become binding on Five Star and Customer upon signing below.

Submitted by Five Star:

By: _____ Date: 3-31-15
Tim Heinecke, President

The undersigned Customer certifies that he/she has carefully read this entire Agreement before signing below and acknowledges receipt of a copy of the entire Agreement at the time of signing.

Accepted by Customer:

By: _____ Date: _____

Accepted by Five Star:

By: _____ Date: _____
Tim Heinecke, President



PREPARED FOR

City of Burlington

Friday July 4, 2016

GRAND OPENING TO MAIN EVENT

250 1 ¼ INCH BROCADE COCONUT TO TIME RAIN WITH REPORT

MAIN EVENT

12

THREE INCH FLASH SALUTES

Salutes will be used to signal the open of your show
and will continue throughout the program.

75

THREE INCH CROWN PYRO COLOR DISPLAY SHELLS

63

THREE INCH DELUXE AN-PING DISPLAY SHELLS

65

THREE INCH DANCING DRAGON DISPLAY SHELLS

215 Total Three Inch Shells

Three inch display shells include: Colored Diadems, Crossett's, Tiger Tails, Sneaking Peony's, and Bright Stars to name a few.

36

FOUR INCH DANCING DRAGON DISPLAY SHELLS

36

FOUR INCH LIDU DISPLAY SHELLS WITH TAILS

36

FOUR INCH SPECIALTY YUNG FENG DISPLAY SHELLS

72

FOUR INCH FLOWER KING DISPLAY SHELLS WITH TAILS

180 Total Four Inch Shells

Four inch display shells include: Multi-Colored Crossett's, Shimmering Peony's, Bright Kamuros, Glowing Comets, and many more.

- 20 FIVE INCH CROWN PYRO DISPLAY SHELLS
- 20 FIVE INCH SPECIALTY YUNG FENG DISPLAY SHELLS
- 20 FIVE INCH DANCING DRAGON DISPLAY SHELLS

Five inch display shells include: Falling Leaves, Colored Diadems, Falling Willows, Giant Peony's, Bright Stars, and a wide variety of other effects.

- 20 FIVE INCH AN-PING MULTI-BREAKING DISPLAY SHELLS
ALL SHELLS ARE TWO FULL SIZE BREAKS

80 Total Five Inch Shells

- 18 SIX INCH MANTSUNA DISPLAY SHELLS

**** Highest quality shell imported from China. All Shells have multiple breaks, colors, patterns, and shapes.****
(BEST SELLER FOR 2 YEARS IN A ROW)

18 Total Six Inch Shells

FINALE

- 150 1 ½ INCH WHITE STROBE TO VARIGATED PISTOLS
- 100 TWO INCH TITIANUM SALUTES WITH REPORT
- 300 1 ½ INCH MIXED TAILS TO CRACKELING FLOWERS
- 60 THREE INCH DANCING FINALE COLOR SHELLS WITH TAILS
- 60 THREE INCH SILVER CROWN FINALE SHELLS
- 60 THREE INCH DANCING FINALE COLOR SHELLS AND SALUTES
- 60 THREE INCH CROWN PYRO CANOPY SHELLS WITH FLASH
- 20 FIVE INCH DANCING NISHI KAMURO FINALE SHELLS

The conclusion of your show will consist of more than 800 shells to end the show on an extremely dramatic note!





SPECIAL EFFECTS



- 225 1 ½ INCH MIXED PEONY AND SUPER PEONY
- 200 1 ½ BROCADE COCONUT TO TIME RAIN
- 180 1 ½ INCH CRACKELING TAIL TO CRACKLE WILLOW
- 110 1 ¾ INCH RED, WHITE, AND BLUE SHOOTING STARS
- 225 1 ½ INCH GOLDEN DAHLAIS WITH ASSORTED TAILS
- 200 1 ½ INCH DRAGON EGGES TO WHISTLE REPORT

Special effects will be presented as 6 dramatic segments throughout your show!!!

The length of this show will be 22-25 minutes duration.
Program Exhibit "A"

Display Budget \$10,000.00
(Plus Sales Tax)



COMMITTEE OF THE WHOLE

ITEM NUMBER: 10

DATE: June 7, 2016

SUBJECT: MOTION 16-841 to consider approving a Certificate of Appropriateness for 564 N. Pine Street.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

Uncle Steve's Garage has petitioned the City for façade improvements at 564 N. Pine Street. The following improvements will be completed:

- removal of the rotted green ply-wood siding to install a new glass storefront
- repaint posts the same color
- trim back solid awning on adjacent building that extends over part of the applicant's building
- replace all second floor windows with double hung windows in the front façade
- replace garage door with walk-thru door
- replace window with double hung windows
- replace rear door with glass door in the rear façade

The applicant plans to renovate the property and then rent out the space for commercial use.

BUDGET/FISCAL IMPACT:

None

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application at their May 26, 2016 meeting.

TIMING/IMPLEMENTATION:

This item is for discussion at the June 7, 2016 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

ATTACHMENTS:

Photos

Scope of Work Proposal

Uncle Steve's Garage LLC

564 N. Pine

Burlington, Wisconsin 53105

My name is Steve Madey I discovered the town of Burlington in the spring of 2015. I immediately had good impressions of the town and started to look for investment properties. I purchased the property located at 564 N. Pine on Oct 28, 2015. My plan is to rehab the property and rent out the commercial space. After the storefront has been renovated and rented, I plan on renovating the apartment above. I haven't yet decided if I will make the apartment my residence or if I will rent it out?

I am in the process of cleaning out the commercial space and the apartment. I am ready to start on the replacement of the non-original storefront and also replace the upstairs apartment windows. I would also like to replace the garage door on the rear of the building and replace the rear apartment window. I have listed my scope of work proposal along with the facade grant application (See Tab 1). I also included estimates for all of the work that is listed (See Tab2). There are also historical pictures included for reference (See Tab 3). I am prepared to make adjustments as needed. I look forward to working with you on this project.

Thank you for your time and consideration,

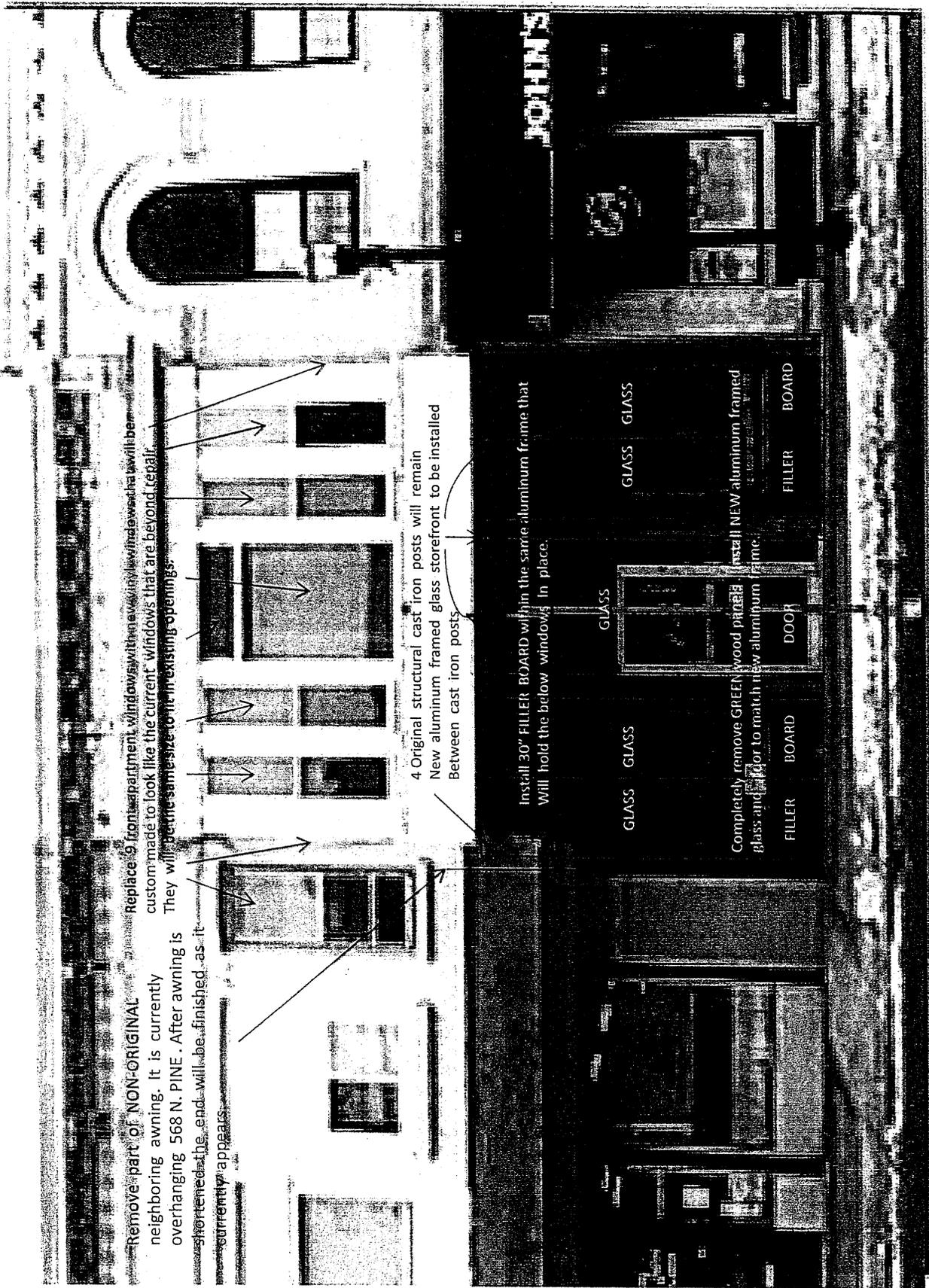
Steve Madey

Front:

1. Trim neighboring non-original - wood and tar shingled – awning that is overhanging onto 564 N. Pine. The awning is currently covering an area that will be replaced with a new glass storefront. The end of the trimmed awning will be finished to look exactly like it currently does. It will just be removed from 564 N. Pine. (See pictures in tab 4)
2. Remove non-original, non-structural GREEN ply-wood siding and single pane windows. The plywood is rotted and in needs to be removed to install a new commercial grade storefront. (See tab 5) (See samples of new storefront system, submitted with this application. Please note that the sample glass is tinted. The actual glass installed will be **CLEAR**. The contractor did not have an example of the window system with CLEAR glass.) Sorry
3. Existing structural and decorative cast iron posts will remain in place. Current paint will be stripped off the iron using an environmentally friendly stripper. The posts will be repainted the same color. (See pictures in tab 6)
4. Replace all second floor apartment windows with custom made double hung windows that will be made to fit in the existing opening. These windows will be made to look like the original windows. They will be made with white vinyl frames with clear double pane insulated glass. (See pictures in tab 7)

Rear:

5. Replace non-original fiberglass garage door with commercial grade walk-thru door. (See pictures in tab 8)
6. Replace residential quality door on rear of store with the commercial grade door that is currently on the front of the store. (see pictures in tab 9)
7. Replace rear apartment window with custom made double hung windows that will be made to fit in the existing opening. This window will be made to look like the original window. It will be made with white vinyl frame with clear insulated glass. There is only one window in the rear that will be replaced. (See picture in tab 10)

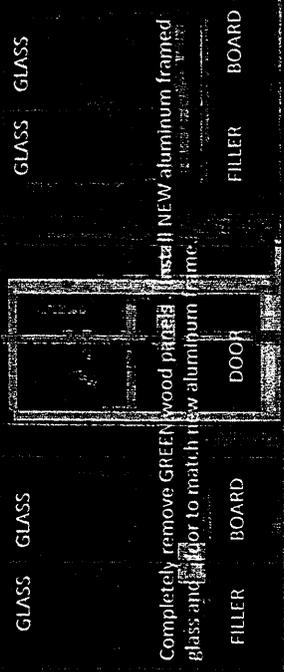


Remove part of NON-ORIGINAL neighboring awning. It is currently overhanging 568 N. PINE. After awning is shortened the end will be finished as it currently appears.

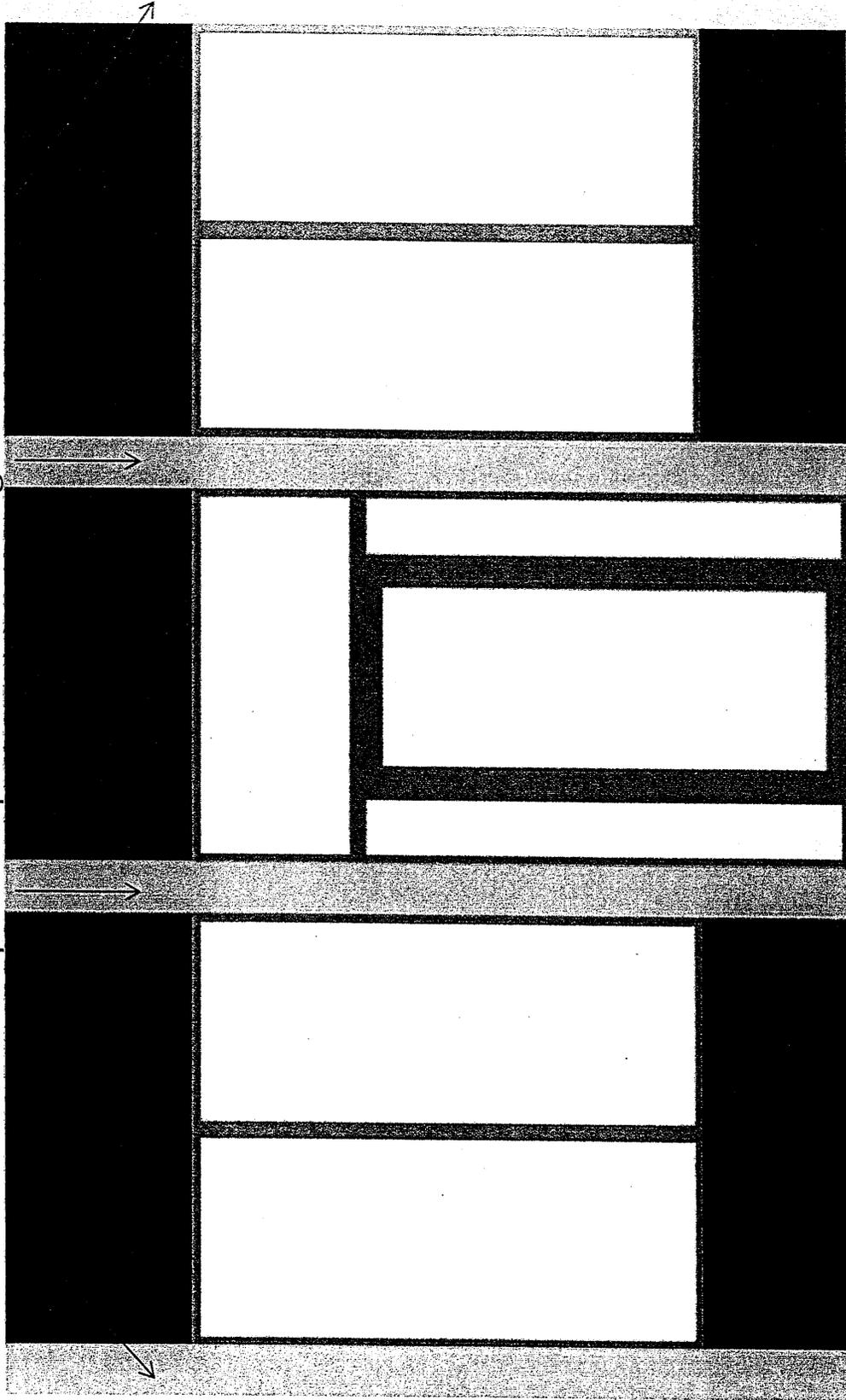
Replace 9 front apartment windows with new windows that will be custom made to look like the current windows that are beyond repair. They will be the same size to fit in existing openings.

4 Original structural cast iron posts will remain. New aluminum framed glass storefront to be installed between cast iron posts.

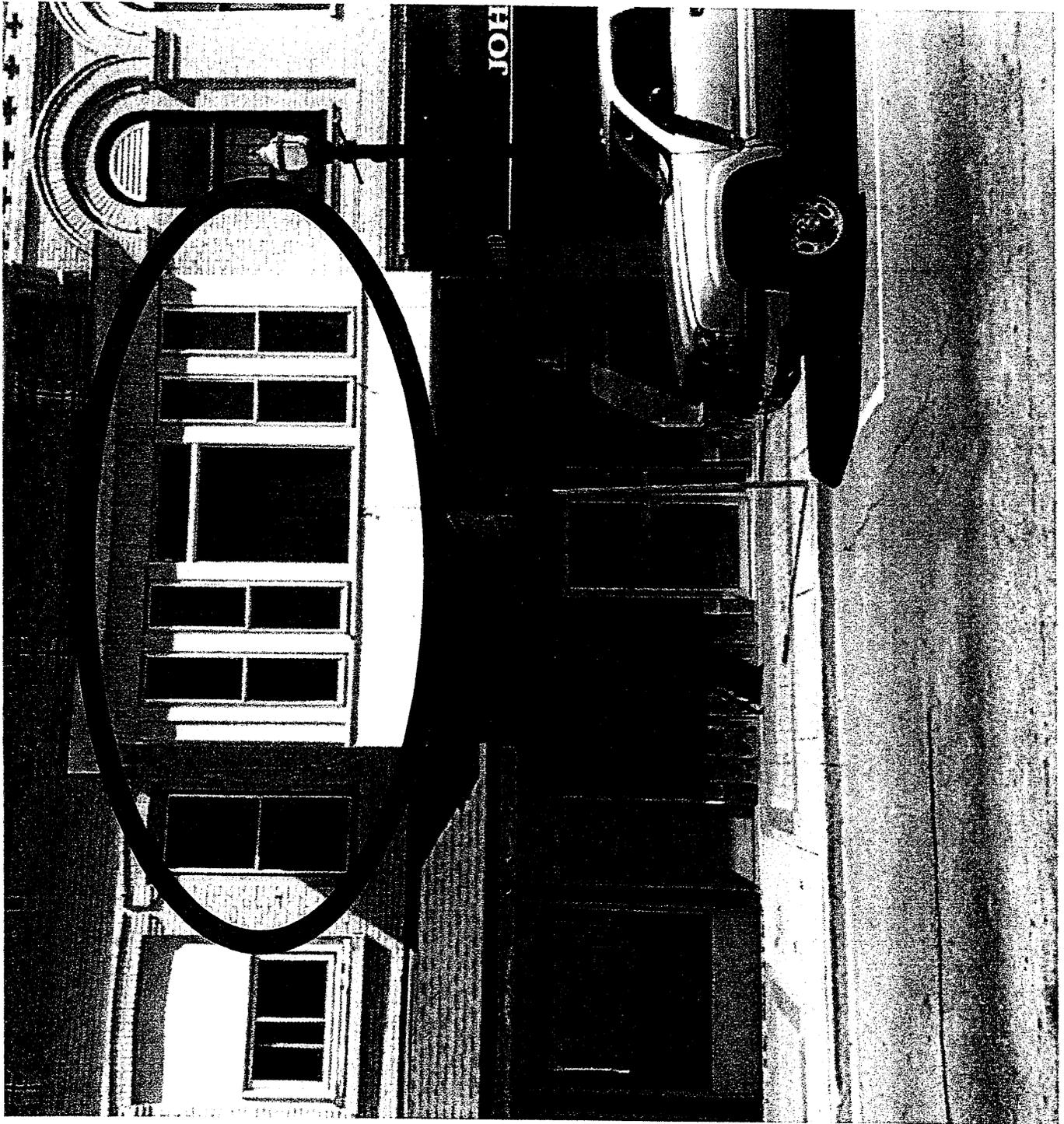
Install 30" FILLER BOARD within the same aluminum frame that will hold the below windows in place.



4 Cast Iron Posts will be striped and painted the existing color ROYCROFT COPPER RED

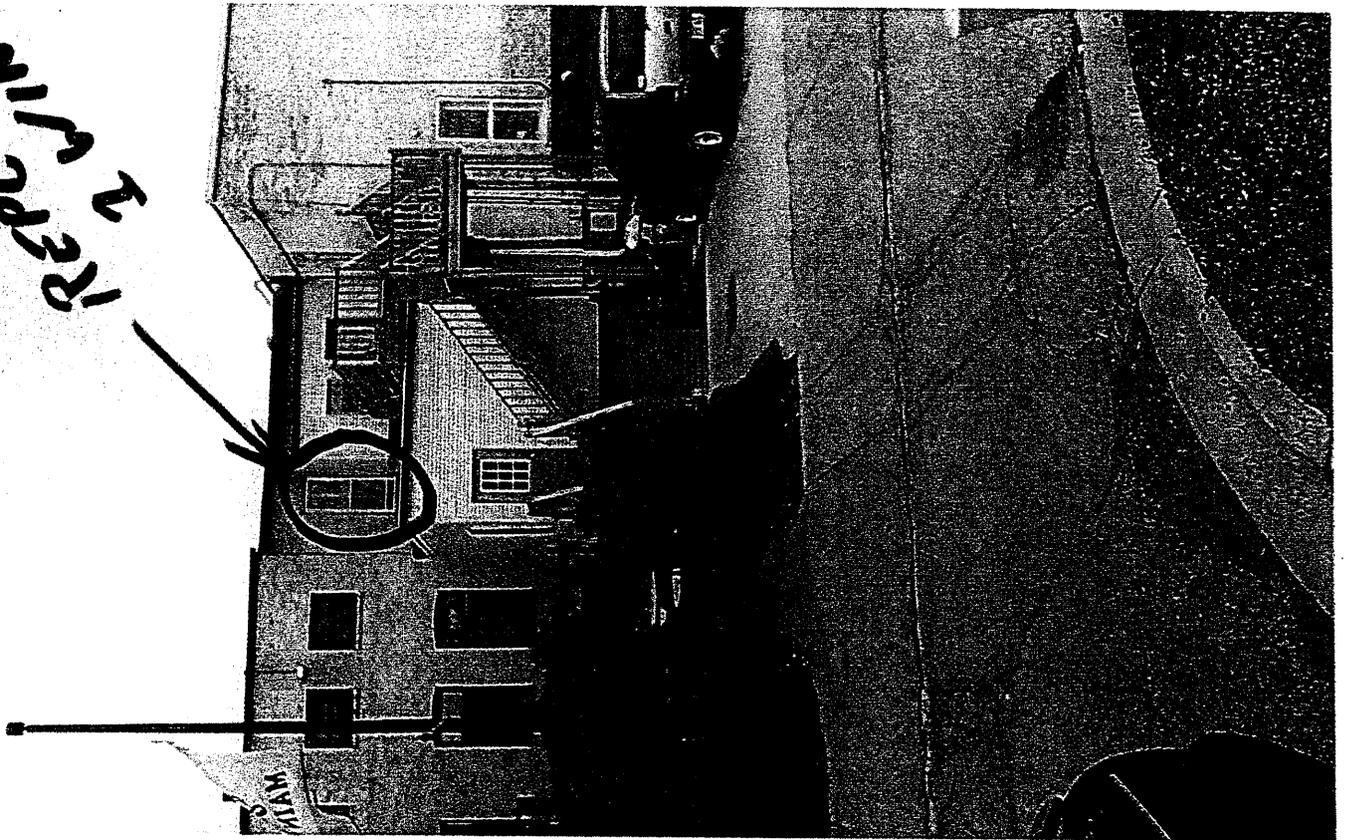


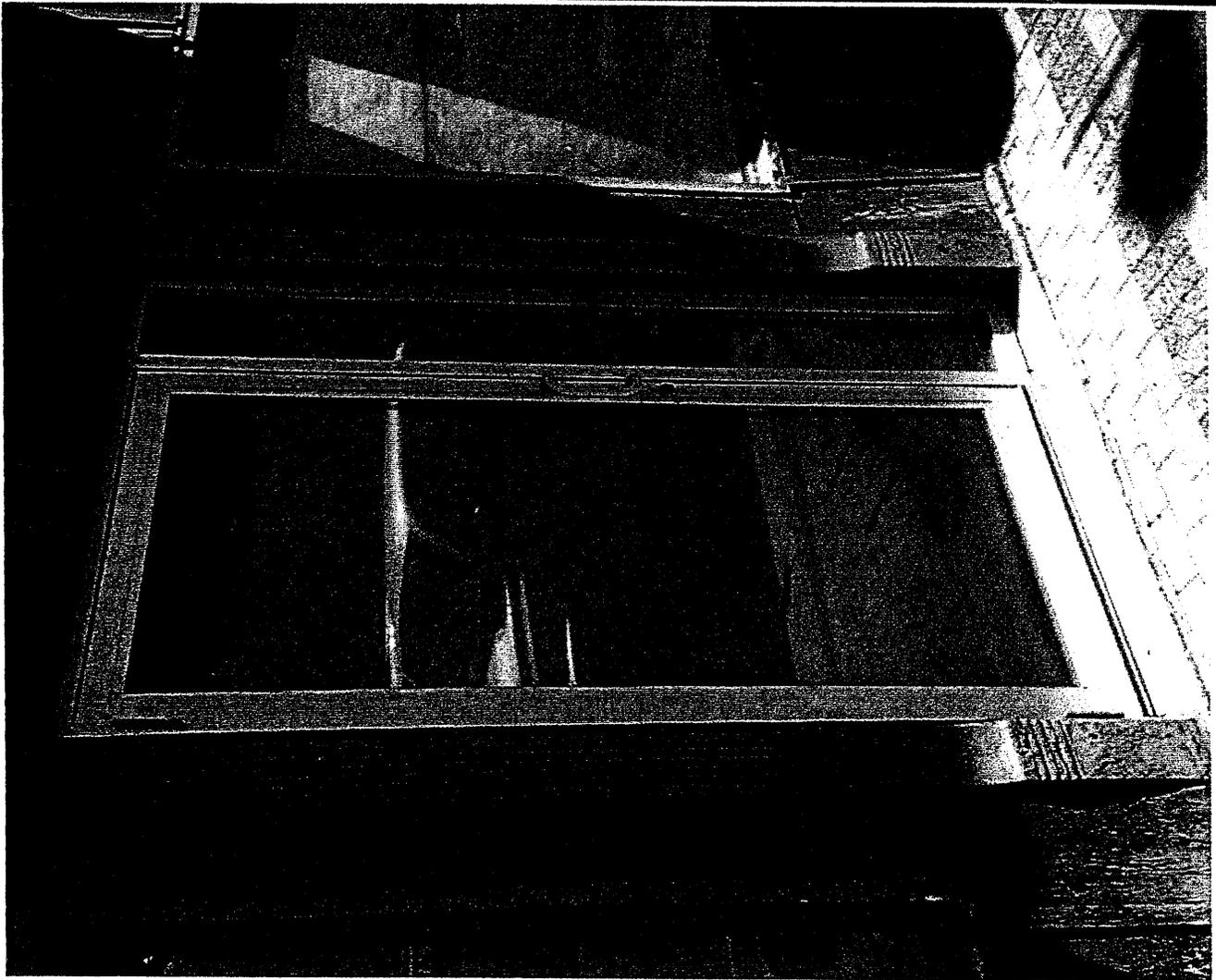
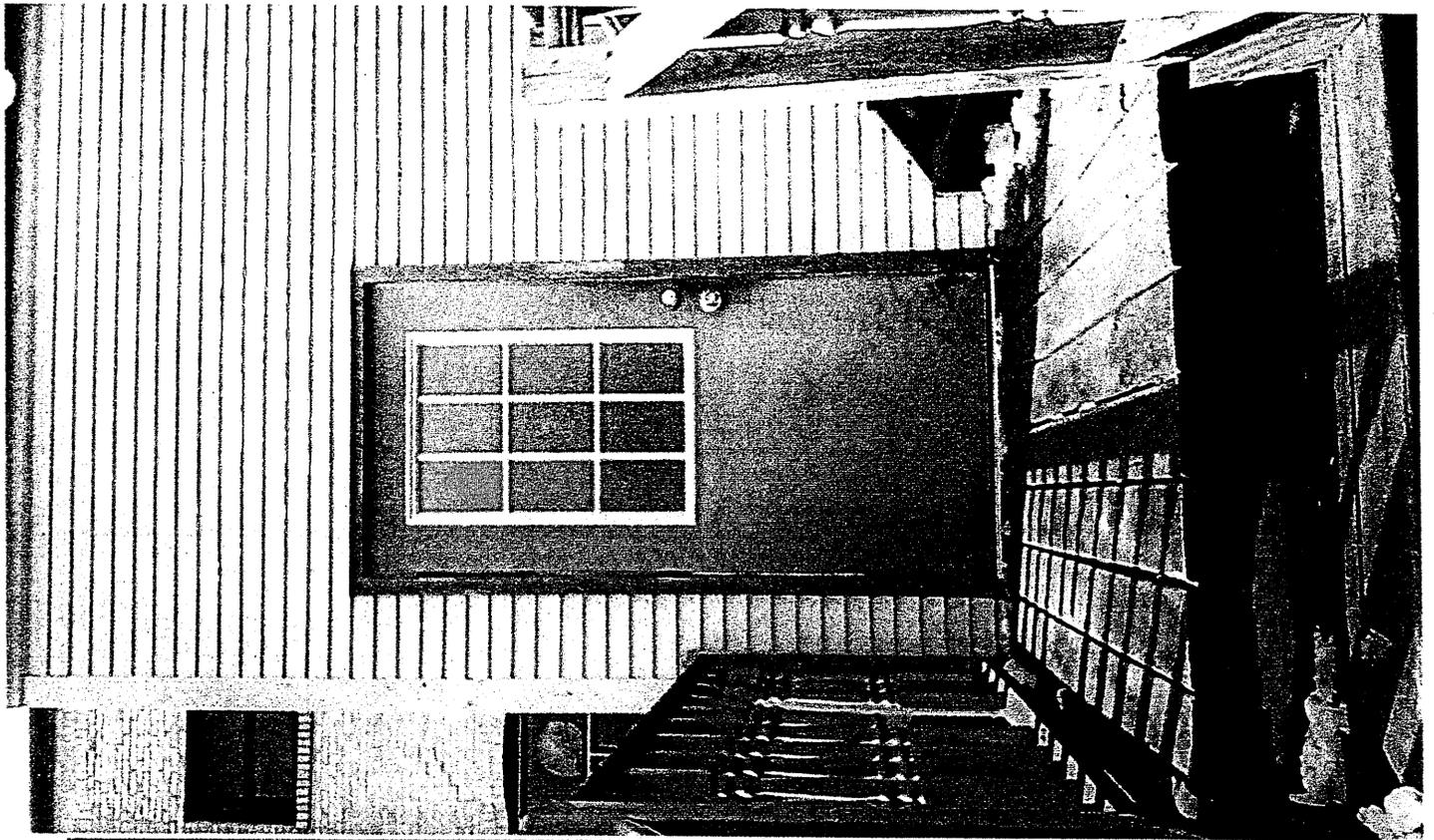
Window and Door frames will be the same dark color as the sample submitted DARK BRONZE
SEE ATTACHED COLOR CHART.

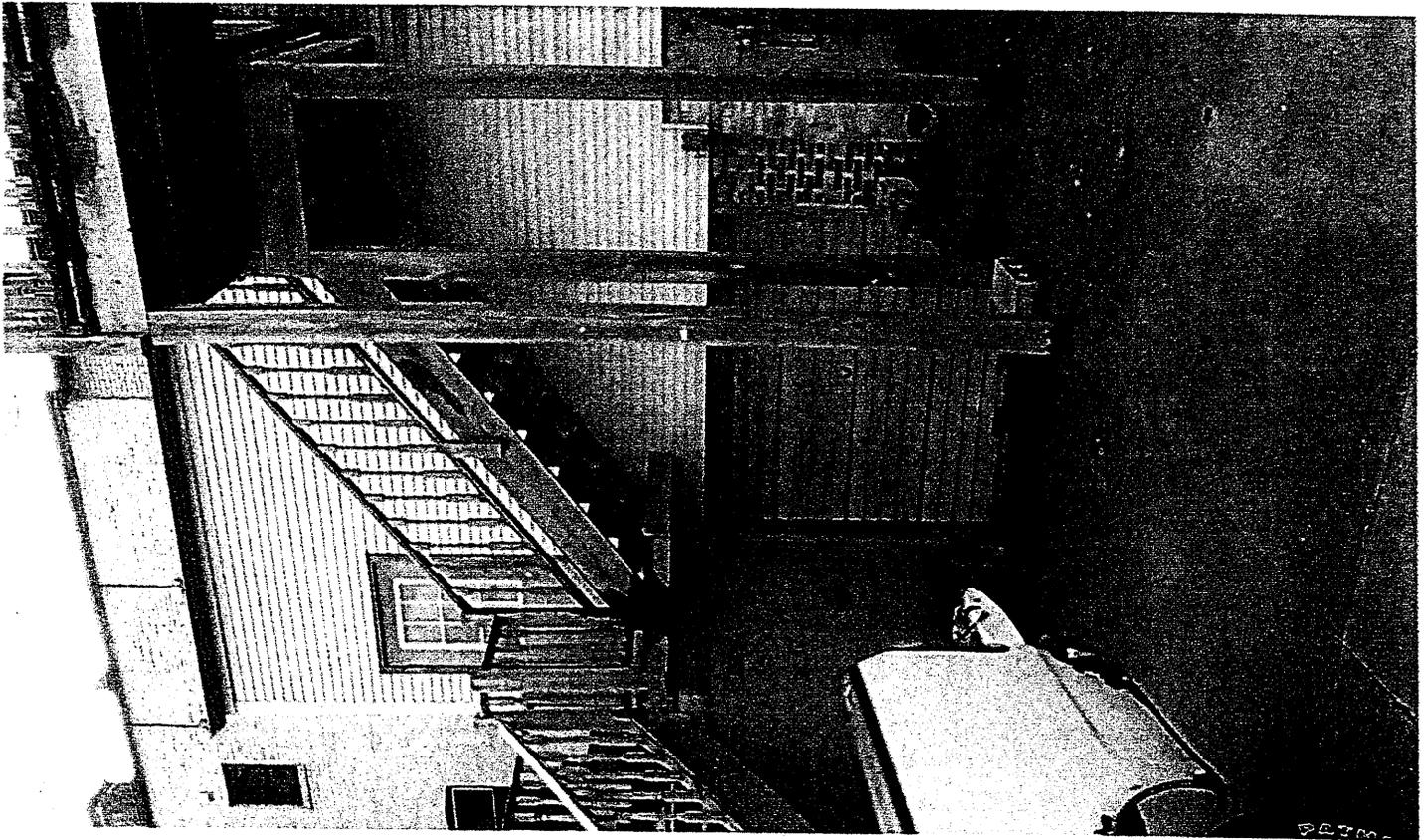


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COMMITTEE OF THE WHOLE

NUMBER: 11

DATE: June 7, 2016

SUBJECT: MOTION 16-842 to consider allowing yard/rummage sale signs in the right-of-way during the city-wide Yard Sale July 29-30.

SUBMITTED BY: Megan Watkins, Director of Administrative Services

BACKGROUND/HISTORY:

Over the last five years, the Chamber of Commerce has hosted a city-wide yard sale in conjunction with Maxwell Street Days from Friday, July 29 through Saturday, July 30. Per chapter 254-4D of the Municipal Code, yard/rummage sale signs are not permitted in the right-of-way, the area typically between the street and the sidewalk. Likewise, per state statute 346.41(2), signs are not permitted on traffic control signs.

The 2015 city-wide yard sale was very successful with participants; however, several signs were placed in the right-of-way and ultimately removed by city staff due to the violation of ordinance. Many residents were upset by the removal and requested a different practice as they felt they lost sales.

Staff seeks to allow yard/rummage sale signs in the right-of-way for this event **only** from July 29-30 to help provide for a successful event for residents and visitors, while alleviating staff from monitoring signage. This would not authorize signs on traffic control signs as that is a state law. All other regulations for signage such as size, when to remove and information on the sign would remain as indicated in Chapter 254-4D.

It should be noted that allowing signs in the right-of-way year round is not suggested, as it could become a visual hazard.

BUDGET/FISCAL IMPACT:

Allowing signs in the right-of-way for the two day event will alleviate staff hours from removing signs. Although staff time would not increase or decrease cost to the city, time spent removing signs could be allocated to necessary city services.

RECOMMENDATION:

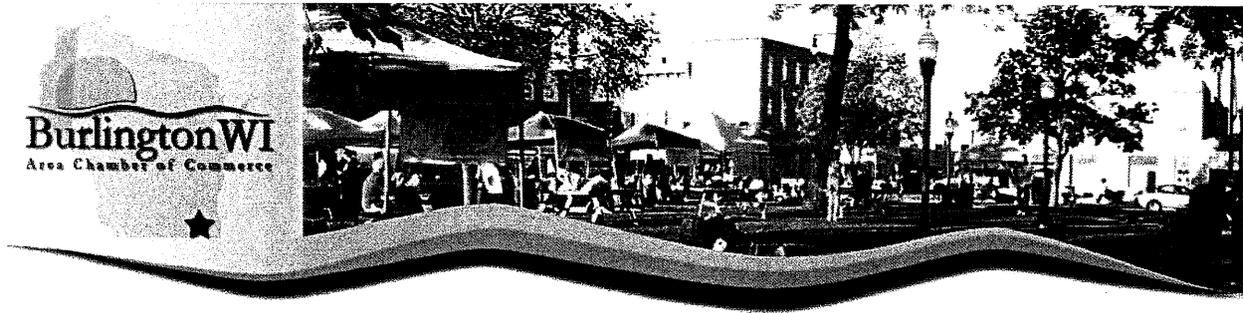
Staff recommends allowing yard/rummage sale signs in the right-of-way during the city-wide yard sale on July 29 and 30 only.

TIMING/IMPLEMENTATION:

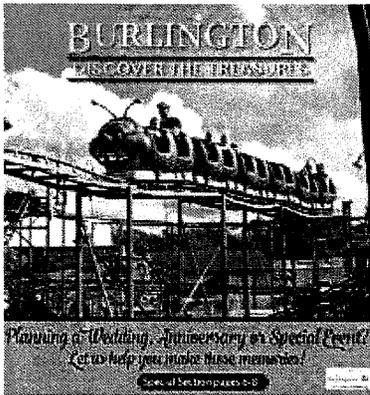
This item is for discussion at the June 7, 2016 Committee of the Whole meeting and due to the timeliness of this issue, is scheduled for the same night Common Council meeting for final consideration.

ATTACHMENTS:

Chapter 254-4D



Discover the Treasures Issue



(http://www.burlingtonchamber.org/sites/default/files/magazines//Burlington%20Treasures_May2016_WEB.pc)

Burlington Area Calendar of Events

[Back to calendar \(/all-events/2016-07\)](#)

Maxwell Street Days - Sidewalk Sales - Yard Sales!

Repeats every day 1 times. Also includes Sat Jul 30 2016.

07/29/2016 -

9:00am to 5:00pm

Friday July 29th & Saturday July 30th

Sidewalk Sales throughout Burlington!

Vendors will be also located in Wehmhoff Square ~ by the Burlington Public Library!

Ice Cream Social at the Pioneer Cabin!

♪♪ Music in downtown Burlington and Wehmhoff Square! ♪♪

Community Wide Yard Sales!

For more information, please call the Burlington Area Chamber of Commerce at 262-763-6044

Chapter 254. Sales

§ 254-4. Rummage sales.

[Added 2-2-1993 by Ord. No. 1411(21); amended 4-7-1993 by Ord. No. 1425(44); 6-2-1998 by Ord. No. 1586(5)]

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

PERSONAL PROPERTY

Property which is owned, utilized and maintained and acquired in the normal course of living in or maintaining a residence. It does not include merchandise which was purchased for resale or obtained on consignment.

RUMMAGE SALE

Includes all general sales, open to the public, conducted from or on a residential premises, as defined by Chapter 315, Zoning, of the Municipal Code, for the purpose of disposing of personal property, including but not limited to all sales titled "rummage," "lawn," "yard," "porch," "room," "backyard," "patio" or "garage" sale.

- B. Property permitted to be sold. It shall be unlawful for any person to sell or offer for sale at a rummage sale property other than personal property.
- C. Hours and place of operation. Rummage sales shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m. No more than three rummage sales in one calendar year may be conducted from any premises. Each sale may last no longer than three consecutive days and must be conducted on the seller's property.
- D. Signs. "Rummage Sale," "Garage Sale" or similar signs shall be permitted to advertise the rummage sale. There shall not be more than one such sign per lot, except that on a corner lot two signs are allowed, one facing each street. A sign shall not exceed 12 square feet in area and shall be located not less than eight feet from the nearest lot line. Said signs may be placed only upon the property of the residence where the sale is being held or upon other residential property with permission of the owner or other person in charge of such, at the time of sale. No signs shall be placed within the area of any public lands or right-of-way. Any sign must contain the following information:
- (1) The name and address of the person holding the rummage sale.
 - (2) The dates of the sale.
 - (3) The location of the sale.
- E. Removal of signs. All signs, no matter where placed, must be removed within 24 hours of the close of the rummage sale.
- F. Penalty. Any person who violates or fails to comply with any provision of this section shall, on the first offense, be issued a warning. Upon conviction of a second offense thereof, a person shall be subject to the penalties set forth in Chapter 1, § 1-4, of this Municipal Code.