



**AGENDA  
COMMON COUNCIL**

**Tuesday, March 19, 2019**

**To immediately follow the 6:30 p.m. Committee of the Whole meeting  
Common Council Chambers, 224 East Jefferson Street**

Mayor Jeannie Hefty  
Susan Kott, Alderman, 1st District  
Theresa Meyer, Alderman, 1st District  
Bob Grandi, Alderman, 2nd District  
Ryan Heft, Alderman, 2nd District  
Steve Rauch, Alderman, 3rd District  
Jon Schultz, Council President, Alderman, 3rd District  
Thomas Preusker, Alderman, 4th District  
Todd Bauman, Alderman, 4th District

**Student Representatives:**

Jack Schoepke, Student Representative (BHS)  
Morgan Tracy, Student Representative (BHS)

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Citizen Comments**
4. **Chamber of Commerce Representative and Rescue Squad Representative**
5. **Approval of Minutes** (*J. Schultz*)
  - A. To approve the March 5, 2019 Common Council Minutes as submitted.
6. **Letters and Communications** - There are none.
7. **Reports by Aldermanic Representatives and Department Heads**
8. **Reports** (*T. Preusker*)
  - A. To approve Reports 1-5 as submitted.
9. **Payment of Prepays and Vouchers** (*T. Bauman*)

A. To approve the Prepaid and Voucher list for bills accrued through March 19, 2019:

Total Prepaid:	\$ 198,392.42
Total Vouchers:	\$ 167,606.99
<b>Grand Total:</b>	<b><u>\$ 365,999.41</u></b>

10. **Licenses**

A. To approve Operator's Licenses as submitted. (*S. Kott*)

B. To approve an amendment to the "Class B" Liquor License premise description for the Mercantile located at 425 N. Pine Street. (*T. Meyer*)

11. **Special Events** (*B. Grandi*)

A. To approve a Special Event Application from Jennifer Young to host "Tinkergarten" classes at Echo Park.

12. **Appointments and Nominations** (*R. Heft*)

- To appoint Brenda J. Belot as an Election Inspector, term expires 12/31/2019.

13. **PUBLIC HEARINGS:**

A. To hear comments from the public regarding providing permanent zoning for property located at 1063 Spring Valley Road as part of an annexation request by Gary and Heather Kellermeier. (*S. Rauch*)

B. To hear comments and concerns regarding a rezone request for property located at 157 S. Pine Street. (*J. Schultz*)

14. **RESOLUTIONS:**

A. **Resolution 4936(38)** - To approve Task Order Number 108, with Kapur and Associates, for Engineering Services regarding the City of Burlington Municipal Landfill. (*T. Preusker*)

B. **Resolution 4938(40)** - To approve a Task Order Number One with Ayres Associates to Update the Comprehensive Outdoor Recreation Plan. (*T. Bauman*)

C. **Resolution 4939(41)** - To approve a Task Order Number Two for Ayres Associates for Design and Construction Management Services for Riverside Park Improvements. (*S. Kott*)

D. **Resolution 4940(42)** - To approve Change Order Number 1 for Well #11 Radium Compliance Improvements. (*T. Meyer*)

E. **Resolution 4941(43)** - To approve a Work Order with Baxter & Woodman, Inc. for Preparation of an Adaptive Management Plan. (*B. Grandi*)

15. **ORDINANCES:**

- A. **Ordinance 2045(11)** - To amend Sections 148-7(A), "Performance standards for construction Sites under one acre" 148-9(E)9, "Permit requirements; application procedures; fees" and 148-10(A)4(h) "Erosion and sediment control plans: statement; amendments" of the Municipal Code of Burlington. (*R. Heft*)
  
- 16. **MOTIONS:**
  - A. **Motion 19-923** - To consider approving the 2019 Fireworks Agreement for July 4, 2019 with Five Star Fireworks Co. (*S. Rauch*)
  
- 17. **ADJOURNMENT** (*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.*



**COMMON COUNCIL REGULAR**

**ITEM NUMBER 5A**

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**DATE:** March 19, 2019

**SUBJECT:** MEETING MINUTES - To approve the March 5, 2019 Common Council Minutes as submitted.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

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**BACKGROUND/HISTORY:**

The attached minutes are from the March 5, 2019 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the March 5, 2019 Common Council meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the March 19, 2019 Common Council meeting.

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**Attachments**

CC Min

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City Clerk  
300 N. Pine Street, Burlington, WI, 53105  
(262) 342-1161 - (262) 763-3474 fax  
[www.burlington-wi.gov](http://www.burlington-wi.gov)

**CITY OF BURLINGTON  
Common Council Minutes  
Jeannie Hefty, Mayor  
Diahnn Halbach, City Clerk  
Tuesday, March 5, 2019**

1. **Call to Order / Roll Call**

Mayor Hefty called the Common Council meeting to order at 7:03 p.m. Roll Call - Present: Mayor Hefty, Alderman Susan Kott, Alderman Bob Grandi, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker, Alderman Todd Bauman. Excused: Alderman Theresa Meyer.

Student Representatives - Present: Jack Schoepke (BHS), Morgan Tracy (BHS). Excused: None.

Staff present: Administrator Carina Walters, City Attorney John Bjelajac, Finance Director Steve DeQuaker, Assistant City Administrator/Zoning Administrator Megan Watkins, Public Works Director Peter Riggs, Fire Chief Alan Babe, Police Chief Mark Anderson, Human Resource Manager Jason Corbin, Building Inspector Gregory Guidry and Intern Nick Faust.

2. **Pledge of Allegiance**

3. **Citizen Comments** - There were none.

4. **Chamber of Commerce Representative and Rescue Squad Representative** - There were none.

5. **Approval of the February 20, 2019 Common Council Minutes**

Motion: Alderman Heft. Second: Alderman Rauch. With all in favor, the motion carried.

6. **Letters and Communications** - There were none.

7. **Reports by Aldermanic Representatives and Department Heads**

Mayor Hefty reported that there was a change in the director position at the Burlington Senior Center and an interim director has been appointed for the time being.

Director Riggs reported that CN Railroad would be funding a project to improve traffic signals at the intersection of Milwaukee Avenue and Pine Street, which will allow a left turn only arrow when a train is approaching the crossing.

8. **Approval of Reports 1-2.**

Motion: Alderman Rauch. Second: Alderman Grandi. With all in favor, the motion carried.

9. **Payment of Prepaids and Vouchers** - To approved the Prepaid and Voucher list for bills accrued through March 5, 2019.

Motion: Alderman Schultz. Second: Alderman Heft. Roll Call Vote: Aye - 7. Nay - 0. The motion carried.

10. **Licenses**

- A. To approve an amendment to the "Class A" Liquor License premise description for Wal-Mart Store#3488 located at 1901 Milwaukee Avenue.

Motion: Alderman Preusker. Second: Alderman Bauman. With all in favor, the motion carried.

- B. To approve Operator's Licenses as submitted.

Motion: Alderman Bauman. Second: Alderman Kott. With all in favor, the motion carried.

11. **Special Events** - There were none.

12. **Appointments and Nominations** - To approve the reappointment of Ken Morrison on the Historic Preservation Committee, term expiring 1/4/2022.

Motion: Alderman Kott. Second: Alderman Grandi. With all in favor, the motion carried.

13. **PUBLIC HEARINGS:** There were none.

14. **RESOLUTIONS:**

- A. **Resolution 4934(36)** - To approve restructuring and modifications to the Burlington Tax Incremental District (TID) Restructured Policy Manual.

Motion: Alderman Rauch. Second: Alderman Preusker. With all in favor, the motion carried.

- B. **Resolution 4935(37)** - To approve a Final Plat and Development Agreement for the proposed Glen at Stonegate Subdivision, Addition No. II.

Motion: Alderman Grandi. Second: Alderman Bauman. With all in favor, the motion carried.

15. **ORDINANCES:** There were none.

16. **MOTIONS:**

- A. **Motion 19-922** - To consider approving a Certificate of Appropriateness for property located at 448 Milwaukee Avenue.

Motion: Alderman Heft. Second: Alderman Grandi. With the majority in favor, the motion carried 6-1 (Nay: Alderman Rauch).

17. **ADJOURN INTO CLOSED SESSION**

***Wis. Stats 19.85(1)(g)*** Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to possible litigation in which it is or is likely to become involved regard the City of Burlington Ice Festival - State Ice Carving Competition.

Motion: Alderman Rauch. Second: Alderman Kott. Roll Call: Aye - 7. Nay - 0. The meeting adjourned into closed session at 7:15 p.m.

18. **RECONVENE INTO OPEN SESSION**

Motion: Alderman Schultz. Second: Alderman Preusker. With all in favor, the motion carried and the meeting reconvened into open session at 7:51 p.m.

19. **ACT ON ITEMS FROM CLOSED SESSION IF NECESSARY**  
-Consideration and possible action on recommendations for matters discussed in Closed Session by the Common Council.

There was no action taken.

20. **ADJOURNMENT**  
Motion: Alderman Preusker. Second: Alderman Bauman. With all in favor, the motion carried and the meeting adjourned at 7:51 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



**DATE:** March 19, 2019

**SUBJECT: REPORTS** - To approve Reports 1-5 as submitted.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

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**BACKGROUND/HISTORY:**

Attached please find the following reports:

1. Library Minutes, 11-27-18
2. Library Minutes, 12-18-18
3. Plan Commission Minutes, 2-12-19
4. Council Workshop Minutes, 2-26-19
5. Committee of the Whole Minutes, 3-5-19

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends that Council approve the submitted reports.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the March 19, 2019 Common Council meeting.

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**Attachments**

Library Minutes 11-27-2018

Library Minutes 12-18-18

Plan Minutes 2-12-19

Council Workshop Minutes 2-29-19

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# Burlington Public Library

166 East Jefferson Street, Burlington, Wisconsin 53105

Phone: 262-342-1130 Fax: 262-342-1198



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www.burlingtonlibrary.org

## Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, November 27, 2018 at 6:30 p.m. in the Burlington Public Library Upstairs Meeting Room.

Present: Smet, Bahr,  
Savaglia, Guard, Musgrave

Absent: Buse, Barker,  
Preusker, Chaffee

Also present: Davies, McCarthy,  
Student Rep Kaitlyn Frohmader

- Savaglia called the meeting to order at 6:39 pm.
- All members present introduced themselves to new Board member Susan Musgrave and Student Rep Kaitlyn Frohmader.
- Public Communication to the Board - None
- Minutes of the September 25, 2018 and the October 23, 2018 meeting, Smet moved approval, Bahr seconded. Motion passed.
- Smet moved and Guard seconded the motion to approve the October General Fund Expenses of \$18,086.59, November General Fund Expenses of \$14,646.18 and October Trust Fund bills of \$1,524.66, November Trust Fund bills of \$173.84 and the September General Fund Deposits of \$1,065.91 and October General Fund Deposits of \$1,562.14. Motion passed.

### Trustee Essentials Training:

Davies sent out Trustee Orientation and Continuing Education discussing the importance of new trustee orientation, why continuing education is essential for all trustees and opportunities for continuing education even for busy trustees.

### Committee Reports:

The Personnel Committee was not able to meet in November and will schedule a meeting in December. Savaglia briefed board members on how the Director review is completed. The Personnel Committee will meet in December to discuss goals for the Director in 2019. Doing the review in December will line up the City cycle. As part of next year's review, the Personnel Committee will work on a process to get comments from the staff.

### Federated Library Report:

Trustee Appreciation Dinner report – Davies sent out slides from the speaker about the Value of Data Driven Analysis for Libraries and summarized examples of how the data could be used.

Blue Cloud Analytics Training – Davies and McCarthy attended the training and hope to begin using the software soon.

### Director's Report:

Monthly Statistics Report – Visits are up, circulation is down and social media members are growing.

3<sup>rd</sup> Quarter Financial Summary was reviewed. The city approved a budget increase for the Library of 3% for 2019. This increase should cover most of the funds needed for creating a Strategic Plan.

Artwork from the Gathering – new artwork has been added to the walls and will be changing monthly.

Floating Collections – Davies explained how approximately half of the Lakeshores Libraries have joined the Floating Collection group to have Audio Books and Large Print items “Float” to other libraries to expand their collections. Davies hopes they will be adding MP3 Playaways in the future.

#### **Unfinished Business:**

Davies is finishing up Specs for a new TV for the main floor meeting room.

Davies has been in contact with the City Attorney exchanging emails regarding changes to the Foundation Articles of Incorporation document, discussed at the August Library Board Meeting.

The new self-checkout station pieces are coming together, hardware was recently received, software on the computer was updated and the proprietary software is scheduled to be installed in mid-December. Once the staff have training and time to test, the self-check unit will be installed across from the circulation desk, easily accessible to both circulation and reference staff to assist patrons.

#### **New Business**

Review of Confidentiality of Library Records Policy – after a short discussion no changes were recommended. Adopt Schedule of Library Board Meetings for 2019 – Smet motioned approval, Bahr seconded. Motion passed. Adopt Holiday Closing Schedule for 2019 - Smet motioned approval, Savaglia seconded. Motion passed.

Adopt Library Pay Scale for 2019 – a 1.91% cost of living increase and a step increase was approved for city employees for 2019.

Adopt Memorandum of Understanding with Lakeshores Library System for Reimbursement Funding for 2019 – This is funding for serving patrons in surrounding counties who don't have a library. Smet motioned approval, Musgrave seconded. Motion passed.

Motion to adjourn the meeting was made by Bahr, seconded by Guard, meeting adjourned at 7:37 pm. Our next meeting will be on Tuesday, December 18 at 6:30 pm in the main floor meeting room at the Burlington Public Library.

Respectfully submitted,

  
Tom Preusker  
Aldermanic Representative

# Burlington Public Library

166 East Jefferson Street, Burlington, Wisconsin 53105

Phone: 262-342-1130 Fax: 262-342-1198



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[www.burlingtonlibrary.org](http://www.burlingtonlibrary.org)

## Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, December 18, 2018 at 6:30 p.m. in the Burlington Public Library Upstairs Meeting Room.

Present: Smet, Bahr, Barker    Absent: Buse,  
Savaglia, Guard, Musgrave    Preusker, Chaffee

Also present: Davies, McCarthy,  
Student Rep Kaitlyn Frohmader

- Savaglia called the meeting to order at 6:34 pm.
- Public Communication to the Board - None
- Minutes of the November 27, 2018 meeting, Musgrave moved approval, Bahr seconded. Motion passed.
- Smet moved and Guard seconded the motion to approve the December General Fund Expenses of \$8,301.02, December Trust Fund bills of \$550.07, the November General Fund Deposits of \$1,777.81. Motion passed.

### Committee Reports:

The Personnel Committee met regarding Director Evaluation, which will be presented later tonight in closed session.

### Federated Library Report:

PLSR Final Report to DPI – Davies shared by email to the Library Board and encouraged everyone to read the Executive Summary. There was strong support (85%-90%) for the majority of recommendations.

Flipster as replacement for RB Digital Magazines – The Lakeshores Directors voted to discontinue RB Digital for next year. There was a change in apps three times which confused patrons and interest dropped. Discussion regarding Flipster is ongoing for 2019.

Total Savings on Receipts – Check-out receipts now show the value of materials patrons checkout. At the end of the receipt it gives a total cost of all items checked out.

### Director's Report:

Monthly Statistics Report – A short discussion on what One-on-one/Reserve-A-Librarian sessions was. Davies explained patrons can come in for Tech help on their devices for things such as how to download eBooks, use or set-up an email account and other similar questions.

Disc Repair Service – Patrons with CDs or DVDs wanting to resurface them can drop them off at the desk. Friends of the Library purchased a Disc cleaning machine last year. Cost to clean one disc will be .30 cents.

Celebrate Libraries interview – The company does interviews with Libraries to advocate and promote library services, and interviewed Davies recently. The company creates podcasts and videos for informational and promotional purposes, funded by donations from local businesses.

Friends of the Library: ending monthly raffle – The Friends Group decided to end the monthly raffle due to costs to run the program. The licensing requires special tickets be made plus the signage. Reviewing the expenses and ticket sales, it made sense to discontinue the program.

Demonstration of Self-Check Station – McCarthy demonstrated the process of checking out, reviewing current checkouts and holds and printing or sending an email receipt.

Interpreter Services with SWITS – Southwestern Interpretation and Translation Service is a Delavan based company available to help libraries or businesses in need of interpretation services for patrons with disabilities such as blindness, deafness or other languages, to communicate with library staff on their behalf. The company also does translation of documents. There is a cost per minute of \$3.95 over the phone, or \$4.95 by video.

**Unfinished Business:** none

#### **New Business**

Review and adopt Service Animal Policy – Library staff asked for guidance on patrons bringing animals into the library. Davies checked with other city departments and created guidelines for staff to follow. After some discussion, the Board felt the document should be a procedure and not a policy.

Review Draft of RFP for Library Strategic Planning – Davies presented a Draft RFP for Strategic Planning he created after talking to other city departments and library directors. Once the request is sent out, Davies would hope to have a proposal in 4 to 6 weeks. We will receive varied responses from consultants. Barker recommended separating the steps so if the Library Board wanted to complete a step they would have that option. Areas of study would be to examine the community, survey citizens asking what the community needs, demographics – statistics, and finally turn the results into a plan. Smet moved to approve the RFP, Barker seconded. Motion passed.

A roll call was completed with all present voting yes to go into closed session at 7:30 pm to discuss the Director Evaluation. Davies, McCarthy and Frohmader exited the room.

The Board came out of closed session at 7:47 pm with a motion by Smet, seconded by Barker. Motion passed. The Board voted to accept the performance review for Davies as presented by the personnel committee and provide the next step increase for 2019. Smet moved motion to approve, seconded by Bahr. Motion passed.

Motion to adjourn the meeting was made by Smet, seconded by Barker, meeting adjourned at 7:51 pm. Our next meeting will be on Tuesday, January 22 at 6:30 pm in the main floor meeting room at the Burlington Public Library.

Sincerely,



Thomas Preusker  
Aldermanic Representative



**Minutes**  
**City of Burlington Plan Commission**  
**February 12, 2019, 6:30 p.m.**

Commissioner John Ekes called the Plan Commission meeting to order at 6:30 p.m. Roll call: Alderman Tom Preusker; Commissioners Chad Redman; Andy Tully; and Art Gardner were present. Mayor Jeannie Hefty and Alderman Bob Grandi were excused. Student Representative Ryan Stankus was present. Student Representative Thomas Martin was excused.

Commissioner Ekes stated he is retaining his right to vote.

**APPROVAL OF MINUTES**

Alderman Preusker moved, and Commissioner Gardner seconded to approve the minutes of January 8, 2019. All were in favor and the motion carried.

**LETTERS & COMMUNICATIONS**

None

**CITIZEN COMMENTS**

None

**OLD BUSINESS**

**A. Consideration to approve a Site Plan application from Al Mackey of KW Precast for property located at 472 W. Market Street for a new entrance and driveway on Spring Valley Road, subject to Graef's, Kapur & Associates', and Burlington Fire Department's memorandums to the Plan Commission. This item was tabled at the January 8, 2019 meeting.**

- Commissioner Ekes stated this item will be discussed later, since the representative is not present at the time.

**NEW BUSINESS**

**A. Consideration to recommend approval of a Final Plat and Development Agreement for Stonegate Subdivision, Addition No. II, subject to Graef and Kapur & Associates memorandums to the Plan Commission.**

- Commissioner Ekes opened this item for discussion.
- Alderman Preusker stated he had talked with the President of the Stonegate Association who asked if Phase II was going to include the same covenants as Phase I.

- Nancy Washburn, developer, responded yes. Ms. Washburn explained she had discussed with Attorney John Bjelajac to amend the declaration to include that all of the existing covenants and restrictions from Phase I be honored and maintained for Phase II.
- Commissioner Ekes questioned if the wetland barrier that infringes on several lots was a concern. Ms. Washburn replied no, because of the buffer there is no direct drainage into the wetland. Commissioner Gardner stated it seems likely that the homes with basements will have sump pumps that will discharge into the wetland. Ms. Washburn answered the discharge into the wetland will not happen due to the construction of the home, the discharge is to the front of the house and not the rear.
- There were no further comments.

Alderman Preusker moved, and Commissioner Tully seconded to approve the Final Plat and Development Agreement.

*All were in favor and the motion carried.*

Commissioner Ekes stated the representative for 472 W. Market Street has arrived and will now be discussed.

## **OLD BUSINESS**

### **A. Consideration to approve a Site Plan application from Al Mackey of KW Precast for property located at 472 W. Market Street for a new entrance and driveway on Spring Valley Road, subject to Graef's, Kapur & Associates', and Burlington Fire Department's memorandums to the Plan Commission. This item was tabled at the January 8, 2019 meeting.**

- Commissioner Ekes opened this item for discussion.
- Ryan Cardinal, Cardinal Engineering, explained KW Precast makes large concrete products and bridge beams. The existing turns are too tight for the trucks, and not safe when passing two schools and a railroad track. The driveway off of Spring Valley Road is a straighter and safer route. The trucks are made to have more axels on the road, thus the weight is divided evenly, causing no extra damage to the pavement. The deliveries are timed per contract, so thus there is less traffic. A berm barrier, by the hill on the vacant area, will be provided to protect neighboring houses. There is also a deed restriction that does not allow more access points onto the bypass.
- Alderman Preusker asked if the 30-foot apron width is a new width. Greg Governatori, Kapur & Associates, stated 30-feet is the standard width for the driveway and 35-feet for the apron. Alderman Preusker stated he would like to see a wider apron. Mr. Cardinal stated the trucks can make the turns with the 30-foot apron, but was trying to do less of an impact. Mr. Cardinal asked if they could do 35-feet for the driveway and 40-feet for the apron, since wider is being suggested.

- Commissioner Tully asked if the City has any recourse if KW Precast wanted to make this their regular entrance. Mr. Cardinal answered this is an exit only for deliveries. Carina Walters, City Administrator, explained from a staff perspective, ideally you would want to see all truck traffic out of the City on this road, which would be another conversation in the future. Commissioner Tully was concerned if both KW Precast and Aurora keeps growing, then there might be issues with traffic increasing. Mr. Cardinal responded that there was a traffic impact analysis and growth study completed, which showed no impact to the intersection.
- Commissioner Redman asked if any neighbors attended the open house in April 2018. Mr. Cardinal responded yes, there were a few that addressed their concerns, but was a positive meeting.
- Commissioner Tully asked if landscape is a requirement. Ms. Walters responded that a landscape plan is required, as well as vegetation buffer, driveway material, and erosion control plan.
- Commissioner Garner states he likes the second exit out of the facility. Commissioner Gardner further stated he would like to see a wider driveway, so that there may be less tracking of mud on the road.
- Commissioner Tully asked how much of the drive will be asphalted, when looking at the entrance from Spring Valley Road. Mr. Cardinal responded he does not have the specific dimension, but it would be at least one long beam truck length.
- Commissioner Redman asked if there were any plans for lighting. Mr. Cardinal answered no, they did not want to disturb neighbors.
- Commissioner Gardner questioned if it is necessary to add a yellow light, or is it visible to see the trucks from a distance. Mr. Cardinal answered the first 300 feet is fully visible to cross traffic, and should not be an issue.
- There were no further comments.

Commissioner Gardner moved, and Alderman Preusker seconded to approve the Site Plan.

Alderman Preusker moved, and Commissioner Redman seconded to amend the motion to approve the Site Plan, with the conditions that the apron is up to 40 feet, and the length of the asphalt is 400 feet.

*All were in favor and the motion carried.*

## **NEW BUSINESS**

### **B. Consideration to approve a Site Plan application from JL & DD Holdings, LLC for property located at 417 W. Market Street to construct a storage building, subject to Graef's, Kapur & Associates', and Burlington Fire Department's memorandums to the Plan Commission.**

- Commissioner Ekes opened this item for discussion.

- Alderman Preusker asked if there was any space for landscaping. Megan Watkins, Assistant Administrator/Zoning Administrator, explained there is existing landscape and a rain garden will be added.
- There were no further comments.

Commissioner Tully moved, and Commissioner Gardner seconded to approve the Site Plan.

*All were in favor and the motion carried.*

- John Lunda, applicant, stated the apron is currently 40-feet, but Kapur & Associates would prefer it to be 30-feet. Mr. Lunda asked if the drive could be kept at 40-feet. Mr. Governatori responded the curb cut is 40-feet and would be okay with it staying the same.

Commissioner Tully moved, Alderman Preusker seconded to amend the motion to approve the Site Plan with a 40-foot apron instead of the 30-foot.

*All were in favor and the motion carried.*

### **ADJOURNMENT**

Alderman Preusker moved, and Commissioner Tully seconded to adjourn the meeting at 7:15 p.m.

*All were in favor and the motion carried.*

Recording Secretary  
Kristine Anderson  
Administrative Assistant



**CITY OF BURLINGTON**

**Administration Department**  
300 N. Pine Street, Burlington, WI, 53105  
(262) 342-1161 – (262) 763-3474 fax  
www.burlington-wi.gov

**CITY OF BURLINGTON  
COUNCIL WORKSHOP  
Official Minutes  
Jeannie Hefty, Mayor  
Diahn Halbach, City Clerk  
February 26, 2019**

Council Workshop began at 5:40 p.m. Present: Mayor Jeannie Hefty, Alderman Susan Kott, Alderman Teresa Meyer, Alderman Bob Grandi, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker and Alderman Todd Bauman.

Also present: City Administrator Carina Walters, Assistant City Administrator/Zoning Administrator Megan Watkins, Police Chief Mark Anderson, Fire Chief Alan Babe, DPW Director Peter Riggs, Library Director Joe Davies and Human Resource Manager Jason Corbin.

Walters gave an overview of current special events in the city, in-kind services provided by the city for events, funds paid for special events by the city and total city contributions. Walters stated the purpose of the workshop was to determine expectations for the staff, quality of life recreational opportunities and what is the mission of the city with events.

The workshop ended at 7:00 p.m.

Minutes respectfully submitted by:

Megan E. Watkins  
Assistant City Administrator/Zoning Administrator



DATE: March 19, 2019

SUBJECT: **PREPAIDS AND VOUCHERS** - To approve the Prepaid and Vouchers list for bills accrued through March 19, 2019.

SUBMITTED BY: Steven DeQuaker, Finance Director

**BACKGROUND/HISTORY:**

Attached please find the Prepaid and Voucher list for bills accrued through March 19, 2019:

Total Prepaid:	\$ 198,392.42
Total Vouchers:	\$ 167,606.99
<b>Grand Total:</b>	<b><u>\$ 365,999.41</u></b>

**BUDGET/FISCAL IMPACT:**

- 5 Largest Disbursements on the Prepaid and Voucher List:
1. \$46,256.35 John's Disposal Service - Garbage and Recycle -February 2019
  2. \$23,852.65 Lakeshore Library System - Consortium Fees
  3. \$19,407.93 Ascent Aviation Group, Inc. - Jet A Fuel
  4. \$18,652.39 WE Energies - Street Lights - 01/29/19 to 02/28/19
  5. \$15,797.86 WE Energies - Sewer Treatment Plant - 01/23/19 to 02/22/19

**RECOMMENDATION:**

Staff recommends that the Common Council accept and approve these Prepaid and Vouchers in the amount of \$365,999.41.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the March 19, 2019 Common Council meeting.

**Attachments**

- Prepaid 03.01.19
- Prepaid 03.08.19
- Vouchers 03.19.19

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100160000</b>						
100-160000 PREPAID EXPENDITURES	EMC INSURANCE COMPANY	EMC Commercial Acct 5X90433	D-95520214	02/21/2019	4,756.00	03/01/2019
Total 100160000:					4,756.00	
<b>100454521001</b>						
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Kopchinski, Jerome: Report#19-2059	19-2059	02/26/2019	650.00	03/01/2019
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Grana, Joseph M: Report #19-2111	19-2111	02/27/2019	100.00	03/01/2019
100-454521-001 BOND FEES	KENOSHA CIRCUIT COURT	Dorsz, Jason M; Warrant: 18TR9874	18TR9874	02/25/2019	200.50	03/01/2019
Total 100454521001:					950.50	
<b>100515132330</b>						
100-515132-330 ADMIN - INSVC TRAINING &	BIASEW	G Guidry Building Inspector Mar Training	TRAINING MAR 19	02/28/2019	100.00	03/01/2019
100-515132-330 ADMIN - INSVC TRAINING &	SWWBIA	Electrical/Dwelling Code Update	MARCH 2019	02/28/2019	205.00	03/01/2019
Total 100515132330:					305.00	
<b>100525211330</b>						
100-525211-330 POLICE - TRAVEL	KRUSEMARK, JEREMY	Reimbursement: Richter's for Training	021419*	02/14/2019	50.00	03/01/2019
Total 100525211330:					50.00	
<b>100525220220</b>						
100-525220-220 FIRE - UTILITY SERVICES	WE ENERGIES	8403-026-057	8403026057FEB19	02/21/2019	1,863.26	03/01/2019
Total 100525220220:					1,863.26	
<b>100535321157</b>						
100-535321-157 Inservice Training	MIDWEST METER INC	Meter Beacon Training	0108061-IN	01/23/2019	212.50	03/01/2019
Total 100535321157:					212.50	
<b>100535321234</b>						
100-535321-234 STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401749785	01/17/2019	9,773.51	03/01/2019
100-535321-234 STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401755621	01/23/2019	1,573.97	03/01/2019
100-535321-234 STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401757358	01/24/2019	7,875.64	03/01/2019
100-535321-234 STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401758982	01/25/2019	7,955.17	03/01/2019
100-535321-234 STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT DPW DELIVERY	5401771181	02/05/2019	1,574.69	03/01/2019
Total 100535321234:					28,752.98	
<b>100535321298</b>						
100-535321-298 STREETS - CONTRACT SER	AUGIE'S EXCAVATING INC	AUGIES EXCAVATING SNOW HAULING	3194	02/07/2019	1,725.00	03/01/2019
100-535321-298 STREETS - CONTRACT SER	GEORGE SCHROEDER TRUCKI	GEORGE SCHROEDER SNOW REMOVAL	519035	02/02/2019	1,150.00	03/01/2019
Total 100535321298:					2,875.00	
<b>100535321310</b>						
100-535321-310 STREETS - OFF SUPP/POS	QUILL CORPORATION	Quill - Office Supplies (split)	4735744	01/31/2019	17.33	03/01/2019
Total 100535321310:					17.33	
<b>100535321350</b>						
100-535321-350 STREETS - REP MAINT SUP	Wholesale Direct, Inc.	DPW - Parts	000237583	02/06/2019	39.82	03/01/2019
Total 100535321350:					39.82	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>10055551157</b>						
100-55551-157 Inservice Training	MIDWEST METER INC	Meter Beacon Training	0108061-IN	01/23/2019	212.50	03/01/2019
Total 10055551157:					212.50	
<b>10055551310</b>						
100-55551-310 PARKS - OFFICE SUPP, PO	QUILL CORPORATION	Quill - Office Supplies (split)	4735744	01/31/2019	17.32	03/01/2019
Total 10055551310:					17.32	
<b>10055551350</b>						
100-55551-350 PARKS - REPAIR/MTCE SUP	Wholesale Direct, Inc.	DPW - Parts	000237583	02/06/2019	39.81	03/01/2019
Total 10055551350:					39.81	
<b>25155511247</b>						
251-55551-247 REPAIR,MAINTENANCE BUI	REINEMANS, INC.	Building Repair Supplies	157369	01/01/2019	9.53	03/01/2019
Total 25155511247:					9.53	
<b>25155511310</b>						
251-55551-310 OFFICE SUPPLIES, POSTA	DEMCO	Tech Services Supplies	6539733	01/01/2019	237.60	03/01/2019
251-55551-310 OFFICE SUPPLIES, POSTA	STAPLES BUSINESS ADVANTA	STAPLES LIBRARY SUPPLIES	8052784074	01/01/2019	53.94	03/01/2019
Total 25155511310:					291.54	
<b>25155511318</b>						
251-55551-318 AUTOMATION	AMAZON.COM/GE MONEY	wireless rechargeable Battery	0119AMAZ3	01/01/2019	16.99	03/01/2019
Total 25155511318:					16.99	
<b>25155511327</b>						
251-55551-327 MATERIALS	BAKER & TAYLOR	Children's Material	2034292413	01/01/2019	782.37	03/01/2019
251-55551-327 MATERIALS	BAKER & TAYLOR	Library Materials	2034292675	01/01/2019	3,739.11	03/01/2019
251-55551-327 MATERIALS	BAKER & TAYLOR ENTERTAIN	Cd'S	H23052320	01/01/2019	118.65	03/01/2019
251-55551-327 MATERIALS	BAKER & TAYLOR ENTERTAIN	DVD's	H25086630	01/01/2019	750.89	03/01/2019
251-55551-327 MATERIALS	CENTER POINT LARGE PRINT	Large Print Material	1657530	01/01/2019	340.44	03/01/2019
251-55551-327 MATERIALS	BOOKPAGE	BOOK PAGE SUBSCRIPTION RENEWAL	539695	01/01/2019	348.00	03/01/2019
251-55551-327 MATERIALS	LOOKOUT BOOKS	Childrens Materials	ARU0276367	01/01/2019	232.56	03/01/2019
251-55551-327 MATERIALS	SMART APPLE MEDIA	Smart Apple Media Juvenile Materials	ARU0276335	01/01/2019	979.38	03/01/2019
251-55551-327 MATERIALS	BAKER & TAYLOR - AUDIOBOO	Audiobooks	2034227494	01/01/2019	38.91	03/01/2019
Total 25155511327:					7,330.31	
<b>25155511330</b>						
251-55551-330 INSERVICE TRAINING/TRAV	LEBAK, BARBARA	Reimbursement- Mileage	FEB 2019	02/28/2019	24.24	03/01/2019
Total 25155511330:					24.24	
<b>25155511345</b>						
251-55551-345 PROGRAMS	AMAZON.COM/GE MONEY	Childrens Program Supplies	0119AMAZ1	01/01/2019	141.79	03/01/2019
251-55551-345 PROGRAMS	LEBAK, BARBARA	Reimbursements-Supplies	FEB 2019	02/28/2019	80.00	03/01/2019
Total 25155511345:					221.79	
<b>465525211805</b>						
465-52521-805 POLICE CAPITAL OUTLAY V	TKK ELECTRONICS	TOUGHBOOK 31	140030	02/07/2019	4,395.00	03/01/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 465525211805:					4,395.00	
<b>621575740220</b>						
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	0469-455-267	0469455267JAN19	02/19/2019	175.32 03/01/2019
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	3602-583-285	3602583285FEB19	02/20/2019	34.25 03/01/2019
621-575740-220	WWTP-ELECTRIC	WE ENERGIES	8098-971-449	8098971449JAN19	02/13/2019	45.79 03/01/2019
Total 621575740220:					255.36	
<b>621575740248</b>						
621-575740-248	PLANT OPERATION	ENERGENECS, INC.	labor - Flow Meter Calibrations	0037403-IN	01/31/2019	706.25 03/01/2019
Total 621575740248:					706.25	
<b>621575740310</b>						
621-575740-310	OFFICE SUPPLIES, POSTA	PETTY CASH WWTP	PETTY CASH WWTP POST OFFICE	2019FEB	02/01/2019	6.75 03/01/2019
621-575740-310	OFFICE SUPPLIES, POSTA	QUILL CORPORATION	Quill - Office Supplies (split)	4735744	01/31/2019	17.33 03/01/2019
621-575740-310	OFFICE SUPPLIES, POSTA	UPS	Wet Testing -Next Day Air	00009WE126069	02/09/2019	590.47 03/01/2019
621-575740-310	OFFICE SUPPLIES, POSTA	TIME WARNER CABLE	Time Warner WWTP Acct # 702658601	702658601021819	02/18/2019	124.94 03/01/2019
621-575740-310	OFFICE SUPPLIES, POSTA	CANON SOLUTIONS AMERICA,	Copier - WWTP Serial FRU35325	4028338895	02/01/2019	207.27 03/01/2019
Total 621575740310:					946.76	
<b>621575740330</b>						
621-575740-330	SEWER - INSRVC TRNG & T	MIDWEST METER INC	Meter Beacon Training	0108061-IN	01/23/2019	212.50 03/01/2019
Total 621575740330:					212.50	
<b>621575740371</b>						
621-575740-371	REG/PERMITS/OUTSIDE TE	NORTHERN LAKE SERVICE, IN	NORTHERN LAKE SERVICE TESTING	349840	02/03/2019	133.50 03/01/2019
Total 621575740371:					133.50	
<b>622506530000</b>						
622-506530-000	METERS, REPAIRS & TESTI	BADGER METER, INC.	Beacon Monthly MBL Hosting Serv	80029598	01/30/2019	191.40 03/01/2019
Total 622506530000:					191.40	
<b>622509210000</b>						
622-509210-000	OFFICE SUPPLY	TIME WARNER CABLE	Time Warner WWTP Acct # 715297601	715297601021619	02/16/2019	125.40 03/01/2019
Total 622509210000:					125.40	
<b>622509230000</b>						
622-509230-000	OUTSIDE SERVICES	CORRPRO COMPANIES, INC	Inspection Service	539032	01/23/2019	2,320.00 03/01/2019
Total 622509230000:					2,320.00	
<b>622509260000</b>						
622-509260-000	EMPLOYEE REIMBURSEME	MIDWEST METER INC	Meter Beacon Training	0108061-IN	01/23/2019	212.50 03/01/2019
Total 622509260000:					212.50	
<b>622509300000</b>						
622-509300-000	MISCELLANEOUS-SUPPLIE	WI RURAL WATER ASSOCIATIO	System Membership Renewal 2019	S3300	02/01/2019	585.00 03/01/2019
Total 622509300000:					585.00	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>622509330000</b>						
622-509330-000	TRANSPORTATION-SUPPLI	CHICO'S, LLC	Truck #23 Deflector Kit	6732	02/07/2019	356.95
Total 622509330000:					356.95	
<b>623575740242</b>						
623-575740-242	REPAIR,MAINTENANCE EQ	WI DEPT OF TRANSPORTATIO	State Project No. 3834-02-71	395-0000111669	11/07/2018	666.90
Total 623575740242:					666.90	
<b>623575740298</b>						
623-575740-298	CONTRACT SERVICES	WI DEPT OF TRANSPORTATIO	Project ID 39507514006	395-0000111668	11/07/2018	517.12
Total 623575740298:					517.12	
<b>822555551800</b>						
822-555551-800	DeRozier Fund Expenses	CHRISTMAN, GEORGE	Rekey 3 locks-Senior Center	990115	02/27/2019	94.00
Total 822555551800:					94.00	
<b>864212001</b>						
864-212001	REFUNDS PAYABLE	JHW PROPERTIES LLC	PROPERTY TAX REFUND 2018	165990*	02/25/2019	1,099.32
Total 864212001:					1,099.32	
<b>875232000</b>						
875-232000	MUNICIPAL COURT DEP	GREEN, BREANNA	PAID INCORRECT MUNICIPALITY	BB430348-2	02/26/2019	120.80
Total 875232000:					120.80	
Grand Totals:					60,925.18	

Dated: \_\_\_\_\_

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>100444411000</b>						
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Jail Assessment	2019FEB	03/01/2019	1,471.58	03/08/2019
100-444411-000 COURT FINES & COSTS	RACINE COUNTY TREASURER	Racine Co Surcharge	2019FEB	03/01/2019	885.25	03/08/2019
100-444411-000 COURT FINES & COSTS	ST OF WISC CONTROLLER'S O	ST OF WI CONTROLLER OFFICE FEB	2019FEB	03/01/2019	6,034.67	03/08/2019
Total 100444411000:					8,391.50	
<b>100454521001</b>						
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Taylor, Kelly M Report: 19-2233	19-2233	03/04/2019	500.00	03/08/2019
100-454521-001 BOND FEES	RACINE COUNTY CLERK OF C	Herwick, Donald F Report: 19-2285	19-2285	03/06/2019	500.00	03/08/2019
Total 100454521001:					1,000.00	
<b>100515131310</b>						
100-515131-310 MAYOR-OFFICE SUPPLIES-	DINERS CLUB COMMERCIAL	Chocolate-Council Meeting	5799 02/19	02/28/2019	35.82	03/08/2019
Total 100515131310:					35.82	
<b>100515132220</b>						
100-515132-220 ADMIN - UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004FEB19	02/27/2019	707.66	03/08/2019
Total 100515132220:					707.66	
<b>100515132225</b>						
100-515132-225 ADMIN - TELEPHONE	AT & T	171-798-6300 001 (split)	0805285401	02/19/2019	333.66	03/08/2019
100-515132-225 ADMIN - TELEPHONE	AT & T	057 736 7870 001	26276713890219	02/21/2019	49.65	03/08/2019
100-515132-225 ADMIN - TELEPHONE	VERIZON WIRELESS	VERIZON ADMIN 286396851-00001	9824775955	02/23/2019	46.53	03/08/2019
Total 100515132225:					429.84	
<b>100515132241</b>						
100-515132-241 ADMIN - REP & MAINT IT	DIGICORP	Email Filtering-(split)	327113	02/16/2019	30.75	03/08/2019
Total 100515132241:					30.75	
<b>100515132310</b>						
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	EIG* Constant Contract (ongoing)	5799 02/19	02/28/2019	5.00	03/08/2019
Total 100515132310:					5.00	
<b>100515132399</b>						
100-515132-399 ADMIN - SUNDRY EXPENSE	DINERS CLUB COMMERCIAL	Walmart	5815 02/19	02/28/2019	91.70	03/08/2019
Total 100515132399:					91.70	
<b>100515140324</b>						
100-515140-324 CLERK - MEMBERSHIP DU	DINERS CLUB COMMERCIAL	WMCA Renewal-Halbach	5914 02/19	02/28/2019	65.00	03/08/2019
Total 100515140324:					65.00	
<b>100515140330</b>						
100-515140-330 CLERK - TRAINING & TRAV	DINERS CLUB COMMERCIAL	WMCA District Meeting-Halbach/Solofra	5914 02/19	02/28/2019	70.00	03/08/2019
Total 100515140330:					70.00	
<b>100515141213</b>						
100-515141-213 FINANCE - ACCTING AND A	SITZBERGER & COMPANY, S.C.	Interim Billing (split)	89878	02/28/2019	7,500.00	03/08/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100515141213:					7,500.00	
<b>100515141220</b>						
100-515141-220 FINANCE - UTILITY SERVIC	WE ENERGIES	5843-033-004 (split)	5843033004FEB19	02/27/2019	429.65	03/08/2019
Total 100515141220:					429.65	
<b>100515141225</b>						
100-515141-225 FINANCE - TELEPHONE	AT & T	171-798-6300 001 (split)	0805285401	02/19/2019	200.20	03/08/2019
100-515141-225 FINANCE - TELEPHONE	VERIZON WIRELESS	VERIZON FINANCE 286396851-00001	9824775955	02/23/2019	46.58	03/08/2019
Total 100515141225:					246.78	
<b>100515141241</b>						
100-515141-241 FINANCE - REP & MAINT IT	DIGICORP	Email Filtering-(split)	327113	02/16/2019	30.75	03/08/2019
Total 100515141241:					30.75	
<b>100515141310</b>						
100-515141-310 FINANCE - OFFICE SUPP/P	DINERS CLUB COMMERCIAL	Walmart	5815 02/19	02/28/2019	37.60	03/08/2019
100-515141-310 FINANCE - OFFICE SUPP/P	DINERS CLUB COMMERCIAL	Power Adapter USB Port	5864 02/19	02/28/2019	16.95	03/08/2019
Total 100515141310:					54.55	
<b>100515141330</b>						
100-515141-330 FINANCE - TRAVEL	DINERS CLUB COMMERCIAL	Kalahari Resort	5864 02/19	02/28/2019	91.26	03/08/2019
100-515141-330 FINANCE - TRAVEL	DEQUAKER, STEVE	Reimbursement - Mileage	022719	02/27/2019	19.72	03/08/2019
Total 100515141330:					110.98	
<b>100515142310</b>						
100-515142-310 ELECTIONS - OPERATION S	DINERS CLUB COMMERCIAL	Voter Stickers	5799 02/19	02/28/2019	23.98	03/08/2019
100-515142-310 ELECTIONS - OPERATION S	DINERS CLUB COMMERCIAL	Election Inspector Dinner	5914 02/19	02/28/2019	29.57	03/08/2019
Total 100515142310:					53.55	
<b>100515181247</b>						
100-515181-247 HR-Repairs & Maint Compute	DINERS CLUB COMMERCIAL	ID Cards	5864 02/19	02/28/2019	390.66	03/08/2019
Total 100515181247:					390.66	
<b>100515181298</b>						
100-515181-298 HR-Contract Services	DINERS CLUB COMMERCIAL	ID Cards	5864 02/19	02/28/2019	390.66	03/08/2019
Total 100515181298:					390.66	
<b>100515181310</b>						
100-515181-310 HR-Office Supplies/Postage	DINERS CLUB COMMERCIAL	Interfax	5864 02/19	02/28/2019	84.00	03/08/2019
Total 100515181310:					84.00	
<b>100515181311</b>						
100-515181-311 HR-Computer Software Maint	DINERS CLUB COMMERCIAL	ID Cards	5864 02/19	02/28/2019	390.67	03/08/2019
Total 100515181311:					390.67	
<b>100525211225</b>						
100-525211-225 POLICE - TELEPHONE	AT & T	171-798-6300 001 (split)	0805285401	02/19/2019	533.85	03/08/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100-525211-225 POLICE - TELEPHONE	AT & T	831-000-7991 401	99076676401	02/11/2019	1,214.70	03/08/2019
100-525211-225 POLICE - TELEPHONE	VERIZON WIRELESS	VERIZON POLICE 286396851-00001	9824775955	02/23/2019	548.02	03/08/2019
100-525211-225 POLICE - TELEPHONE	BCN TELECOM, INC	PW200047 - Intoxilyzer Line	22679487	02/15/2019	91.21	03/08/2019
Total 100525211225:					2,387.78	
<b>100525211239</b>						
100-525211-239 POLICE - EQUIPMENT NON	STREICHER'S	Supplies	11352707	02/12/2019	53.00	03/08/2019
Total 100525211239:					53.00	
<b>100525211241</b>						
100-525211-241 POLICE - REP & MAINT IT	DIGICORP	Email Filtering-(split)	327113	02/16/2019	30.75	03/08/2019
Total 100525211241:					30.75	
<b>100525211310</b>						
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Richters	2208 02/19	02/28/2019	52.55	03/08/2019
Total 100525211310:					52.55	
<b>100525211324</b>						
100-525211-324 POLICE - PUBL,SUBSCRIPT	RA CO LAW ENFORCEMENT AS	RA CO LAW ENFORCEMENT ASSOCIATION	2019-009	02/14/2019	120.00	03/08/2019
Total 100525211324:					120.00	
<b>100525211330</b>						
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	EB Operations	2208 02/19	02/28/2019	49.00	03/08/2019
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Kalahari Resort	5781 02/19	02/28/2019	476.08	03/08/2019
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Chiefs Conf-Meal	5781 02/19	02/28/2019	250.00	03/08/2019
100-525211-330 POLICE - TRAVEL	STREICHER'S	Supplies	11352879	02/13/2019	66.96	03/08/2019
100-525211-330 POLICE - TRAVEL	BARROWS, MATT	CLOTHS-TASER TRAINING	030119	03/01/2019	141.86	03/08/2019
Total 100525211330:					983.90	
<b>100525211381</b>						
100-525211-381 POLICE - INVESTIGATIONS	AMAZON CAPITAL SERVICES, I	Desk Organizer	1YG4-43L7-RYL4	02/26/2019	139.96	03/08/2019
Total 100525211381:					139.96	
<b>100525220159</b>						
100-525220-159 FIRE - CLOTHING ALLOWA	DINERS CLUB COMMERCIAL	IdentiFire	8038 02/19	02/28/2019	619.39	03/08/2019
100-525220-159 FIRE - CLOTHING ALLOWA	DINERS CLUB COMMERCIAL	EmbroidMe-T-shirts	8038 02/19	02/28/2019	44.71	03/08/2019
Total 100525220159:					664.10	
<b>100525220225</b>						
100-525220-225 FIRE - TELEPHONE	VERIZON WIRELESS	VERIZON FIRE 286396851-00001	9824775955	02/23/2019	95.24	03/08/2019
Total 100525220225:					95.24	
<b>100525220242</b>						
100-525220-242 FIRE - REPAIR & MAINT VE	5 ALARM	#925 Roof Hooks	022619	02/16/2019	250.00	03/08/2019
Total 100525220242:					250.00	
<b>100525220244</b>						
100-525220-244 FIRE - REPAIR MAINT EQUI	DINERS CLUB COMMERCIAL	Reflective Tape	8038 02/19	02/28/2019	82.30	03/08/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 100525220244:					82.30	
<b>100525220248</b>						
100-525220-248	FIRE - REPAIR MAINT BLDG	DINERS CLUB COMMERCIAL	Hose Reel	8038 02/19	02/28/2019	153.95 03/08/2019
Total 100525220248:					153.95	
<b>100525220389</b>						
100-525220-389	FIRE - PROTECTIVE CLOTH	DINERS CLUB COMMERCIAL	Face Mask Nameplate	8038 02/19	02/28/2019	13.99 03/08/2019
100-525220-389	FIRE - PROTECTIVE CLOTH	5 ALARM	helmets	184168-1	02/22/2019	602.00 03/08/2019
100-525220-389	FIRE - PROTECTIVE CLOTH	5 ALARM	5 Alarm Fire & Safety - Supplies	184801-1	02/21/2019	500.00 03/08/2019
Total 100525220389:					1,115.99	
<b>100525231220</b>						
100-525231-220	BLDG INSP UTILITIES	WE ENERGIES	5843-033-004 (split)	5843033004FEB19	02/27/2019	126.36 03/08/2019
Total 100525231220:					126.36	
<b>100525231225</b>						
100-525231-225	BLDG INSP - TELEPHONE	VERIZON WIRELESS	VERIZON FINANCE 286396851-00001	9824775955	02/23/2019	15.00 03/08/2019
Total 100525231225:					15.00	
<b>100535321220</b>						
100-535321-220	STREETS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345EB19	02/26/2019	719.91 03/08/2019
100-535321-220	STREETS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671FEB19	02/25/2019	523.23 03/08/2019
Total 100535321220:					1,243.14	
<b>100535321225</b>						
100-535321-225	STREETS - TELEPHONE	VERIZON WIRELESS	VERIZON STREET 286396851-00001	9824775955	02/23/2019	81.23 03/08/2019
Total 100535321225:					81.23	
<b>100535321234</b>						
100-535321-234	STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT SALT SHIPMENT	5401774257	02/08/2019	4,893.99 03/08/2019
100-535321-234	STREETS - SALT AND SAND	MORTON SALT, INC	MORTON SALT SALT SHIPMENT	5401775821	02/08/2019	3,246.27 03/08/2019
Total 100535321234:					8,140.26	
<b>100535321248</b>						
100-535321-248	STREETS REP & MAINT BL	CHICO'S, LLC	salt Spreader	7093	02/19/2019	226.00 03/08/2019
Total 100535321248:					226.00	
<b>100535321261</b>						
100-535321-261	STREETS - LIGHTING	WE ENERGIES	0455-414-409	0455414409FEB19	02/20/2019	214.55 03/08/2019
100-535321-261	STREETS - LIGHTING	WE ENERGIES	0818-594-802	0818594802FEB19	02/26/2019	15.71 03/08/2019
100-535321-261	STREETS - LIGHTING	WE ENERGIES	0819-473-268	0819473268FEB19	02/26/2019	109.06 03/08/2019
100-535321-261	STREETS - LIGHTING	WE ENERGIES	0838-352-542	0838352542FEB19	02/25/2019	45.68 03/08/2019
100-535321-261	STREETS - LIGHTING	WE ENERGIES	0850-628-152	0850628152FEB19	02/25/2019	281.75 03/08/2019
100-535321-261	STREETS - LIGHTING	WE ENERGIES	2023-503-060	2023503060FEB19	02/26/2019	151.00 03/08/2019
100-535321-261	STREETS - LIGHTING	WE ENERGIES	4404-149-064	4404149064FEB19	02/20/2019	51.94 03/08/2019
100-535321-261	STREETS - LIGHTING	WE ENERGIES	4432-157-647	4432157647FEB19	02/28/2019	18,652.39 03/08/2019
100-535321-261	STREETS - LIGHTING	WE ENERGIES	5043-084-318	5043084318FEB19	02/22/2019	48.48 03/08/2019
100-535321-261	STREETS - LIGHTING	WE ENERGIES	5406-087-899	5406087899FEB19	02/20/2019	113.79 03/08/2019
100-535321-261	STREETS - LIGHTING	WE ENERGIES	5459-100-732	5459100732FEB19	02/27/2019	355.19 03/08/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5465-979-181	5465979181FEB19	02/22/2019	73.07	03/08/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5644-617-733	5644617733FEB19	02/26/2019	133.93	03/08/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	5695-147-539	5695147539FEB19	02/26/2019	395.90	03/08/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	6893-002-943	6893002943FEB19	02/24/2019	16.80	03/08/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7245-068-041	7245068041FEB19	02/27/2019	206.89	03/08/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7255-756-558	7255756558FEB19	02/21/2019	20.98	03/08/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	7467-500-426	7467500426FEB19	02/27/2019	241.69	03/08/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	8499-073-119	8499073119FEB19	02/27/2019	219.79	03/08/2019
100-535321-261 STREETS - LIGHTING	WE ENERGIES	9418-285-345	9418285345FEB19	02/27/2019	97.39	03/08/2019
Total 100535321261:					21,445.98	
<b>100535321354</b>						
100-535321-354 STREETS-PARKNG STRUC	WE ENERGIES	7082-958-528	7082958528FEB19	02/27/2019	557.09	03/08/2019
Total 100535321354:					557.09	
<b>10055551220</b>						
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0435-566-939	0435566939FEB19	02/20/2019	34.71	03/08/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1269-762-568	1269762568FEB19	02/26/2019	33.31	03/08/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	1638-891-345 (split)	1638891345FEB19	02/26/2019	359.96	03/08/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	2428-946-714	2428946714FEB19	02/27/2019	816.71	03/08/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	3698-542-543	3698542543FEB19	02/27/2019	15.71	03/08/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6211-699-899	6211699899FEB19	02/26/2019	65.28	03/08/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	6895-338-188	6895338188FEB19	02/27/2019	129.64	03/08/2019
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8430-081-671 (split)	8430081671FEB19	02/25/2019	261.61	03/08/2019
Total 10055551220:					1,716.93	
<b>10055551248</b>						
100-555551-248 PARKS - REPAIR MAINT BL	CHICO'S, LLC	salt Spreader	7093	02/19/2019	226.00	03/08/2019
Total 10055551248:					226.00	
<b>10055551350</b>						
100-555551-350 PARKS - REPAIR/MTCE SUP	DINERS CLUB COMMERCIAL	Baby Changing Table	3596 02/19	02/28/2019	303.38	03/08/2019
Total 10055551350:					303.38	
<b>100565643399</b>						
100-565643-399 Town Annexation RevenueSh	TOWN OF BURLINGTON	TOWN OF BURLINGTON REVENUE SHARING	2018	03/06/2019	412.17	03/08/2019
100-565643-399 Town Annexation RevenueSh	TOWN OF LYONS	Revenue Share PID: N LY1000001A	2018	03/06/2019	111.49	03/08/2019
Total 100565643399:					523.66	
<b>251555511220</b>						
251-555511-220 UTILITIES	WE ENERGIES	0810-148-657	0810148657FEB19	02/27/2019	955.36	03/08/2019
251-555511-220 UTILITIES	WE ENERGIES	5852-857-487	5852857487FEB19	02/25/2019	748.92	03/08/2019
Total 251555511220:					1,704.28	
<b>251555511225</b>						
251-555511-225 TELEPHONE	DINERS CLUB COMMERCIAL	Google (ongoing)	3031 02/19	02/28/2019	62.50	03/08/2019
251-555511-225 TELEPHONE	AT & T	171-798-6300 001 (split)	0805285401	02/19/2019	266.93	03/08/2019
Total 251555511225:					329.43	
<b>251555511247</b>						
251-555511-247 REPAIR,MAINTENANCE BUI	RUNDLE-SPENCE	Toilet Repairs	S2737911.001	02/20/2019	25.46	03/08/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
251-555511-247 REPAIR,MAINTENANCE BUI	B. SCHNEIDER ELECTRIC, INC	Library - Electrical Work	12543	02/26/2019	332.44	03/08/2019
Total 251555511247:					357.90	
<b>251555511310</b>						
251-555511-310 OFFICE SUPPLIES, POSTA	DINERS CLUB COMMERCIAL	Display2GO	6861 02/19	02/28/2019	39.56	03/08/2019
Total 251555511310:					39.56	
<b>251555511327</b>						
251-555511-327 MATERIALS	WT COX SUBSCRIPTIONS	WT Cox Magazine Renewals	3059560	01/28/2019	2,437.40	03/08/2019
Total 251555511327:					2,437.40	
<b>251555511345</b>						
251-555511-345 PROGRAMS	SCHMIDT, JANE	Reimbursement - Library Crafts	022719	02/27/2019	31.44	03/08/2019
Total 251555511345:					31.44	
<b>621575740220</b>						
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	0225-428-357 (split)	0225428357FEB19	02/28/2019	294.09	03/08/2019
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	1887-026-576	1887026576FEB19	02/22/2019	15,797.86	03/08/2019
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4847-248-215	4847248215FEB19	02/25/2019	237.27	03/08/2019
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	4897-650-087	4897650087FEB19	02/25/2019	67.17	03/08/2019
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6212-377-525	6212377525FEB19	02/26/2019	3,867.03	03/08/2019
Total 621575740220:					20,263.42	
<b>621575740222</b>						
621-575740-222 GAS	WE ENERGIES	0225-428-357 (split)	0225428357FEB19	02/28/2019	9.57	03/08/2019
621-575740-222 GAS	WE ENERGIES	0862-239-067	0862239067FEB19	02/25/2019	5,418.87	03/08/2019
621-575740-222 GAS	WE ENERGIES	2663-378-614	2663378614FEB19	02/25/2019	524.09	03/08/2019
621-575740-222 GAS	WE ENERGIES	3646-902-199	3646902199FEB19	02/25/2019	226.93	03/08/2019
Total 621575740222:					6,179.46	
<b>621575740225</b>						
621-575740-225 TELEPHONE	VERIZON WIRELESS	VERIZON WWTP 286396851-00001	9824775955	02/23/2019	27.65	03/08/2019
Total 621575740225:					27.65	
<b>621575740241</b>						
621-575740-241 REPAIRS & MAINT IT	DIGICORP	Email Filtering-(split)	327113	02/16/2019	15.38	03/08/2019
Total 621575740241:					15.38	
<b>621575740244</b>						
621-575740-244 REPAIRS,MAINT EQUIPMEN	RUNDLE-SPENCE	Toilet Repairs	S2737911.001	02/20/2019	59.34	03/08/2019
621-575740-244 REPAIRS,MAINT EQUIPMEN	BLUETARP FINANCIAL	Renewed 1 Year - Northern Tool & Equipment	42080188	02/17/2019	39.99	03/08/2019
Total 621575740244:					99.33	
<b>621575740249</b>						
621-575740-249 LABORATORY	CULLIGAN OF BURLINGTON	Acct. No. 500-08487456-8	2019MARWWTP	02/28/2019	42.25	03/08/2019
Total 621575740249:					42.25	
<b>621575740298</b>						
621-575740-298 CONTRACT SERVICE	SITZBERGER & COMPANY, S.C.	Interim Billing (split)	89878	02/28/2019	3,750.00	03/08/2019

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
Total 621575740298:					3,750.00	
<b>621575740310</b>						
621-575740-310 OFFICE SUPPLIES, POSTA	UPS	Wet Testing -Next Day Air	00009WE126079	02/16/2019	150.95	03/08/2019
Total 621575740310:					150.95	
<b>621575740330</b>						
621-575740-330 SEWER - INSRVC TRNG & T	DINERS CLUB COMMERCIAL	Fox River Summit Tickets	5849 02/19	02/28/2019	120.00	03/08/2019
621-575740-330 SEWER - INSRVC TRNG & T	WI DNR-OPERATOR CERTIFICA	WI DNR-WASTEWATER EXAM	030419 EM	03/04/2019	50.00	03/08/2019
Total 621575740330:					170.00	
<b>622506220000</b>						
622-506220-000 POWER	WE ENERGIES	0882-547-355 (split)	0882547355FEB19	02/25/2019	3,116.14	03/08/2019
622-506220-000 POWER	WE ENERGIES	3267-293-366	3267293366FEB19	02/25/2019	810.79	03/08/2019
622-506220-000 POWER	WE ENERGIES	3457-108-505	3457108505FEB19	02/27/2019	4,011.47	03/08/2019
622-506220-000 POWER	WE ENERGIES	6271-254-861 (split)	6271254861FEB19	02/26/2019	1,812.45	03/08/2019
622-506220-000 POWER	WE ENERGIES	7255-465-187	7255465187FEB19	02/25/2019	145.89	03/08/2019
622-506220-000 POWER	WE ENERGIES	8682-353-384 (split)	8682353384FEB19	02/27/2019	2,910.75	03/08/2019
Total 622506220000:					12,807.49	
<b>622506230000</b>						
622-506230-000 SUPPLIES	WE ENERGIES	0882-547-355 (split)	0882547355FEB19	02/25/2019	213.24	03/08/2019
622-506230-000 SUPPLIES	WE ENERGIES	1438-804-919	1438804919FEB19	02/27/2019	36.51	03/08/2019
622-506230-000 SUPPLIES	WE ENERGIES	6271-254-861 (split)	6271254861FEB19	02/26/2019	119.15	03/08/2019
622-506230-000 SUPPLIES	WE ENERGIES	6499-874-589	6499874589FEB19	02/25/2019	111.39	03/08/2019
622-506230-000 SUPPLIES	WE ENERGIES	8682-353-384 (split)	8682353384FEB19	02/27/2019	98.54	03/08/2019
622-506230-000 SUPPLIES	WE ENERGIES	9259-879-303	9259879303FEB19	02/26/2019	43.00	03/08/2019
Total 622506230000:					621.83	
<b>622506320000</b>						
622-506320-000 OPERATION SUPLIES, EXP	NORMAN EQUIPMENT COMPA	HMO TREATMENT-VALVES	934634452	02/15/2019	1,908.13	03/08/2019
Total 622506320000:					1,908.13	
<b>622509230000</b>						
622-509230-000 OUTSIDE SERVICES	DIGICORP	Email Filtering-(split)	327113	02/16/2019	15.37	03/08/2019
622-509230-000 OUTSIDE SERVICES	SITZBERGER & COMPANY, S.C.	Interim Billing (split)	89878	02/28/2019	3,750.00	03/08/2019
Total 622509230000:					3,765.37	
<b>622509260000</b>						
622-509260-000 EMPLOYEE REIMBURSEME	DINERS CLUB COMMERCIAL	Wisconsin Contractors	5831 02/19	02/28/2019	60.00	03/08/2019
Total 622509260000:					60.00	
<b>622509350000</b>						
622-509350-000 GENERAL PLANT-SUPPLIE	CHICO'S, LLC	spreader	7093	02/19/2019	266.00	03/08/2019
622-509350-000 GENERAL PLANT-SUPPLIE	RUNDLE-SPENCE	Toilet Repairs	S2737911.001	02/20/2019	118.68	03/08/2019
622-509350-000 GENERAL PLANT-SUPPLIE	WE ENERGIES	1638-891-345 (split)	1638891345FEB19	02/26/2019	719.91	03/08/2019
622-509350-000 GENERAL PLANT-SUPPLIE	WE ENERGIES	8430-081-671 (split)	8430081671FEB19	02/25/2019	523.23	03/08/2019
Total 622509350000:					1,627.82	

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid
<b>623575740200</b>						
623-575740-200 FUEL FOR RESALE	ASCENT AVIATION GROUP, INC	JET A	592370	03/05/2019	19,407.93	03/08/2019
Total 623575740200:					19,407.93	
<b>623575740225</b>						
623-575740-225 TELEPHONE	AT & T	262-757-0907 307 4	262757090702 201	02/25/2019	153.90	03/08/2019
Total 623575740225:					153.90	
<b>802484840000</b>						
802-484840-000 K-NINE UNIT	AMAZON CAPITAL SERVICES, I	Pet Rescue Mask	1PR3-41NQ-W73L	02/22/2019	40.00	03/08/2019
Total 802484840000:					40.00	
<b>802525211310</b>						
802-525211-310 SUPPLIES FOR DOG/K-9 Uni	DINERS CLUB COMMERCIAL	Canine Legal Update	2208 02/19	02/28/2019	50.00	03/08/2019
Total 802525211310:					50.00	
<b>875232000</b>						
875-232000 MUNICIPAL COURT DEP	NELSON, SHANNON	RESTITUTION DQ80F8QZ6T	DQ80F8QZ6T MAR	03/01/2019	84.75	03/08/2019
875-232000 MUNICIPAL COURT DEP	BYBEE, KYLE	RESTITUTION-DQ80DJJBLV	DQ80BJJBLV	03/04/2019	97.50	03/08/2019
Total 875232000:					182.25	
Grand Totals:					137,467.24	

Dated: \_\_\_\_\_

Motion for Approval by: \_\_\_\_\_

Motion Seconded by: \_\_\_\_\_

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>03/19/2019</b>								
<b>ACL LABORATORIES (5907)</b>								
<b>X661-201902-0</b>								
X661-201902-0	1	Invoice	ACL LAB 30002225-X661 POLICE DEP	03/01/2019	03/19/2019	42.63	03/19	100-525211-381
Total X661-201902-0:						42.63		
<b>ACS INDUSTRIES, INC (9718)</b>								
<b>73586</b>								
73586	1	Invoice	LOADER COUPLER	02/25/2019	03/19/2019	541.76	03/19	100-535321-244
73586	2	Invoice	LOADER COUPLER	02/25/2019	03/19/2019	541.75	03/19	100-555551-244
Total 73586:						1,083.51		
<b>AIR ONE EQUIPMENT, INC (8975)</b>								
<b>141481</b>								
141481	1	Invoice	#925 Strut Bracket	03/04/2019	03/19/2019	261.75	03/19	100-525220-242
Total 141481:						261.75		
<b>ALSCO (117)</b>								
<b>IMIL1418868</b>								
IMIL1418868	1	Invoice	ALSCO WWTP (split) Cust # 012230	02/20/2019	03/19/2019	104.10	03/19	621-575740-159
IMIL1418868	2	Invoice	ALSCO WWTP (split) Cust # 012230	02/20/2019	03/19/2019	13.44	03/19	621-575740-244
Total IMIL1418868:						117.54		
<b>IMIL1421200</b>								
IMIL1421200	1	Invoice	ALSCO DPW (split) Customer # 074780	02/27/2019	03/19/2019	2.97	03/19	100-515132-310
IMIL1421200	2	Invoice	ALSCO DPW (split) Customer # 074780	02/27/2019	03/19/2019	34.69	03/19	100-535321-159
IMIL1421200	3	Invoice	ALSCO DPW (split) Customer # 074780	02/27/2019	03/19/2019	34.69	03/19	100-555551-159
Total IMIL1421200:						72.35		
<b>IMIL1421201</b>								
IMIL1421201	1	Invoice	ALSCO DPW - Water Customer #025570	02/27/2019	03/19/2019	34.70	03/19	622-509030-000
Total IMIL1421201:						34.70		
<b>IMIL1421202</b>								
IMIL1421202	1	Invoice	ALSCO WWTP (split) Cust # 012230	02/27/2019	03/19/2019	71.87	03/19	621-575740-159
IMIL1421202	2	Invoice	ALSCO WWTP (split) Cust # 012230	02/27/2019	03/19/2019	13.44	03/19	621-575740-244
Total IMIL1421202:						85.31		
<b>IMIL1421203</b>								
IMIL1421203	1	Invoice	ALSCO WWTP Cust # 012231 (split)	02/27/2019	03/19/2019	134.97	03/19	621-575740-244
IMIL1421203	2	Invoice	ALSCO WWTP Cust # 012231 (split)	02/27/2019	03/19/2019	94.35	03/19	621-575740-249
Total IMIL1421203:						229.32		
<b>IMIL1423560</b>								
IMIL1423560	1	Invoice	ALSCO DPW - Water Customer #025570	03/06/2019	03/19/2019	36.28	03/19	622-509030-000
Total IMIL1423560:						36.28		
<b>IMIL1423561</b>								
IMIL1423561	1	Invoice	ALSCO WWTP (split) Cust # 012230	03/06/2019	03/19/2019	75.54	03/19	621-575740-159

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
IMIL1423561	2	Invoice	ALSCO WWTP (split) Cust # 012230	03/06/2019	03/19/2019	14.10	03/19	621-575740-244
IMIL1423561	3	Invoice	ALSCO WWTP (split) Cust # 012230	03/06/2019	03/19/2019	102.90	03/19	621-575740-249
Total IMIL1423561:						192.54		
<b>AMAZON.COM/GE MONEY (5630)</b>								
<b>0219AMAZ1</b>								
0219AMAZ1	1	Invoice	Childrens Materials	02/11/2019	03/19/2019	42.96	03/19	251-555511-327
Total 0219AMAZ1:						42.96		
<b>0219AMAZ1B</b>								
0219AMAZ1B	1	Invoice	wireless rechargeable Battery	02/01/2019	03/19/2019	16.99	03/19	251-555511-318
Total 0219AMAZ1B:						16.99		
<b>AUTUMN SUPPLY (1111)</b>								
<b>12615</b>								
12615	1	Invoice	Autumn Supply -Towels	03/01/2019	03/19/2019	76.57	03/19	100-525220-248
Total 12615:						76.57		
<b>BADGER METER, INC. (3568)</b>								
<b>80030641</b>								
80030641	1	Invoice	Beacon Monthly MBL Hosting Serv	02/28/2019	03/19/2019	191.40	03/19	622-506530-000
Total 80030641:						191.40		
<b>BAKER &amp; TAYLOR (300)</b>								
<b>2034335667</b>								
2034335667	1	Invoice	Children's Material	02/01/2019	03/19/2019	698.17	03/19	251-555511-327
Total 2034335667:						698.17		
<b>2034338690</b>								
2034338690	1	Invoice	Library Materials	02/01/2019	03/19/2019	1,640.67	03/19	251-555511-327
Total 2034338690:						1,640.67		
<b>BAKER &amp; TAYLOR ENTERTAINMENT (301)</b>								
<b>H27997220</b>								
H27997220	1	Invoice	DVD's	02/01/2019	03/19/2019	295.01	03/19	251-555511-327
Total H27997220:						295.01		
<b>BIGELOW APPLIANCE SALES, INC. (430)</b>								
<b>060794</b>								
060794	1	Invoice	service call-Fire Dept	02/12/2019	03/19/2019	205.00	03/19	100-525220-248
Total 060794:						205.00		
<b>BJELAJAC, JOHN M (8149)</b>								
<b>16100-084D 8</b>								
16100-084D 8	1	Invoice	Jeff Way-Revocation of CUP	02/28/2019	03/19/2019	225.00	03/19	100-515161-220
Total 16100-084D 8:						225.00		

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>17100-048D 11</b>								
17100-048D 11	1	Invoice	Rick McGaughy Complaint	02/28/2019	03/19/2019	15.00	03/19	100-515161-220
Total 17100-048D 11:						15.00		
<b>17100-081D 18</b>								
17100-081D 18	1	Invoice	Senior Center	02/28/2019	03/19/2019	150.00	03/19	100-515161-220
Total 17100-081D 18:						150.00		
<b>18100-090D 4</b>								
18100-090D 4	1	Invoice	US Cellular Tower	02/28/2019	03/19/2019	120.00	03/19	100-515161-220
Total 18100-090D 4:						120.00		
<b>18100-105D 4</b>								
18100-105D 4	1	Invoice	Church Wall Sign	02/28/2019	03/19/2019	2,505.00	03/19	100-515161-220
Total 18100-105D 4:						2,505.00		
<b>19100-000D 2</b>								
19100-000D 2	1	Invoice	General File - 2019	02/28/2019	03/19/2019	1,740.00	03/19	100-515161-220
Total 19100-000D 2:						1,740.00		
<b>19100-099H 2</b>								
19100-099H 2	1	Invoice	Municipal Court General File - 2019	02/02/2019	03/19/2019	5,805.00	03/19	100-515161-272
Total 19100-099H 2:						5,805.00		
<b>BUMPER TO BUMPER BURLINGTON (5477)</b>								
<b>I-355703</b>								
I-355703	1	Invoice	#905 Bulb	02/14/2019	03/19/2019	23.16	03/19	100-525211-242
Total I-355703:						23.16		
<b>I-355781</b>								
I-355781	1	Invoice	#108/109 Relay	02/15/2019	03/19/2019	12.99	03/19	100-535321-244
I-355781	2	Invoice	#108/109 Relay	02/15/2019	03/19/2019	12.99	03/19	100-555551-244
Total I-355781:						25.98		
<b>I-355846</b>								
I-355846	1	Invoice	Powered Belt	02/18/2019	03/19/2019	15.27	03/19	100-525211-242
Total I-355846:						15.27		
<b>I-355899</b>								
I-355899	1	Invoice	Charger	02/19/2019	03/19/2019	31.23	03/19	100-525211-242
Total I-355899:						31.23		
<b>I-355971</b>								
I-355971	1	Invoice	Peak 50/50 Extention	02/20/2019	03/19/2019	12.99	03/19	100-525211-242
Total I-355971:						12.99		

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
I-356261								
	I-356261	1 Invoice	#951 Battery	02/26/2019	03/19/2019	501.32	03/19	100-525220-242
Total I-356261:						501.32		
<b>I-356496</b>								
	I-356496	1 Invoice	#501 Strap-Gas Tank	03/05/2019	03/19/2019	25.29	03/19	100-535321-242
	I-356496	2 Invoice	#501 Strap-Gas Tank	03/05/2019	03/19/2019	25.28	03/19	100-555551-242
Total I-356496:						50.57		
<b>I-356567</b>								
	I-356567	1 Invoice	#912 Mini Bulb	03/06/2019	03/19/2019	1.78	03/19	100-525220-242
Total I-356567:						1.78		
<b>BURLINGTON DEVELOPMENT GROUP (6280)</b>								
<b>2019MARCH</b>								
	2019MARCH	1 Invoice	TIME WARNER	03/01/2019	03/19/2019	366.84	03/19	623-575740-298
	2019MARCH	2 Invoice	Pat's Sanitary Service	03/01/2019	03/19/2019	35.97	03/19	623-575740-298
	2019MARCH	3 Invoice	Outside Service - Cleaning	03/01/2019	03/19/2019	144.44	03/19	623-575740-298
	2019MARCH	4 Invoice	pest control services	03/01/2019	03/19/2019	55.00	03/19	623-575740-298
	2019MARCH	5 Invoice	ALSCO-Entryway Mats	03/01/2019	03/19/2019	34.89	03/19	623-575740-298
Total 2019MARCH:						637.14		
<b>CARLSON RACINE ROOFING (5343)</b>								
<b>27799</b>								
	27799	1 Invoice	Carlson Racine Roofing Repair Roof-Sen	03/05/2019	03/19/2019	1,011.00	03/19	822-555551-800
Total 27799:						1,011.00		
<b>CENTER POINT LARGE PRINT (1561)</b>								
<b>1665612</b>								
	1665612	1 Invoice	Large Print Material	02/01/2019	03/19/2019	361.53	03/19	251-555511-327
Total 1665612:						361.53		
<b>CERTUS AIRCRAFT, INC (9361)</b>								
<b>091618</b>								
	091618	1 Invoice	EAA Picnic	03/01/2019	03/19/2019	630.20	03/19	623-575740-265
Total 091618:						630.20		
<b>CIVIC SYSTEMS, LLC (7123)</b>								
<b>CVC17717</b>								
	CVC17717	1 Invoice	New Employee Training	02/06/2019	03/19/2019	666.99	03/19	621-575740-330
	CVC17717	2 Invoice	New Employee Training	02/06/2019	03/19/2019	667.00	03/19	622-509260-000
	CVC17717	3 Invoice	New Employee Training	02/06/2019	03/19/2019	666.99	03/19	100-535321-157
	CVC17717	4 Invoice	New Employee Training	02/06/2019	03/19/2019	666.99	03/19	100-555551-157
Total CVC17717:						2,667.97		
<b>Clark's Excavating/Grading &amp; (8627)</b>								
<b>393</b>								
	393	1 Invoice	Quad axle snow removal	02/19/2019	03/19/2019	1,140.00	03/19	100-535321-298

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total 393:						1,140.00		
<b>DONERITE JANITORIAL SERV INC. (5164)</b>								
<b>3318</b>								
	3318	1 Invoice	DONERITE BILLING POLICE	02/19/2019	03/19/2019	600.00	03/19	100-525211-299
Total 3318:						600.00		
<b>ELKHORN CHEMICAL &amp; PACKAGING (1140)</b>								
<b>608734</b>								
	608734	1 Invoice	DPW Supplies (split)	02/28/2019	03/19/2019	43.30	03/19	100-535321-350
	608734	2 Invoice	DPW Supplies (split)	02/28/2019	03/19/2019	43.30	03/19	100-555551-350
Total 608734:						86.60		
<b>ESO SOLUTIONS, INC. (9234)</b>								
<b>INV00015944</b>								
	INV00015944	1 Invoice	Renewal 2019	03/02/2019	03/19/2019	1,345.00	03/19	100-525220-298
Total INV00015944:						1,345.00		
<b>FINDAWAY WORLD LLC (8961)</b>								
<b>278956</b>								
	278956	1 Invoice	5 Playaways	02/01/2019	03/19/2019	360.95	03/19	251-555511-327
Total 278956:						360.95		
<b>GALLS, LLC (1294)</b>								
<b>BC0778407</b>								
	BC0778407	1 Invoice	GALLS INC POLICE DEPT SUPPLIES	02/20/2019	03/19/2019	79.99	03/19	100-525211-159
Total BC0778407:						79.99		
<b>GRAEF (1371)</b>								
<b>0102189</b>								
	0102189	1 Invoice	Project No: 2019-1005.01 Plan Commiss	02/18/2019	03/19/2019	370.42	03/19	100-565641-298
Total 0102189:						370.42		
<b>0102190</b>								
	0102190	1 Invoice	Project No: 2018-1005.02 Historic Preser	02/18/2019	03/19/2019	1,245.92	03/19	100-565641-298
Total 0102190:						1,245.92		
<b>0102191</b>								
	0102191	1 Invoice	Project No: 2018-1005.00	02/18/2019	03/19/2019	211.00	03/19	100-565641-298
Total 0102191:						211.00		
<b>0102192</b>								
	0102192	1 Invoice	Project No: 2018-1005.17 Teut Rd	02/18/2019	03/19/2019	547.00	03/19	100-565641-298
Total 0102192:						547.00		
<b>0102193</b>								
	0102193	1 Invoice	Project No: 2018-1005.22 Schemmer Str	02/18/2019	03/19/2019	687.50	03/19	100-565641-298

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total 0102193:						687.50		
<b>0102200</b>								
0102200	1	Invoice	Project No: 2019-1005.00 Burl Ongoing	02/18/2019	03/19/2019	818.75	03/19	100-565641-298
Total 0102200:						818.75		
<b>GRAY'S INC. (1378)</b>								
<b>35324</b>								
35324	1	Invoice	Gray's DPW plow blades	02/25/2019	03/19/2019	968.00	03/19	100-535321-242
Total 35324:						968.00		
<b>HOERNEL KEY SHOP INC (9350)</b>								
<b>24052</b>								
24052	1	Invoice	Keys-Fire Dept	02/27/2019	03/19/2019	169.50	03/19	100-525220-248
Total 24052:						169.50		
<b>JOHNS DISPOSAL SERVICE INC (8861)</b>								
<b>261456</b>								
261456	1	Invoice	CONTRACTED BILLING/GARBAGE	02/26/2019	03/19/2019	33,180.35	03/19	100-575710-298
261456	2	Invoice	CONTRACTED BILLING/RECYCLE	02/26/2019	03/19/2019	13,076.00	03/19	100-575710-297
Total 261456:						46,256.35		
<b>261808</b>								
261808	1	Invoice	Riverview Manor (split)	02/27/2019	03/19/2019	371.00	03/19	100-575710-298
261808	2	Invoice	Riverview Manor (split)	02/27/2019	03/19/2019	126.19	03/19	100-575710-297
Total 261808:						497.19		
<b>K&amp;M WELDING AND FABRICATING (8926)</b>								
<b>1746</b>								
1746	1	Invoice	#925 Fabrication-Bottom Frame Work	02/22/2019	03/19/2019	595.00	03/19	100-525220-242
Total 1746:						595.00		
<b>KEMIRA WATER SOLUTIONS (1095)</b>								
<b>9017623480</b>								
9017623480	1	Invoice	KEMIRA WWTP FERROUS CHLORIDE	02/21/2019	03/19/2019	1,702.53	03/19	621-575740-253
Total 9017623480:						1,702.53		
<b>KRIETE GROUP (8083)</b>								
<b>174371R</b>								
174371R	1	Invoice	Kriete supplies DPW	02/20/2019	03/19/2019	38.24	03/19	100-535321-242
Total 174371R:						38.24		
<b>LAKESHORE LIBRARY SYSTEM (1718)</b>								
<b>2038LLS</b>								
2038LLS	1	Invoice	materials	02/01/2019	03/19/2019	655.21-	03/19	251-555511-327
Total 2038LLS:						655.21-		

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>2038LLS-A</b>								
2038LLS-A	1	Invoice	Program Fees	02/01/2019	03/19/2019	324.45	03/19	251-555511-345
Total 2038LLS-A:						324.45		
<b>2038LLS-B</b>								
2038LLS-B	1	Invoice	Fines	02/01/2019	03/19/2019	662.10	03/19	251-454572-000
Total 2038LLS-B:						662.10		
<b>2038LLS-C</b>								
2038LLS-C	1	Invoice	Consortium Fees	02/01/2019	03/19/2019	23,852.65	03/19	251-555511-319
Total 2038LLS-C:						23,852.65		
<b>LARK UNIFORM OUTFITTERS (3558)</b>								
<b>284839</b>								
284839	1	Invoice	Lark Uniform - Fire Dept	02/28/2019	03/19/2019	55.95	03/19	100-525220-159
Total 284839:						55.95		
<b>LOIS TIRE SHOP, INC. (1820)</b>								
<b>435676</b>								
435676	1	Invoice	2019 Co Co-Tire Repair	02/25/2019	03/19/2019	30.95	03/19	100-535321-244
435676	2	Invoice	2019 Co Co-Tire Repair	02/25/2019	03/19/2019	30.94	03/19	100-555551-244
Total 435676:						61.89		
<b>LYNCH BURLINGTON (1840)</b>								
<b>125597</b>								
125597	1	Invoice	V51-Wiper Arm	02/26/2019	03/19/2019	16.41	03/19	100-535321-242
125597	2	Invoice	V51-Wiper Arm	02/26/2019	03/19/2019	16.41	03/19	100-555551-242
Total 125597:						32.82		
<b>LYNCH TRUCK CENTER (1841)</b>								
<b>229092</b>								
229092	1	Invoice	#509-Broken Inner Door Handle	02/27/2019	03/19/2019	69.33	03/19	100-535321-242
229092	2	Invoice	#509-Broken Inner Door Handle	02/27/2019	03/19/2019	69.32	03/19	100-555551-242
Total 229092:						138.65		
<b>MALEK &amp; ASSOCIATES CONSULTANTS (7630)</b>								
<b>5940</b>								
5940	1	Invoice	fire alarm control panel review GMX Real	02/27/2019	03/19/2019	352.50	03/19	100-525220-298
Total 5940:						352.50		
<b>Me Bulbs (9719)</b>								
<b>4056933-01</b>								
4056933-01	1	Invoice	7 New Exit Signs	03/01/2019	03/19/2019	276.84	03/19	251-555511-247
Total 4056933-01:						276.84		
<b>MEISNER, GARY (5538)</b>								
<b>2019MARCH</b>								
2019MARCH	1	Invoice	MEISNER AIRPORT MANAGER MAR BI	03/01/2019	03/19/2019	319.30	03/19	623-575740-298

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total 2019MARCH:						319.30		
<b>MENARDS (1951)</b>								
<b>83030</b>								
83030	1	Invoice	1st Stage Drain Replaced	01/11/2019	03/19/2019	104.52	03/19	621-575740-244
Total 83030:						104.52		
<b>83514</b>								
83514	1	Invoice	Supplies-Water	01/17/2019	03/19/2019	23.77	03/19	622-509350-000
Total 83514:						23.77		
<b>84948</b>								
84948	1	Invoice	Supplies-Water	02/04/2019	03/19/2019	22.31	03/19	622-509350-000
84948	2	Invoice	Supplies-Pool	02/04/2019	03/19/2019	142.47	03/19	453-565616-823
Total 84948:						164.78		
<b>85890</b>								
85890	1	Invoice	Supplies-Police Dept	02/15/2019	03/19/2019	29.53	03/19	100-525211-330
Total 85890:						29.53		
<b>86303</b>								
86303	1	Invoice	Supplies-Police Dept	02/20/2019	03/19/2019	62.29	03/19	100-525211-248
Total 86303:						62.29		
<b>86670</b>								
86670	1	Invoice	Supplies-WWTP	02/25/2019	03/19/2019	145.11	03/19	621-575740-244
Total 86670:						145.11		
<b>86895</b>								
86895	1	Invoice	Supplies-Water	02/28/2019	03/19/2019	163.81	03/19	622-506410-000
86895	2	Invoice	Supplies-Water	02/28/2019	03/19/2019	49.83	03/19	622-506250-000
Total 86895:						213.64		
<b>87378</b>								
87378	1	Invoice	Supplies-Fire Dept	03/06/2019	03/19/2019	49.86	03/19	100-525220-248
Total 87378:						49.86		
<b>MIDWEST TAPE, LLC (7607)</b>								
<b>96950538</b>								
96950538	1	Invoice	DVD's	02/01/2019	03/19/2019	226.62	03/19	251-555511-327
Total 96950538:						226.62		
<b>MINUTEMAN PRESS OF BURLINGTON (5906)</b>								
<b>37703</b>								
37703	1	Invoice	envelopes-Police Dept	02/22/2019	03/19/2019	230.42	03/19	100-525211-310
Total 37703:						230.42		

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
37799								
	37799	1 Invoice	Forms-Building Inspector	03/06/2019	03/19/2019	30.03	03/19	100-525231-310
Total 37799:						30.03		
<b>MORTON SALT, INC (2055)</b>								
<b>5401790708</b>								
	5401790708	1 Invoice	MORTON SALT DPW DELIVERY	02/21/2019	03/19/2019	15,161.31	03/19	100-535321-234
Total 5401790708:						15,161.31		
<b>MUNICIPAL SERVICES, LLC (4069)</b>								
<b>201919</b>								
	201919	1 Invoice	MUNICIPAL SERVICES- INSPECTIONS	02/15/2019	03/19/2019	99.75	03/19	100-525231-298
Total 201919:						99.75		
<b>NCL OF WISCONSIN, INC (2180)</b>								
<b>419555</b>								
	419555	1 Invoice	Annual Lab Equipment Calibration	02/22/2019	03/19/2019	700.00	03/19	621-575740-249
Total 419555:						700.00		
<b>Office Copying Equipment, LTD (1216)</b>								
<b>AR79016</b>								
	AR79016	1 Invoice	Sharp MX-500IN Digital Color Imager (sp	02/28/2019	03/19/2019	48.82	03/19	100-515141-310
	AR79016	2 Invoice	Sharp MX-500IN Digital Color Imager (sp	02/28/2019	03/19/2019	48.81	03/19	100-515181-310
	AR79016	3 Invoice	Sharp MX-5070N (split)	02/28/2019	03/19/2019	420.85	03/19	100-515132-310
	AR79016	4 Invoice	Sharp MX-5070N (split)	02/28/2019	03/19/2019	3.30	03/19	100-525220-310
	AR79016	5 Invoice	Sharp MX-5070N (split)	02/28/2019	03/19/2019	25.00	03/19	100-525231-310
	AR79016	6 Invoice	Sharp MX-5070N (split)	02/28/2019	03/19/2019	10.00	03/19	100-515140-310
	AR79016	7 Invoice	Sharp MX-5070N (split)	02/28/2019	03/19/2019	4.40	03/19	100-515142-310
	AR79016	8 Invoice	Sharp MX-5070N (split)	02/28/2019	03/19/2019	8.00	03/19	100-565641-310
Total AR79016:						569.18		
<b>AR79272</b>								
	AR79272	1 Invoice	STAPLE CARTRIDGE	03/04/2019	03/19/2019	98.00	03/19	100-515132-310
Total AR79272:						98.00		
<b>QUILL CORPORATION (2470)</b>								
<b>5344641</b>								
	5344641	1 Invoice	Quill - Office Supplies (split)	02/25/2019	03/19/2019	42.00	03/19	621-575740-310
	5344641	2 Invoice	Quill - Office Supplies (split)	02/25/2019	03/19/2019	42.00	03/19	622-509210-000
	5344641	3 Invoice	Quill - Office Supplies (split)	02/25/2019	03/19/2019	42.00	03/19	100-535321-310
	5344641	4 Invoice	Quill - Office Supplies (split)	02/25/2019	03/19/2019	41.99	03/19	100-555551-310
Total 5344641:						167.99		
<b>5490197</b>								
	5490197	1 Invoice	#10 Peel & Seal Env	03/01/2019	03/19/2019	229.17	03/19	100-515132-310
Total 5490197:						229.17		
<b>RACINE COUNTY (7712)</b>								
<b>19-COB-1</b>								
	19-COB-1	1 Invoice	Print & Mail tax Bill	03/07/2019	03/19/2019	160.33	03/19	100-515141-298

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total 19-COB-1:						160.33		
<b>REINDERS INC (2587)</b>								
<b>1771292-00</b>								
1771292-00	1	Invoice	#108 Plow Trip Spring	02/20/2019	03/19/2019	34.42	03/19	100-535321-244
1771292-00	2	Invoice	#108 Plow Trip Spring	02/20/2019	03/19/2019	34.41	03/19	100-555551-244
Total 1771292-00:						68.83		
<b>1771526-00</b>								
1771526-00	1	Invoice	#108 Hydraulic Pump & Gasket	02/15/2019	03/19/2019	312.89	03/19	100-555551-244
1771526-00	2	Invoice	#108 Hydraulic Pump & Gasket	02/15/2019	03/19/2019	312.89	03/19	100-535321-244
Total 1771526-00:						625.78		
<b>REINEMANS, INC. (2590)</b>								
<b>158959</b>								
158959	1	Invoice	Supplies-WWTP	02/20/2019	03/19/2019	22.48	03/19	621-575740-310
Total 158959:						22.48		
<b>159161</b>								
159161	1	Invoice	Building Repair Supplies	02/01/2019	03/19/2019	50.38	03/19	251-555511-247
Total 159161:						50.38		
<b>159261</b>								
159261	1	Invoice	supplies-Fire Dept	02/26/2019	03/19/2019	7.56	03/19	100-525220-242
Total 159261:						7.56		
<b>159266</b>								
159266	1	Invoice	Door Bell-Finance	02/27/2019	03/19/2019	5.50	03/19	100-515141-310
159266	2	Invoice	Door Bell Battery-Finance	02/27/2019	03/19/2019	5.49	03/19	100-515121-310
Total 159266:						10.99		
<b>159277</b>								
159277	1	Invoice	Senior Center	02/27/2019	03/19/2019	54.99	03/19	822-555551-800
Total 159277:						54.99		
<b>159311</b>								
159311	1	Invoice	Supplies-Police Dept	02/28/2019	03/19/2019	46.40	03/19	100-525211-344
Total 159311:						46.40		
<b>159582</b>								
159582	1	Invoice	Rpr Toilet Flapper	03/06/2019	03/19/2019	16.99	03/19	100-515132-242
Total 159582:						16.99		
<b>159659</b>								
159659	1	Invoice	supplies-Fire Dept	03/07/2019	03/19/2019	133.21	03/19	100-525220-248
Total 159659:						133.21		

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
K59097								
	K59097	1 Invoice	supplies-Fire Dept	02/22/2019	03/19/2019	5.23	03/19	100-525220-242
Total K59097:						5.23		
<b>REVERE ELECTRIC SUPPLY CO (2215)</b>								
<b>S3797544.001</b>								
	S3797544.001	1 Invoice	WWTP Electrical Supplies	02/21/2019	03/19/2019	334.89	03/19	621-575740-353
Total S3797544.001:						334.89		
<b>S3799486.001</b>								
	S3799486.001	1 Invoice	WWTP Electrical Supplies	02/27/2019	03/19/2019	778.65	03/19	621-575740-353
Total S3799486.001:						778.65		
<b>RICHTER'S MARKETPLACE (3635)</b>								
<b>021419WWTP</b>								
	021419WWTP	1 Invoice	Richter's Marketplace - WWTP	02/14/2019	03/19/2019	16.98	03/19	621-575740-310
Total 021419WWTP:						16.98		
<b>022119PD</b>								
	022119PD	1 Invoice	Richter's Marketplace - Police Dept	02/21/2019	03/19/2019	19.83	03/19	100-525211-310
Total 022119PD:						19.83		
<b>022619PD</b>								
	022619PD	1 Invoice	Richter's Marketplace - Police Dept	02/26/2019	03/19/2019	5.85	03/19	100-525211-310
Total 022619PD:						5.85		
<b>030119ADMIN</b>								
	030119ADMIN	1 Invoice	Richter's Marketplace - City Hall	03/01/2019	03/19/2019	5.85	03/19	100-515132-399
Total 030119ADMIN:						5.85		
<b>030519DPW</b>								
	030519DPW	1 Invoice	Richter's Marketplace - DPW(split)	03/05/2019	03/19/2019	5.00	03/19	100-535321-310
	030519DPW	2 Invoice	Richter's Marketplace - DPW(split)	03/05/2019	03/19/2019	4.98	03/19	100-555551-310
	030519DPW	3 Invoice	Richter's Marketplace - DPW(split)	03/05/2019	03/19/2019	5.00	03/19	621-575740-310
	030519DPW	4 Invoice	Richter's Marketplace - DPW(split)	03/05/2019	03/19/2019	5.00	03/19	622-509210-000
Total 030519DPW:						19.98		
<b>030519PD</b>								
	030519PD	1 Invoice	Richter's Marketplace - #1012 Police De	03/05/2019	03/19/2019	15.34	03/19	100-525211-310
Total 030519PD:						15.34		
<b>SAFEBUILT, LLC (9099)</b>								
<b>0056094-IN</b>								
	0056094-IN	1 Invoice	Code Enforcement - Site Visits	02/28/2019	03/19/2019	852.50	03/19	100-525231-298
Total 0056094-IN:						852.50		
<b>SCHOLASTIC LIBRARY PUBLISHING (5967)</b>								

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
18673791								
18673791	1	Invoice	SCHOLASTIC LIBRARY CHILDRENS M	02/01/2019	03/19/2019	159.84	03/19	251-555511-327
Total 18673791:						159.84		
<b>SHRED-IT USA LLC (8960)</b>								
<b>8126679525</b>								
8126679525	1	Invoice	Admin - Shredding	02/22/2019	03/19/2019	29.99	03/19	100-515132-310
8126679525	2	Invoice	Finance - Shredding	02/22/2019	03/19/2019	29.99	03/19	100-515141-310
8126679525	3	Invoice	Muni Court - Shredding	02/22/2019	03/19/2019	29.99	03/19	100-515121-310
8126679525	4	Invoice	Clerk - Shredding	02/22/2019	03/19/2019	29.99	03/19	100-515140-310
Total 8126679525:						119.96		
<b>SOUTHERN LAKES NEWSPAPERS LLC (2790)</b>								
<b>339152</b>								
339152	1	Invoice	CUP Hearing 157 S Pine St.	02/21/2019	03/19/2019	65.10	03/19	100-515111-399
Total 339152:						65.10		
<b>339673</b>								
339673	1	Invoice	Absentee Voting	02/28/2019	03/19/2019	63.99	03/19	100-515111-399
Total 339673:						63.99		
<b>STARNET TECHNOLOGIES (7120)</b>								
<b>0091072-IN</b>								
0091072-IN	1	Invoice	Sarnet Tech. - On-Site Service	02/18/2019	03/19/2019	408.50	03/19	622-506250-000
Total 0091072-IN:						408.50		
<b>TIME WARNER CABLE (5934)</b>								
<b>089478701030519</b>								
089478701030519	1	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	398.58	03/19	100-515132-220
089478701030519	2	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	169.52	03/19	100-515141-220
089478701030519	3	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	37.30	03/19	100-515181-220
089478701030519	4	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	17.45	03/19	100-515131-225
089478701030519	5	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	15.06	03/19	100-515121-225
089478701030519	6	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	797.41	03/19	100-525211-220
089478701030519	7	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	224.28	03/19	100-525220-220
089478701030519	8	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	23.91	03/19	100-525231-220
089478701030519	9	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	249.15	03/19	100-535321-220
089478701030519	10	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	59.78	03/19	100-555551-220
089478701030519	11	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	149.44	03/19	622-509210-000
089478701030519	12	Invoice	Acct # 089478701 (split)	03/05/2019	03/19/2019	249.15	03/19	621-575740-225
Total 089478701030519:						2,391.03		
<b>TransUnion Risk &amp; Alternative Data Solut (9067)</b>								
<b>2019 JAN/FEB</b>								
2019 JAN/FEB	1	Invoice	Account ID: 777966 Jan Billing	03/01/2019	03/19/2019	50.00	03/19	100-525211-381
2019 JAN/FEB	2	Invoice	Account ID: 777966 Feb. Billing	03/01/2019	03/19/2019	50.00	03/19	100-525211-381
Total 2019 JAN/FEB:						100.00		
<b>UNIQUE MANAGEMENT SERVICES INC (9619)</b>								
<b>495296</b>								
495296	1	Invoice	Collection Co.	02/01/2019	03/19/2019	62.65	03/19	251-454572-000

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total 495296:						62.65		
<b>USABlueBook (2973)</b>								
<b>813142</b>								
813142	1	Invoice	USA BLUEBOOK WATER DEPT #85786	02/14/2019	03/19/2019	168.82	03/19	622-506410-000
Total 813142:						168.82		
<b>VOYAGER FLEET SYSTEMS INC (4264)</b>								
<b>869297630909</b>								
869297630909	1	Invoice	Voyager Acct. 869297630 Bldg Insp	03/01/2019	03/19/2019	19.89	03/19	100-525231-372
869297630909	2	Invoice	Voyager Acct. 869297630 Fire Dept	03/01/2019	03/19/2019	476.19	03/19	100-525220-240
869297630909	3	Invoice	Voyager Acct. 869297630 Parks Dept	03/01/2019	03/19/2019	491.10	03/19	100-555551-240
869297630909	4	Invoice	Voyager Acct. 869297630 Police Dept	03/01/2019	03/19/2019	2,073.53	03/19	100-525211-240
869297630909	5	Invoice	Voyager Acct. 869297630 WWTP	03/01/2019	03/19/2019	592.34	03/19	621-575740-240
869297630909	6	Invoice	Voyager Acct. 869297630 Street Dept	03/01/2019	03/19/2019	6,175.07	03/19	100-535321-240
869297630909	7	Invoice	Voyager Acct. 869297630 Water Dept	03/01/2019	03/19/2019	352.07	03/19	622-509330-000
Total 869297630909:						10,180.19		
<b>WANASEK CORPORATION (3070)</b>								
<b>9451</b>								
9451	1	Invoice	Water Repair-Cedar Dr.	02/20/2019	03/19/2019	9,627.13	03/19	622-506520-000
Total 9451:						9,627.13		
<b>9456</b>								
9456	1	Invoice	Hydrant Replacement-Falcon Ridge	02/20/2019	03/19/2019	2,587.25	03/19	622-506540-000
Total 9456:						2,587.25		
<b>9457</b>								
9457	1	Invoice	Watermain Repair - Paul & Midwood	02/20/2019	03/19/2019	3,136.24	03/19	622-506510-000
Total 9457:						3,136.24		
<b>9460</b>								
9460	1	Invoice	Watermain Repair -Milwaukee Ave	02/20/2019	03/19/2019	2,858.01	03/19	622-506510-000
Total 9460:						2,858.01		
<b>9472</b>								
9472	1	Invoice	Plowing-Airport	02/28/2019	03/19/2019	5,803.88	03/19	623-575740-244
Total 9472:						5,803.88		
<b>9475</b>								
9475	1	Invoice	Snow Hauling	02/28/2019	03/19/2019	1,968.75	03/19	100-535321-298
Total 9475:						1,968.75		
<b>WARREN'S AUTO BODY INC. (3080)</b>								
<b>36958</b>								
36958	1	Invoice	WARRENS AUTO BODY POLICE REPAI	02/19/2019	03/19/2019	692.47	03/19	100-525211-242
Total 36958:						692.47		

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
36970								
	36970	1 Invoice	WARRENS AUTO BODY POLICE REPAI	03/01/2019	03/19/2019	374.87	03/19	100-525211-242
Total 36970:						<u>374.87</u>		
<b>WELDERS SUPPLY COMPANY (3120)</b>								
<b>10054976</b>								
	10054976	1 Invoice	WELDERS SUPPLY- WATER DEPT	02/27/2019	03/19/2019	25.44	03/19	622-506510-000
	10054976	2 Invoice	WELDERS SUPPLY- WATER DEPT	02/27/2019	03/19/2019	25.44	03/19	622-506520-000
Total 10054976:						<u>50.88</u>		
<b>10055729</b>								
	10055729	1 Invoice	WELDERS SUPPLY- WWTP	02/28/2019	03/19/2019	23.70	03/19	621-575740-244
Total 10055729:						<u>23.70</u>		
<b>WI DEPT OF JUSTICE-CRIME LAB (3188)</b>								
<b>DR-19 9</b>								
	DR-19 9	1 Invoice	Pseudococaine & Pseudoheroin	02/21/2019	03/19/2019	70.00	03/19	802-525211-310
Total DR-19 9:						<u>70.00</u>		
<b>ZAREK INSURANCE, INC. (3430)</b>								
<b>7955</b>								
	7955	1 Invoice	Court Clerk Bond	02/22/2019	03/19/2019	100.00	03/19	100-515121-520
Total 7955:						<u>100.00</u>		
<b>7956</b>								
	7956	1 Invoice	Renewal - Notary Bond Baumeister	02/22/2019	03/19/2019	40.00	03/19	100-525211-324
Total 7956:						<u>40.00</u>		
Grand Totals:						<u><u>167,606.99</u></u>		

Report GL Period Summary

GL Period	Amount
03/19	<u>167,606.99</u>
Grand Totals:	<u><u>167,606.99</u></u>

Vendor number hash: 523824  
 Vendor number hash - split: 784585  
 Total number of invoices: 130  
 Total number of transactions: 193

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	167,606.99	167,606.99

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Net Invoice Amount</u>
Grand Totals:	<u>167,606.99</u>	<u>167,606.99</u>



**DATE:** March 19, 2019

**SUBJECT:** LICENSES - To approve Operator's Licenses as submitted.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

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**BACKGROUND/HISTORY:**

**Operator's License Applications** Operator's licenses (aka Bartender's License) shall be issued to individuals 18 years of age or over who do not have an arrest or conviction record subject to secs. 111.321, 111.322, and 111.335 and will be responsible for supervising activities and pouring of Class "A" beer, Class "B" beer, "Class B" intoxicating liquor, and "Class A" intoxicating liquor and "Class C" wine on premises during required hours in absence of the licensee or approved agent of licensed businesses.

The following individuals have submitted an Operator's License application and have been approved by the Burlington Police Department:

- Galstad, Abby
- Leverenz, Shelly
- Lynch, Andrew
- Marak, Michelle
- Meisner, Jason
- Popp, Vincent
- Schroeder, Megan
- Weber, Jr., Jacob
- Yonash, Tristan

**BUDGET/FISCAL IMPACT:**

Applicants are charged an administrative fee of which a portion of the funds are applied towards background checks performed by the police department. Liquor license fees for businesses are calculated on a case by case basis depending on the type of license applied for (noted above).

**RECOMMENDATION:**

Staff recommends that Council approve the submitted applications.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the March 19, 2019 Common Council meeting.

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**DATE:** March 19, 2019

**SUBJECT: LICENSES** - To approve an amendment to the "Class B" Liquor License premise description for the Mercantile located at 425 N. Pine Street.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

**BACKGROUND/HISTORY:**

The Mercantile is in the process of expanding their premises to include the adjacent patio, The Urb Garden, which is connected to the Mercantile building. Wendy Lynch, owner, has requested an amendment to their current "Class B" liquor license to extend the premise description in order to allow alcoholic beverages in the Urb Garden.

The current premise description on the license reads, "425 N. Pine Street; Main Hall, Office, Kitchen, Storage, Front Room". The requested amendment would read as: 425 N. Pine Street - Main Hall, Office, Kitchen, Storage, Front Room, and within the confines of the Urb Garden.

Wendy Lynch is in attendance at tonight's meeting to answer any questions you may have.

**BUDGET/FISCAL IMPACT:**

There are no fees involved.

**RECOMMENDATION:**

The municipal governing body may approve or deny the change. The request should be considered and acted upon by the municipal governing body; not simply acted upon by the clerk, If the change is approved, the City Clerk will amend the alcohol beverage license and the amended license must be posted on the licensed premises.

Staff recommends that Council approve the submitted request.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the March 19, 2019 Common Council meeting.

**Attachments**

Mercantile\_Premise Description Extension

## Diahnn Halbach

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**From:** Wendy Lynch <wendy@mercantilehall.com>  
**Sent:** Friday, February 15, 2019 7:23 AM  
**To:** Diahnn Halbach  
**Cc:** Andrew Lynch  
**Subject:** Liquor License

Hello Diahnn!

Hope you are doing great! Thank you so much for providing instruction on next steps for expanding our liquor license to include the patio area (The Urb Garden) that is under construction. Formal request below.

= = = = =

Per your instruction, I am writing to you to request to expand the premises for Mercantile Hall's liquor license to include the adjacent patio, The Urb Garden, which are both under my control per signed lease agreements. The extended premises are indeed connected to the existing premises through two doorways. We intend to open The Urb Garden officially late Spring/early Summer and the expanded area would allow us to serve alcohol outside in connection with events occurring at Mercantile Hall.

Please let me know if you have any questions, and/or next steps as well as if my attendance at the City Council Meeting is recommended.

Thank you so much!  
Wendy

## Diahnn Halbach

---

**From:** Wendy Lynch <wendy@mercantilehall.com>  
**Sent:** Tuesday, December 4, 2018 4:08 PM  
**To:** Diahnn Halbach  
**Subject:** RE: Liquor license

Awesome. Thank you so much for the quick response. :) Does the renewal require the same approval process where we'd have to go to the city council meetings, etc.? Or is it just paperwork? Just need to know so that we budget time accordingly after making a decision. Thanks!

-----Original Message-----

**From:** dhalbach@burlington-wi.gov <dhalbach@burlington-wi.gov>  
**Sent:** Tuesday, December 4, 2018 3:35 PM  
**To:** Wendy Lynch <wendy@mercantilehall.com>  
**Cc:** cwalters@burlington-wi.gov  
**Subject:** RE: Liquor license

Wendy,

The easiest solution is to add the Urb Garden to your "premise description" on your alcohol license application. You can either amend your current license and then go through the approval process or you can wait until you renew your current license in June.

Let me know what works best for you and I will work with you.

Thank you!

Diahnn C. Halbach  
City Clerk  
City of Burlington  
Racine and Walworth County

Office: 262-342-1171  
FAX: 262-763-3474  
<http://burlington-wi.gov/>

-----Original Message-----

**From:** Wendy Lynch [mailto:wendy@mercantilehall.com]  
**Sent:** Tuesday, December 04, 2018 12:03 PM  
**To:** Carina Walters <cwalters@burlington-wi.gov>  
**Subject:** Liquor license

Hi there!

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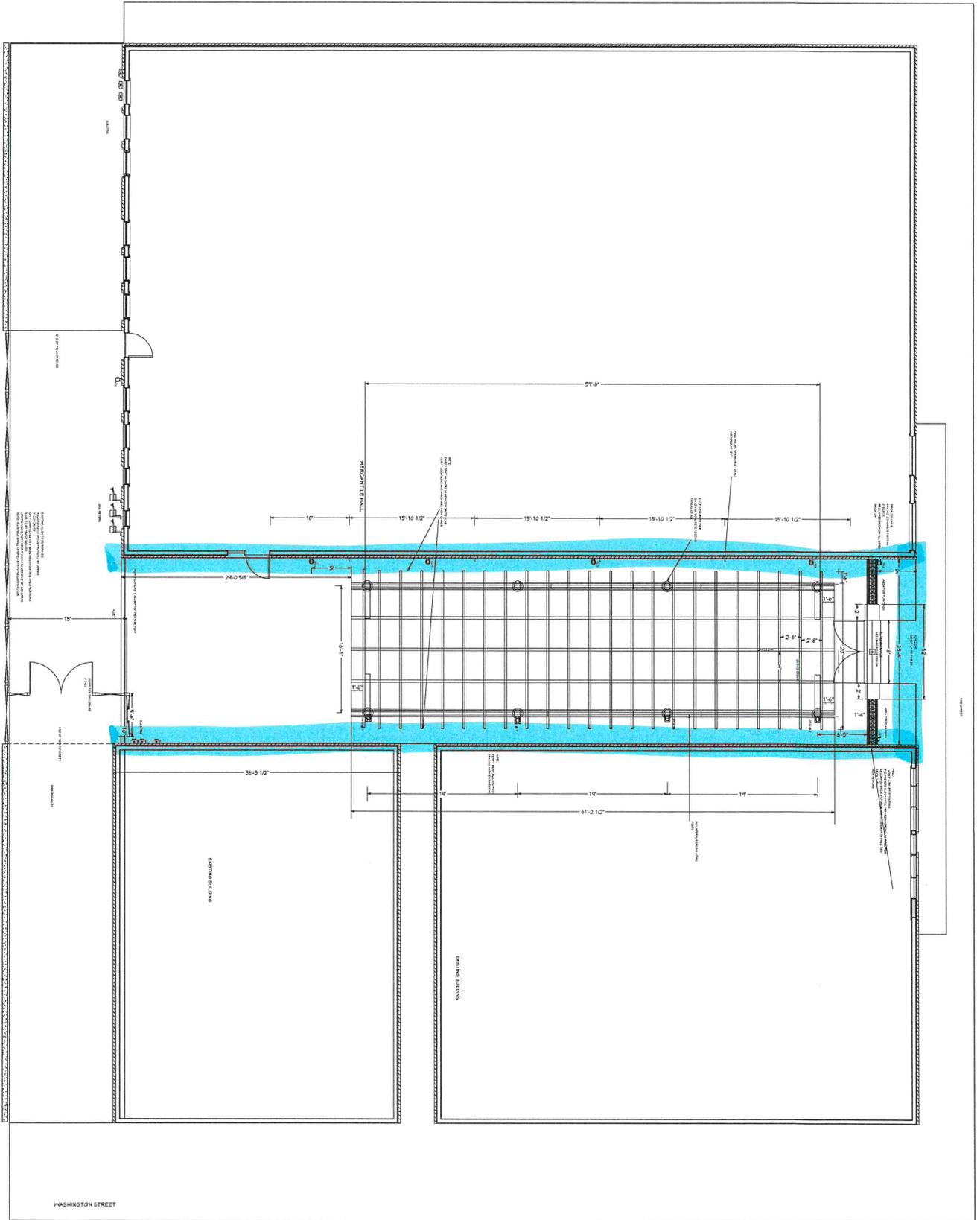
How do I go about checking to see if we're allowed to serve liquor in The Urb Garden? It will not be set up as a 2nd business and sold/booked only as an outdoor extension/ patio for Merc Hall.

We're working on our packages now as well as plans for summer & fall events next year and need whatever guidance you're able to provide (or please point me in the right direction).

Thank you!

Wen

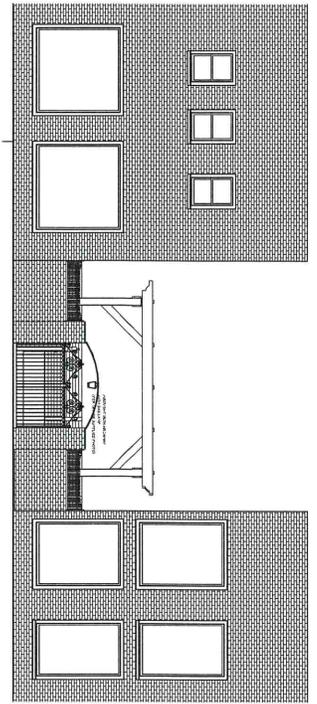
PERGOLA PLAN



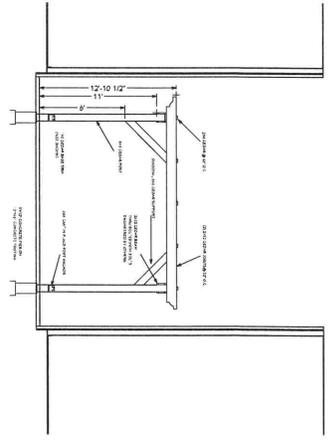
CONSTRUCTION NOTES:  
 1. PERGOLA SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).  
 2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.  
 3. REFER TO THE STRUCTURAL DRAWINGS FOR CONNECTION DETAILS.  
 4. THE PERGOLA SHALL BE ANCHORED TO THE EXISTING FOUNDATION.  
 5. THE PERGOLA SHALL BE MAINTAINED CLEAR OF ALL OBSTRUCTIONS.  
 6. THE PERGOLA SHALL BE PAINTED AS SHOWN IN THE FINISH SCHEDULE.

WASHINGTON STREET

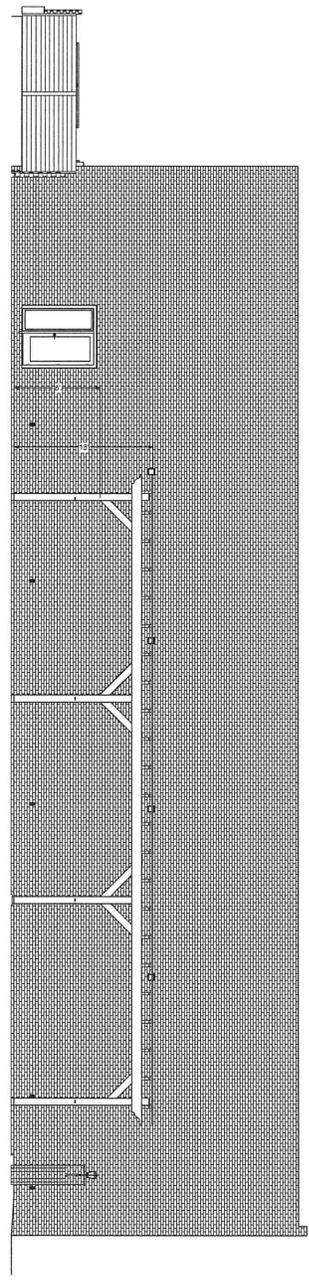
REVISED: 02/20/14



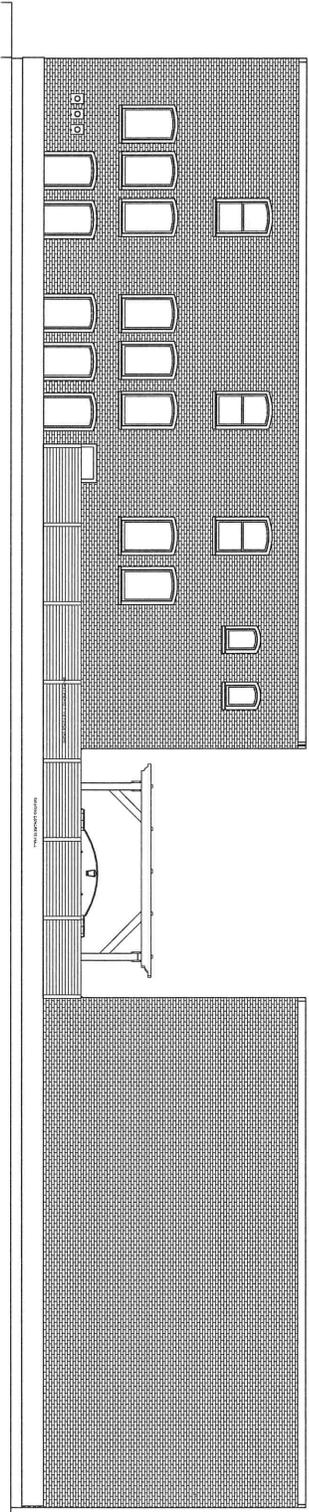
FRONT ELEVATION (PINE STREET)



CROSS SECTION



LEFT ELEVATION



REAR ELEVATION (PARKING LOT)

NOTE: THIS DRAWING IN NO WAY REPRESENTS AN ENGINEER DESIGN AND IS ONLY TO BE USED FOR THE GENERAL INFORMATION OF THE PROJECT. THE OWNER/CLIENT OF THIS PROJECT IS RESPONSIBLE FOR THE VERIFICATION OF ALL DIMENSIONS ON THE PLAN.

PROJECT:  
URB GARDEN  
FINE ST  
BURLINGTON, VT

DRAWINGS FURNISHED BY:  
wkapiga@gmail.com  
(262)210-9409

DATE: 1/21/19  
SCALE: 1/8"=1'-0"  
SHEET: #2  
REVISION: 1/20/2018



**DATE:** March 19, 2019

**SUBJECT: SPECIAL EVENTS** - To approve a Special Event Application from Jennifer Young to host "Tinkergarten" classes at Echo Park.

**SUBMITTED BY:** Diahnn Halbach, City Clerk

---

**BACKGROUND/HISTORY:**

A Special Event Permit is required for any planned extraordinary occurrence on the public right-of-way or public premises, including but not limited to parades, processions, bicycle or foot races, and festivals. Prior to Council approval, applications must be approved by the Police Department, Fire Department, Department of Public Works, Building Inspection, and Health Department if food is being served.

The following application has been submitted for approval of a Special Event Permit:

Organization: Tinkergarten Parks & Greenspaces

Event: Tinkergarten Classes (parent/child play classes)

Location: Echo Park

Date(s):

**Session 1 (Wednesdays) - April 3, 2019 through May 22, 2019**

**Session 2 (Saturdays) - April 6, 2019 through May 25, 2019**

Time: Session 1 - 4:45 p.m. to 6:00 p.m. / Session 2 - 10:00 a.m. to 11:15 p.m.

Expected Attendance: 4-12 children plus caregiver per session

NOTES: Per DPW - "Echo Park restrooms are closed until May 1, 2019. It is the responsibility of the applicant to provide any restroom facilities needed for their event. Applicant is responsible for determining if restroom facilities are required for their event". - Applicant agreed to these terms.

Applicant is also aware that their last class scheduled for Saturday May 25th is Memorial Day weekend as well as Chocolate Fest.

**BUDGET/FISCAL IMPACT:**

There is no fee to apply for a Special Event Permit, however, the applicant shall pay a fee based on a rate as set by the Common Council per man-hour for City services as determined in the application review and approval process. These costs will be assessed on an individual basis and billed directly to the applicant by the corresponding department.

**RECOMMENDATION:**

Staff recommends that Council approve the Special Event application as submitted.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the March 19, 2019 Common Council meeting.

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**Attachments**

Tinkergarten Special Event

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### Special Event Permit Application

Date of Application: 3/7/19

Permit Number: \_\_\_\_\_

#### SUMMARY OF EVENT

Event Title: Tinkergarten Date of Event: see last page

Event Location: Echo Park

- Nature of Event:  Festival  Parade  Bike Race/Ride  Foot Race/Run  March/Processional  
 Rally  Circus  Demonstration  Other: parent child play class

**Site Plan Requirement:** All applicants are required to submit a detailed Site Plan/Map. Site plans/maps must include location, any street closures, barricades, race/parade routes, stages, alcohol sale location, tents, etc.

**Certificate of Insurance** must be attached before permit can be issued.

Description of Event: Describe what you are planning so that reviewing officials can determine whether city services will be needed.

A small parent-child nature play class for children aged 18 months to 8 years old designed to provide families with fun and educational activities that encourage exploration, problem solving, teamwork and creativity. Along the way, parents learn about child development and the importance of both free play and time spent outdoors. Families are directly taught to respect nature and local green spaces as we practice leave no trace.

Anticipated Attendance (participants, staff, vendors, crowd, etc.): 4-12 children and their caregiver

Is this a multi-day event?  Yes  No

If so, how many days? see last page

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

#### EVENT ORGANIZER INFORMATION

Applicant Name: Jennifer Young

Group Represented: Tinkergarten

Address: 9 1/2 Market Street Northampton, MA 01060

Phone: (413) 397-2800 Email: parks@tinkergarten.com

Person In Charge of Event: Jennifer Young

On-Site Contact: Aubrey Thompson On-Site Phone: 2629511796

Billing Address: 9 1/2 Market Street Northampton, MA 01060

## DETAILED EVENT INFORMATION

Event Set Up Date: see last page Time: \_\_\_\_\_

Start Time For Event: \_\_\_\_\_ a.m./p.m. End Time For Event: \_\_\_\_\_ a.m./p.m.

Alcohol Being Served\*?  Yes  No Licensed Agent: \_\_\_\_\_

*\*An application for a Temporary Class "B"/"Class B" Retailer's License must be submitted and approved to serve alcohol.*

Barricades Needed\*?  Yes  No Amount Needed & Locations: \_\_\_\_\_

*\*This may result in a fee*

Will A Temporary Structure or Tent Be On-Site?  Yes  No Does the Tent have Sidewalls?  Yes  No

Police Services Requested\*?  Yes  No

Hours & Dates Police Services Needed: \_\_\_\_\_

*\*This may result in a fee*

Trash Receptacles Needed\*?  Yes  No Amount Needed & Locations \_\_\_\_\_

*\*This may result in a fee*

Person(s) Responsible for Clean Up After the Event: Aubrey Thompson

Picnic Tables Needed\*?  Yes  No Amount Needed & Locations \_\_\_\_\_

*\*This may result in a fee*

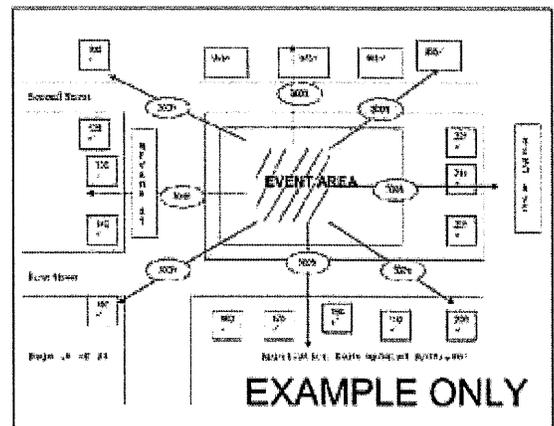
Will Your Event Involve Live Performances, Loud Speakers or a DJ\*?  Yes  No

*\*Per Section 219-2A(7) of the Municipal Code, loudspeaker or sound-amplifying devices shall not be used between the hours of 10 PM to 8 AM and privileges may be revoked if the volume becomes a nuisance.*

## IMPACTED NEIGHBOR NOTIFICATION

The Event Organizer shall notify all residences and businesses within any street closure or lane restriction area of the upcoming event. Notification shall include the following information:

- Event name
- Dates and times of event
- A brief description of the event
- Any closure areas
- Where attendees will be parking



**AFFIDAVIT OF APPLICANT**

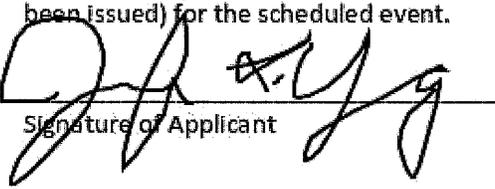
---

I, the undersigned applicant, or authorized agent thereof, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the City of Burlington to approve the Special Event and other permits herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the City of Burlington in the conduct of the Special Event described herein.

  
\_\_\_\_\_  
Signature of Applicant

3/7/19  
\_\_\_\_\_  
Date of Signature

I/We, the undersigned, agree to abide by all City Ordinances and the rules and regulations which are made part of this permit application and hereby release, discharge, hold harmless and agree to defend the City of Burlington, its officers, agents, and employees from and against any and all loss that may arise out of or result from, in any way, in whole or in part, the scheduled event, the conduct or actions of any individual participating in or attending the scheduled event, the issuance of the Road Closing Permit or the closing of any road (whether or not a Permit has been issued) for the scheduled event.

  
\_\_\_\_\_  
Signature of Applicant

3/7/19  
\_\_\_\_\_  
Date of Signature

## Echo Park- Spring 2019

### Session 1:

04-03-2019 4:45pm - 6:00pm

04-10-2019 4:45pm - 6:00pm

04-17-2019 4:45pm - 6:00pm

04-24-2019 4:45pm - 6:00pm

05-01-2019 4:45pm - 6:00pm

05-08-2019 4:45pm - 6:00pm

05-15-2019 4:45pm - 6:00pm

05-22-2019 4:45pm - 6:00pm

### Session 2:

04-06-2019 10:00am - 11:15am

04-13-2019 10:00am - 11:15am

04-20-2019 10:00am - 11:15am

04-27-2019 10:00am - 11:15am

05-04-2019 10:00am - 11:15am

05-11-2019 10:00am - 11:15am

05-18-2019 10:00am - 11:15am

05-25-2019 10:00am - 11:15am





CITY OF BURLINGTON STAFF USE ONLY

**BUILDING INSPECTION REVIEW**

Approval Recommended:  YES  NO

Estimated Building Inspection Hours Required: \_\_\_\_\_ Estimated Fee for Building Inspection Service: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Comments and/or Stipulations for Event:

*n/a*

**HEALTH OFFICER REVIEW**

Approval Recommended:  YES  NO

Estimated Health Officer Hours Required: \_\_\_\_\_ Estimated Fee for Health Officer Service: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Comments and/or Stipulations for Event:

*n/a*

City Council Meeting Date: 3-19-2019

City Council Approval Date: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Notes: \_\_\_\_\_

## Diahnn Halbach

---

**From:** Jenny Young (Tinkergarten Parks & Greenspaces) <support@tinkergarten-parks.zendesk.com>  
**Sent:** Thursday, March 7, 2019 12:52 PM  
**To:** Diahnn Halbach  
**Subject:** Tinkergarten Permit



**Jenny Young (Tinkergarten Parks & Greenspaces)**

Mar 7, 13:51 EST

Hi Diahnn ,

I am working on the Tinkergarten Parks Team this season, and we are so excited to hold classes at Echo Park. Thank you for your partnership! I have attached the permit application. Our COI is renewing this week, so when I have the new document, I will send it to you. Please let me know if there is anything else I can do to get us set up for the next season.

Thanks,

Jenny Young  
Tinkergarten Parks & Greenspaces

Jenny Young  
Tinkergarten Parks & Greenspace Team

Attachment(s)  
[Spring 19 Echo Park.pdf](#)

--

Tinkergarten is on a mission to elevate childhood. We're looking for new leaders in communities nationwide. Want to [nominate someone](#) you know?

## Diahnn Halbach

---

**From:** Jenny Young (Support) <parks@tinkergarten.com>  
**Sent:** Thursday, March 7, 2019 12:50 PM  
**Cc:** Diahnn Halbach; Megan Watkins  
**Subject:** RE: Spring Tinkergarten Class at Echo Park in Burlington, Wisconsin

You are registered as a CC on this support request (146736). Reply to this email to add a comment to the request.



**Jenny Young (Tinkergarten Parks & Greenspaces)**

Mar 7, 13:50 EST

Hi Peter,

Wonderful, thank you for that information! I will send the completed paperwork to Diahnn.

Many thanks,  
Jenny Young

Jenny Young  
Tinkergarten Parks & Greenspace Team



**Priggs**

Mar 1, 11:21 EST

Good Morning,

Thank you for your request. Private agencies can host events in City parks with an approved special event permit (attached). Since you are not requiring a pavilion reservation or other City resources there will be no fee. The permit provides documentation of insurance and lets us know when you will be holding your sessions. While it will not grant you any exclusive rights, it will help staff avoid conflicts with other events or operations. Please include all dates you plan to host your event in Echo Park.

Please note, City of Burlington Parks do not officially open for the season until May 1, 2019. Prior to May 1<sup>st</sup> restroom facilities will be winterized and closed to the public. Echo Park does have a porta potty available, which may or may not meet the needs of your

event. Any additional restroom facilities needed for your event would be your responsibility to provide and must be noted on the special event application.

I have copied Diahnn Halbach, City Clerk, on this email. Please return your completed application to her.

If you have any questions please feel free to reach out to me or Diahnn. Thanks for your interest in City of Burlington Parks!

**Peter Riggs**

City of Burlington | Director of Public Works  
2200 S. Pine Street | Burlington, WI 53105  
Office: 262.342.1182 | Fax: 262.539.3773  
[priggs@burlington-wi.gov](mailto:priggs@burlington-wi.gov) | [www.burlington-wi.gov](http://www.burlington-wi.gov)

**From:** Tinkergarten <[parcs@tinkergarten.com](mailto:parcs@tinkergarten.com)>  
**Sent:** Friday, March 01, 2019 9:45 AM  
**To:** Peter Riggs <[priggs@burlington-wi.gov](mailto:priggs@burlington-wi.gov)>  
**Subject:** Spring Tinkergarten Class at Echo Park in Burlington, Wisconsin

Good morning,

I hope you are having a wonderful first day of March! We've reached over the last few weeks about the possibility of holding Tinkergarten classes at Echo Park. Classes are scheduled to start on Wednesday, April 3 and families in the community are quite excited to get started!

I'm attaching a sample curriculum and a little more information about our programs, but please be in touch if you need any more information from us.

Best,

--

**Parks & Greenspace Liaison Team** | [Tinkergarten](#)  
Follow Us: [Blog](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

*[Tinkergarten](#)<sup>®</sup> - We're getting kids and parents everywhere learning outside  
Check out our blog! [More than Mudpies](#)*

Attachment(s)

[Special Event Permit App - 2014 Fillable\\_201407241635513726.pdf](#)

## Diahnn Halbach

---

**From:** Diahnn Halbach  
**Sent:** Thursday, March 14, 2019 2:27 PM  
**To:** 'parks@tinkergarten.com'  
**Cc:** Peter Riggs; Anderson, Mark; Megan Watkins; Alan Babe  
**Subject:** RE: Tinkergarten Permit

Jenny,

A thought just occurred to me regarding the dates of your classes. The last Saturday in May is Memorial Day weekend and our Chocolate Fest weekend. Aside from there being a lot of activity and traffic that weekend, the Jaycees host a Craft Fair in Echo Park on Saturday and Sunday – May 25<sup>th</sup> and 26<sup>th</sup>. Although your class is from 10 am to 11:15 am, I thought you should know just in case you might want to consider moving this class to a different date.

Please let me know what you would like to do.

Thank you.

Diahnn C. Halbach  
City Clerk

*City of Burlington*

Racine and Walworth County

Office: 262-342-1171

FAX: 262-763-3474

<http://burlington-wi.gov/>

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*Email, whether received from or sent to, the City of Burlington should be presumed to be a public record, that it will be retained by the City as a public record, and will be subject to public disclosure, to the extent required under Wisconsin's Open Records law. If you are not the intended recipient of this email, please do not read it or forward it to another person, but notify the sender and then delete it.*

---

**From:** Diahnn Halbach  
**Sent:** Thursday, March 14, 2019 8:22 AM  
**To:** 'Tinkergarten Parks & Greenspaces' <support+id149539@tinkergarten-parks.zendesk.com>  
**Cc:** Peter Riggs <priggs@burlington-wi.gov>  
**Subject:** RE: Tinkergarten Permit

Good morning Jenny.

Thank you for the COI.

Your application has been routed for department approvals. Comments from the Public Works department are as follows:

“Echo Park restrooms are closed until May 1, 2019. It is the responsibility of the applicant to provide any restroom facilities needed for their event. Applicant is responsible for determining if restroom facilities are required for their event”.

There were no comments from the other departments and consent has been given. If you agree to the above terms from the Public Works department, then I shall place your event application on the March 19, 2019 Common Council agenda for Council approval.

Please let me know how you would like me to proceed.

Thank you.

Diahnn C. Halbach  
City Clerk

*City of Burlington*  
Racine and Walworth County

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---

**From:** Jenny Young (Tinkergarten Parks & Greenspaces) [<mailto:support@tinkergarten-parks.zendesk.com>]  
**Sent:** Wednesday, March 13, 2019 9:29 PM  
**To:** Diahnn Halbach <[dhalbach@burlington-wi.gov](mailto:dhalbach@burlington-wi.gov)>  
**Subject:** Re: Tinkergarten Permit



**Jenny Young (Tinkergarten Parks & Greenspaces)**

Mar 13, 22:28 EDT

Hi there!

I have attached our COI. Please let me know if I can help with anything else.

Best,  
Jenny

Jenny Young  
Tinkergarten Parks & Greenspace Team



**DATE:** March 19, 2019

**SUBJECT: PUBLIC HEARING** - To hear comments from the public regarding providing permanent zoning for property located at 1063 Spring Valley Road as part of an annexation request by Gary and Heather Kellermeier.

**SUBMITTED BY:** Megan Watkins, Assistant City Administrator | Zoning Administrator

**BACKGROUND/HISTORY:**

Gary and Heather Kellermeier, owners, of 1063 Spring Valley Road have submitted a petition for direct annexation for property located at 1063 Spring Valley Road. This parcel is contiguous and across the street from the Aurora Health Center. The property petitioned for annexation will consist of 0.48 acres and will be permanently zoned Rs-2, Single Family Residential District. The applicant is requesting this annexation in order to have access to municipal water and sewer for their residence.

The passage of this ordinance is the final step in the annexation process. The Plan Commission recommended approval of the annexation with permanent zoning of Rs-2, Single-Family Residential District at its March 12, 2019 meeting. Additionally, the Department of Administration has found this annexation in the public interest per Wis.Stat. 66.0217(6).

**BUDGET/FISCAL IMPACT:**

There are no financial implication with this Public Hearing.

**RECOMMENDATION:**

For Public comment only.

**TIMING/IMPLEMENTATION:**

This item is for Public Hearing at the March 19, 2019 Common Council meeting.

**Attachments**

Legal notice

The Common Council in and for the City of Burlington

**NOTICE OF PUBLIC HEARING  
FOR ANNEXING PROPERTY TO THE CITY OF BURLINGTON, AMENDING  
THE OFFICIAL MAP OF THE CITY AND ZONING THE  
ANNEXED PROPERTY**

To Whom It May Concern:

Notice is hereby given that the Common Council of the City of Burlington proposes to annex property to the City of Burlington pursuant to a Petition for Direct Annexation filed with the City Clerk on January 24, 2019 by Gary and Heather Kellermeier to amend the official map of the City of Burlington accordingly; and to zone the property as follows:

**Owner/Applicant:** Gary T. and Heather R. Kellermeier

**Property Address:** 1063 Spring Valley Road, Town of Burlington, Racine County

**Parcel Number:** 002-02-19-06-016-000

**Legal Description:**

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 19 EAST OF THE 4<sup>TH</sup> P.M., RUN THENCE NORTH ON THE WEST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 6, 560.00 FEET TO A POINT WHICH MARKS THE PLACE OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH ON THE SAID WEST LINE 105.00 FEET TO A POINT; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION, 200.0 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION, 105.00 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION, 200.00 FEET TO A POINT AND THE PLACE OF BEGINNING. SAID LAND BEING IN THE TOWN OF BURLINGTON, RACINE COUNTY, WISCONSIN.

**Lands contain:** 0.48 acres

**Current population** of such territory is 4 persons (2 electors); and,

**Proposed Zoning:** Rs-2, Single-Family Residential District

**NOTICE IS FURTHER GIVEN** that a Public Hearing on the above matter will be held by the Common Council in the City Council Chambers at the Police Department, 224 East Jefferson Street in the City of Burlington, on:

**TUESDAY, MARCH 19, 2019 DURING THE MEETING OF THE COMMON COUNCIL SCHEDULED TO BEGIN  
AT 6:30 P.M. OR SHORTLY THEREAFTER**

to hear any persons objecting to, or in support of, the above mentioned matter.

*An ordinance for the annexation and zoning shall be considered by the Plan Commission on March 12, 2019 and by the City Council on April 3, 2019.*

CITY OF BURLINGTON

Dated this 26<sup>th</sup> day of February, 2019

Megan E. Watkins, Assistant City Administrator

Published in the *Burlington Standard Press*  
February 28 and March 7, 2019



**DATE:** March 19, 2019

**SUBJECT: PUBLIC HEARING** - To hear comments and concerns regarding a rezone request for property located at 157 S. Pine Street.

**SUBMITTED BY:** Gregory Guidry, Building Inspector

---

**BACKGROUND/HISTORY:**

This item is to consider recommending approval of a rezone request from Debra Tupy for property located at 157 S. Pine Street. The applicant is proposing to use the property for multi-family housing.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

For Public comment only.

**TIMING/IMPLEMENTATION:**

This item is for Public Hearing at the March 19, 2019 Committee of the Whole and is scheduled for final consideration at the April 3, 2019 Common Council meeting

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**Attachments**

157 S. Pine St. PH

---

**NOTICE OF PUBLIC HEARING  
FOR AMENDING THE ZONING MAP**

TO WHOM IT MAY CONCERN:

**NOTICE** is hereby given that the Common Council of the City of Burlington proposes to amend Chapter 315 of the Municipal Code, Zoning Map, as it pertains to:

**Owner:** DAT Company LLC  
**Applicant:** Debra Tupy  
**Applicant Address:** 22533 8 Mile Road, Muskego, WI 53150  
**Location of Request:** **157 S. Pine Street**  
**Existing Zoning:** B-2, Central Business District  
**Proposed Zoning:** Rd-2, Two-Family Residential  
**Proposed Use:** To use the property for multi-family housing

**NOTICE IS FURTHER GIVEN** that a Public Hearing on the above matter will be held by the Common Council in the City Council Chambers, in the City of Burlington located at 224 E. Jefferson Street on:

**TUESDAY, MARCH 19, 2019 DURING THE MEETING OF THE COMMON COUNCIL**  
**SCHEDULED TO BEGIN AT 6:30 P.M. OR SHORTLY THEREAFTER**

To hear any persons objecting to, or in support thereof, on the above mentioned matter.

CITY OF BURLINGTON

Dated at Burlington, Wisconsin, this 18<sup>th</sup> day February, 2019.

Diahnn Halbach, City Clerk

Published in the Burlington Standard Press  
February 28<sup>th</sup> and March 7<sup>th</sup>, 2019



**DATE:** March 19, 2019

**SUBJECT:** **RESOLUTION 4936(38)** - To approve Task Order Number 108, with Kapur and Associates, for Engineering Services regarding the City of Burlington Municipal Landfill.

**SUBMITTED BY:** Peter Riggs, Director of Public Works

---

**BACKGROUND/HISTORY:**

The City is required by the Wisconsin Department of Natural Resources (DNR) to complete regular monitoring and reporting for the closed, municipally owned, landfill located off of Maryland Avenue. Kapur and Associates have been providing these services on behalf of the City for many years. Kapur has thorough knowledge of the history and operations of the site. Task Order Number 108 provides for the following necessary services: environmental monitoring program, groundwater sampling, gas extraction system operation and maintenance, gas well point testing, and preparation and submittal of all DNR reporting. Task Order 108 provides for the completion of these services for 2019 and 2020.

**BUDGET/FISCAL IMPACT:**

The cost of Task Order Number 108 is \$52,732. This is a 5.8% increase (\$2,913) from the 2017-2018 Task Order Number 101 (\$49,819). Funding for the 2019 portion of this work was included in the 2019 Budget.

**RECOMMENDATION:**

Staff recommends approval of Task Order 108.

**TIMING/IMPLEMENTATION:**

This item was presented for discussion at the March 5, 2019 Committee of the Whole meeting and scheduled for final consideration at the March 19, 2019 Common Council Meeting.

---

**Attachments**

Res 4936(38)  
Task Order 108

---

**A RESOLUTION APPROVING TASK ORDER NUMBER 108, A TWO YEAR AGREEMENT, WITH KAPUR AND ASSOCIATES, INC. FOR LANDFILL SERVICES FOR THE NOT-TO-EXCEED AMOUNT OF \$52,732**

**WHEREAS**, the City of Burlington has entered into a master agreement for engineering services with Kapur and Associates, Inc.; and,

**WHEREAS**, the City has requested assistance with the coordination for municipal landfill services for: the semi-annual groundwater monitoring well sampling activities; methane gas monitoring and sampling activities at all points on the landfill perimeter, along with the gas extraction system, and inside designated properties/structures adjacent to or at the landfill; the evaluation of the groundwater laboratory data and gas monitoring results; and the preparation of DNR required reports, which has resulted in a task order, a copy of which is attached hereto and made a part thereof; and,

**WHEREAS**, said task order is for the not-to-exceed amount of \$52,732 and has been recommended for approval by the Director of Public Works.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington Task Order Number 108 is hereby approved for the not-to-exceed amount of \$52,732.

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute Task Order Number 108 on behalf of the City.

Introduced: March 5, 2019  
Adopted:

---

Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk

**TASK ORDER NUMBER 108**  
**DESIGN ENGINEERING SERVICES**

This Task Order is made as of December 31, 2018, under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between The City of Burlington (Owner) and Kapur & Associates, Inc. (Engineer). This Task Order is made for the following purpose;

To assist the City of Burlington with the following Tasks regarding the Environmental Monitoring Program, Groundwater Sampling, Gas Extraction System Operation & Maintenance, Gas Well Point Testing, and Preparation of the Wisconsin Department of Natural Resources (WDNR) Quarterly, Semi-Annual and Annual Reports for the Burlington Municipal Landfill, Milwaukee Avenue in the City of Burlington. This TASK ORDER is for two (2) years of oversight.

**Section A. – Scope of Services**

Engineer shall perform the following Services as described in Attachment A to this Task Order:

1. Coordinate the semi-annual groundwater monitoring well sampling activities. Thirteen wells are sampled semi-annually for parameters outlined in the WDNR Landfill Monitoring Document.
2. Methane gas monitoring and sampling activities at all points on the landfill perimeter, along the gas extraction system, and inside designated properties/structures adjacent to or at the landfill. Sixty-three monitoring points are sampled on either an annual, semi-annual, or quarterly basis for parameters outlined in the WDNR Landfill Monitoring Document.
3. Evaluate the groundwater laboratory data and gas monitoring results.
4. Prepare the WDNR Monthly, Semi-Annual and Annual Reports including:
  - Summary of field and laboratory results from the groundwater sampling activities
  - Summary of the methane gas sampling;
  - Site Map and Figures presenting the location of ALL sampling points and improvements;
  - Tables
  - Photos (if applicable)
  - Laboratory report and chain-of-custody;
  - Conclusions and Recommendations for modifications to the WDNR sampling program.

**Section B. – Schedule**

Engineer shall start the Scope of Services with the January 2017 landfill gas monitoring event and complete the Annual Reports (for two years) by January 2018 and January 2019.

**Section C. – Compensation**

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed Fifty-Two Thousand, Seven Hundred and Thirty-Two dollars and Zero Cents (\$52,732.00) based on the costs outlined in Attachment A of this Task Order payable according to the following terms:

A not-to-exceed amount based on the rates as listed in Attachment A of the Agreement, plus direct expenses. Cost plus services are limited to an agreed maximum figure unless amended.

Engineer may request a change to the billing rates if scope changes, beyond the control of the Engineer, resulting in an extension of the schedule or necessitates a change in personnel.

Compensation for Additional Services (if any) shall be paid by Owner to Engineer according to the hourly billing rates shown in Attachment A of the Agreement.

IN WITNESS WHEREOF, the Owner and Engineer have executed the Task Order.

Owner: City of Burlington

Engineer: Kapur & Associates, Inc.

By: \_\_\_\_\_

By: Travis W. Peterson

Signature: \_\_\_\_\_

Signature: Travis W. Peterson

Title: \_\_\_\_\_

Title: Environmental Manager

Date: \_\_\_\_\_

Date: November 12, 2018

## Kapur and Associates, Inc. Summary of Staff Hours and Labor Costs

<b>TASK ORDER #108</b>									
<b>Burlington Landfill - Groundwater and Gas Control System Monitoring, Sampling and Report Preparation For 2019-2020</b>									
CLASSIFICATION		Environmental Project Manager		Senior Project Scientist		Senior Environmental Technician		Total Labor	
Average Hourly Wage		\$139.00		\$112.00		\$82.00			
TASK DESCRIPTION	ACT. Code	Hours	Dollars	Hours	Dollars	Hours		Hours	Dollars
<b>FOR 2017 through 2018</b>									
Project Coordination		8	\$1,112.00	2	\$224.00			2	\$1,336.00
Groundwater Sampling		4	\$556.00	4	\$448.00	40	\$3,280.00	44	\$4,284.00
Gas Monitoring/Sampling		12	\$1,668.00	16	\$1,792.00	60	\$4,920.00	76	\$8,380.00
Gas System O&M		12	\$1,668.00	40	\$4,480.00	40	\$3,280.00	80	\$9,428.00
Meetings/Regulatory Correspondence		4	\$556.00	5	\$560.00	2	\$164.00	7	\$1,280.00
Evaluate Data		12	\$1,668.00	8	\$896.00	12	\$984.00	20	\$3,548.00
Prepare Update/Status Reports		8	\$1,112.00	22	\$2,464.00	32	\$2,624.00	54	\$6,200.00
Prepare Annual Report		2	\$278.00	18	\$2,016.00	12	\$984.00	30	\$3,278.00
<b>TOTALS</b>		<b>62</b>	<b>\$8,618.00</b>	<b>115</b>	<b>\$12,880.00</b>	<b>198</b>	<b>\$16,236.00</b>	<b>313</b>	<b>\$37,734.00</b>
<b>SubTotal:</b>								<b>\$37,734.00</b>	
<b>Expenses:</b>								<b>\$14,998.00</b>	
<b>Project Total:</b>								<b>\$52,732.00</b>	

Summary of Expenses	Units	Cost	Total
Methane Sampling	Per Year	\$1,150.00	\$2,300.00
Laboratory Analysis	Per Year	\$3,494.00	\$6,988.00
Field Equipment	Per year	\$2,855.00	\$5,710.00
<b>Totals</b>			<b>\$14,998.00</b>

Servicing and calibration  
 Groundwater sampling  
 Meters and sampling equipment for water quality, monitoring and sampling



**DATE:** March 19, 2019

**SUBJECT:** RESOLUTION 4938(40) - To approve a Task Order Number One with Ayres Associates to Update the Comprehensive Outdoor Recreation Plan.

**SUBMITTED BY:** Peter Riggs, Director of Public Works

**BACKGROUND/HISTORY:**

The Comprehensive Outdoor Recreation Plan (CORP) is a policy document that provides the vision for the development and maintenance of the City's park system. The document inventories our outdoor amenities and identifies challenges and opportunities for growth. The document is critical for securing grant funding, such as the recently awarded DNR Stewardship Grant for the Riverside Park improvements.

To stay current, and eligible for grant funding, a CORP must be updated at least every 5 years. The City's first CORP was created in 1996. It was later updated in 2010 and again in 2014. The current CORP expires at the end of 2019.

The attached task order provides for contractual services through Ayres and Associates to update the CORP. Ayres has provided this service in the past and been successful in creating a document that can not only guide the City's park development but secure grant funding.

**BUDGET/FISCAL IMPACT:**

The cost of the Task Order is \$11,874. The 2019 Budget includes funding for this project.

**RECOMMENDATION:**

The Park Board has made a recommendation to approve this Task Order at their February 21, 2019 meeting. Staff also recommends approval.

**TIMING/IMPLEMENTATION:**

This item was presented for discussion at the March 5, 2019 Committee of the Whole meeting and is scheduled for final consideration at the March 19, 2019 Common Council meeting.

If approved by the Common Council, Ayres will begin working on the CORP update in April. Citizen engagement, discussions with the Park Board, meetings with stakeholders, and inventorying park amenities will occur in the summer. Completion of the document is expected in the Fall of 2019.

**Attachments**

- Res 4938(40)
- Task Order CORP update

**A RESOLUTION APPROVING TASK ORDER NUMBER 1 WITH AYRES ASSOCIATES FOR SERVICES RELATED TO THE COMPLETION OF THE COMPREHENSIVE OUTDOOR RECREATION PLAN (CORP) FOR 2020-2025**

**WHEREAS**, the City of Burlington has entered into agreements for engineering services with Ayres Associates; and,

**WHEREAS**, the City has requested assistance with planning efforts required to update the existing CORP.

This has resulted in a task order, a copy of which is attached hereto and made a part thereof; and,

**WHEREAS**, said task order is for the not-to-exceed amount of \$11,874 and has been recommended for approval by the Park Board and the Director of Public Works.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington Task Order Number 1 is hereby approved for the not-to-exceed amount of \$11,874.

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute Task Order Number 1 on behalf of the City.

Introduced: March 5, 2019  
Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk

January 22, 2019



Peter Riggs  
Director of Public Works  
City of Burlington  
2200 S. Pine Street  
Burlington, WI 53105

Re: CORP Update

Dear Peter,

Thank you for the opportunity to submit a proposal for the update of the CORP for the City of Burlington. We are excited to engage with you on this project and continue our work from the previous version. This proposal outlines our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The project includes planning efforts required to update the existing CORP and submittal to DNR for adoption. Our approach to formulation of this type of plan goes beyond the basic requirements as outlined by the DNR. We view a CORP or Parks System Master Plan as a roadmap and working tool for the department to follow for a 5-10 year period. Our strategies outline development potential, maintenance issues, funding mechanisms, and demographic needs analysis. Per our discussion, I have also included a task for the completion of bidding documents for the new shelter and kayak launch at Riverside Park and Construction Administration Services.

Basemap information will be assembled from available GIS and LIDAR files.

Scope of Services

See below

Responsibilities of Owner and Others

Provide any basemap materials or other pertinent information to the project.

Time Schedule

The work is anticipated to take 4-5 months to complete and can begin in March, 2019.

Fee

In consideration of the preceding scope of services, our proposed fees are lump sum as follows:

I. CORP	\$ 11,874
II. Riverside Park Improvements	\$ 16,840
III. Riverside Park CA Services	\$ 6,500

Contract Terms and Conditions

See below.

Acceptance

If this proposal is acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

Proposed by Consultant: Ayres Associates,  
Inc

Accepted by: City of Burlington



---

Name: Blake Theisen  
Title: Project Manager  
Date: 1-22-2019

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Name:  
Title:  
Date:



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Name: Bruce Morrow, PLA  
Title: Group Manager  
Date: 1-22-2019

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## SCOPE

### TASK I. CORP UPDATE

- Conduct background research and data collection. Acquire and review existing plans, reports, and maps related to the project.
- Attend kickoff meeting with City staff and Park Board (Meeting #1). This meeting will address topics including:
  - Goals and objectives
  - Mission statement
  - Priorities
  - Existing park facilities
  - Staffing issues
  - Programming elements
  - Long-term needs
  - Proposed communitywide land use plans
- Establish project timeline and schedule public meeting dates.
- Tour existing City owned park and open space sites to conduct facility inventory and analysis. Ayres will also photo-document existing facilities in City parks during this visit. Elements to be investigated include:
  - Recreational facilities
  - Amenities
  - Site access and connectivity
  - Linear greenspaces and green infrastructure
  - ADA accessibility
  - Safety issues
  - Environmental impacts (drainage, noise abatement, wetlands, etc.)
- Create and administer online survey instrument.
- Analyze City staff and public input results.
- Create plan maps and identify zones of strengths and weaknesses. Maps may include:
  - Existing Park and Open Space System
  - Park Service Areas
  - Needs Assessment (demographic patterns, etc.)
- Formulate preliminary recommendations to include:
  - Promotion and education
  - Facilities and operations (including strategies for barrier-free access, ADA compliance)
  - Environmentally sustainable practices
  - Surplus or shortage property strategies
  - Programming and facility type gaps
- Attend review meeting with City staff and Park Board (Meeting #3).
- Prepare preliminary draft plan and associated graphics.

- Formulate cost estimates for proposed improvements/options.
- Create a 5- to 10-year capital improvement plan for the park system with cost projections for development, maintenance, and acquisition.
- Identify new opportunities and develop potential funding strategies.
- Prepare final draft report documents to include all graphic plans and relative character images.
- Present final plan to Park Board or Common Council (Meeting #4).

Deliverables for Task I (delivered electronically in PDF or native file format as requested):

- 1 summary memo from kickoff meeting
- Preliminary facility inventory matrix
- Digital site photographs
- Field notes and observations
- 10 (11"x17") preliminary plan maps
- 1 (8.5"x11") preliminary recommendations memo
- 1 PDF format set of presentation materials
- 10 (8.5"x11") Final color CORP plans including fold-out maps and graphics
- 1 compact disk or DVD containing PDF of all plan materials, site photos, and meeting minutes.

## TASK 2. RIVERSIDE PARK IMPROVEMENTS

- Develop construction plans and bid specifications for the improvements at Riversdie Park in keeping with the recently awarded 2019 DNR grant scope. Elements to be included are a new open air pavilion to match the Whemhoff Jucker Pavillion, canoe/kayak launch, and associated site improvements for connectivity.
- Assemble bid form and special provision specifications for bidding.
- Compile estimate of probable construction costs.
- Assist the city with advertising for public bidding of the project.
- Review public bids and provide the City with bid tab and recommendation memo.

## TASK 3. CONSTRUCTION ADMINISTRATION SERVICES

- Attend construction meetings as required for the project (5 included in fee) and provide city with photo documentation of progress and meeting minutes.
- Review shop drawings, submittals, and pay requests.
- Conduct punch list review and provide checklist to owner and contractor.

## ASSUMPTIONS

Existing basemap information will be provided by the City in digital format (CAD/GIS). Topographic survey and geotechnical investigations are not included in this scope. Meeting locations will be reserved and noticed by the City.

**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

**1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

**2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice, except as described above. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

**3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

**4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

**5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

**6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon the signing of this agreement. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

**7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

**8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

**9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

**10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

**11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant subject to the requirements of Wisconsin's Public Records Law.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

**16. Controlling Law:** This contract is to be governed by the law of Wisconsin.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



**DATE:** March 19, 2019

**SUBJECT:** **RESOLUTION 4939(41)** - To approve a Task Order Number Two for Ayres Associates for Design and Construction Management Services for Riverside Park Improvements.

**SUBMITTED BY:** Peter Riggs, Director of Public Works

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**BACKGROUND/HISTORY:**

In April of 2018 the City secured Ayres Associates to assist with an application for a Wisconsin Department of Natural Resources (DNR) Stewardship Grant for improvements to Riverside Park. These improvements consist of replacement of the aging pavilion structure, installation of a canoe/kayak launch, and shoreline stabilization. These improvements were recommended in the 2015-2019 Comprehensive Outdoor Recreation Plan and are supported by the Park Board. The total project cost is estimated at \$160,000, half of which (\$80,000) would be eligible for reimbursement through the grant.

The City was successful in obtaining the grant and is ready to move forward with the next step of the project. Attached is the task order for Ayres Associates to assist the City with completion of bidding documents and construction administration for a cost of \$23,340. Ayres has assisted the City on numerous successful park projects in the past and is very familiar with the community.

**BUDGET/FISCAL IMPACT:**

This task order has a cost of \$23,340. This was accounted for in the 2019 Budget for the Park Development Fund.

**RECOMMENDATION:**

The Park Board passed a motion recommending the approval of the task order at their February 21, 2019 meeting. Staff also recommends approval of this task order.

**TIMING/IMPLEMENTATION:**

This item was presented for discussion at the March 5, 2019 Committee of the Whole and is scheduled for final consideration at the March 19, 2019 Common Council Meeting.

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**Attachments**

Res 4939(41)

Riverside Improvements Task Order

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**A RESOLUTION APPROVING TASK ORDER NUMBER 2  
WITH AYRES ASSOCIATES FOR SERVICES RELATED TO THE  
RIVERSIDE PARK IMPROVEMENTS**

**WHEREAS**, the City of Burlington has entered into agreements for engineering services with Ayres Associates in the past; and,

**WHEREAS**, the City has requested assistance with preparation of bid documents and construction administration for planned improvements to Riverside Park to include:

- New open air pavilion to match the Wehmhoff Jucker Pavilion
- Canoe/kayak launch
- Shoreline restoration

This has resulted in a task order, a copy of which is attached hereto and made a part thereof; and,

**WHEREAS**, said task order is for the not-to-exceed amount of \$23,340 and has been recommended for approval by the Park Board and the Director of Public Works.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington Task Order Number 2 is hereby approved for the not-to-exceed amount of \$23,340.

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute Task Order Number 2 on behalf of the City.

Introduced: March 5, 2019  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach, City Clerk

February 19, 2019



Peter Riggs  
Director of Public Works  
City of Burlington  
2200 S. Pine Street  
Burlington, WI 53105

Re: Riverside park improvements

Dear Peter,

Thank you for the opportunity to submit a proposal for the implementation of the Riverside Park grant improvements. As you know, we have worked in this park before and know the conditions well. This proposal outlines our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The project includes planning efforts required for the completion of bidding documents for the new shelter and kayak launch at Riverside Park and Construction Administration Services.

Basemap information will be assembled from available GIS and LIDAR files.

Scope of Services

See below

Responsibilities of Owner and Others

Provide any basemap materials or other pertinent information to the project.

Time Schedule

The work is anticipated to take 2-3 months to complete and can begin in April, 2019.

Fee

In consideration of the preceding scope of services, our proposed fees are lump sum as follows:

I. Riverside Park Improvements	\$ 16,840
II. Riverside Park CA Services	\$ 6,500

Contract Terms and Conditions

See below.

Acceptance

If this proposal is acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

Proposed by Consultant: Ayres Associates,  
Inc

Accepted by: City of Burlington



---

Name: Blake Theisen  
Title: Project Manager  
Date: 2/19/2019

---

Name:  
Title:  
Date:



---

Name: Bruce Morrow, PLA  
Title: Group Manager  
Date: 2/19/2019

---

## SCOPE

### TASK 1. RIVERSIDE PARK IMPROVEMENTS

- Develop construction plans and bid specifications for the improvements at Riversdie Park in keeping with the recently awarded 2019 DNR grant scope. Elements to be included are a new open air pavilion to match the Whemhoff Jucker Pavillion, canoe/kayak launch, and associated site improvements for connectivity.
- Assemble bid form and special provision specifications for bidding.
- Compile estimate of probable construction costs.
- Assist the city with advertising for public bidding of the project.
- Review public bids and provide the City with bid tab and recommendation memo.

### TASK 2. CONSTRUCTION ADMINISTRATION SERVICES

- Attend construction meetings as required for the project (5 included in fee) and provide city with photo documentation of progress and meeting minutes.
- Review shop drawings, submittals, and pay requests.
- Conduct punch list review and provide checklist to owner and contractor.

### ASSUMPTIONS

Existing basemap information will be provided by the City in digital format (CAD/GIS). Topographic survey and geotechnical investigations are not included in this scope. Meeting locations will be reserved and noticed by the City.

**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

**1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

**2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice, except as described above. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

**3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

**4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

**5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

**6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon the signing of this agreement. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

**7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

**8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

**9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

**10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

**11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant subject to the requirements of Wisconsin's Public Records Law.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

**16. Controlling Law:** This contract is to be governed by the law of Wisconsin.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



**DATE:** March 19, 2019

**SUBJECT:** RESOLUTION 4940(42) - To approve Change Order Number 1 for Well #11 Radium Compliance Improvements.

**SUBMITTED BY:** Peter Riggs, Director of Public Works

**BACKGROUND/HISTORY:**

The City of Burlington took action to remediate radium compliance issues at Well #11 through construction of a water softening system. This work was awarded to Butters Fetting Co, Inc. in February of 2017 for a cost of \$847,500. Baxter & Woodman served as the City's engineering consultant and project manager for this project. Construction began in June 2017 and the well was placed back into service in April of 2018. All aspects of the project have been completed. Water quality sampling complete thus far are compliant with regulations and the treatment is effective.

Change Order #1 contains work tasks in excess of the provisions of the contract with Butters Fetting that were completed. These items include additional paving, additional pipe and interior painting, and electrical modifications for the treatment system and piping. The total cost of Change Order #1 is \$19,928.70. These changes were necessary for the use, protection, and effective operation of the Well and the softening system.

**BUDGET/FISCAL IMPACT:**

The City was awarded a Safe Drinking Water Loan in the amount of \$1,054,675.00 to fund this project. The project came in under the expected bid amount at \$847,500.00. The total cost to complete the project, including Change Order Number 1, is \$867,428.70. The remaining Safe Drinking Water Loan dollars will reduce the debt versus being able to expend the remaining dollars on another project. Dollars from the Safe Drinking Water Loan are unable to be reallocated.

**RECOMMENDATION:**

Baxter & Woodman and City staff negotiated with Butters Fetting regarding the items included in Change Order Number 1. Change Order Number 1 is a compromise from the initial contractor request and is agreeable to the contractor and staff. Staff and Baxter & Woodman recommend approval of Change Order Number 1.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the March 19, 2019 Committee of the Whole Meeting and due to timing requirements for the Safe Drinking Water Loan close out, is scheduled for final consideration at this evening's Common Council Meeting .

**Attachments**

RES 4940(42) Change Order #1 for Well 11  
Change Order Number 1

**A RESOLUTION APPROVING CONTRACT CHANGE ORDER NUMBER ONE  
WITH BUTTERS FETTING CO, INC. FOR AN INCREASE IN THE CONTRACT IN  
THE AMOUNT OF \$19,928.70**

**WHEREAS**, Resolution 4833(52) approved the award of the bid to Butters Fetting Co, Inc. for the Well #11 Radium Compliance Improvement Project for the Lump Sum Bid of \$847,500; and,

**WHEREAS**, the City of Burlington entered into a contract with Butters Fetting Co, Inc. for said improvements; and,

**WHEREAS**, during the course of work it was determined that a change was necessary to the planned asphalt paving portion of the project, expanded painting of pipes and well house interior, modifications to electrical plan, and cash allowance differential; and,

**WHEREAS**, said Change Order Number One for an amount of \$19,928.70 has been recommended for approval by the Engineer (Baxter & Woodman, Inc.) and the Director of Public Works; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that Change Order Number One is hereby approved for an increase in the amount of \$19,928.70.

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute Change Order Number One on behalf of the City.

Introduced: March 19, 2019  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach, City Clerk

**CHANGE ORDER NO. 1**

**PROJECT:** Well 11 Radium Compliance Improvements

**DATE OF ISSUANCE:** January 31, 2019

**OWNER:** City of Burlington  
300 N. Pine Street  
Burlington, WI 53105

**ENGINEER:** Baxter & Woodman, Inc.  
256 South Pine Street  
Burlington, WI 53105

**CONTRACTOR:** Butters-Fettig Co. Inc.  
1669 S. 1<sup>st</sup> Street,  
Milwaukee, WI 53204-2999

**ENGINEER's Project No.** 140318.60

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**Description:** See the attached summary.

---

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$847,500.00

Previous Change Orders:  
No. - to No. - \$0.00

Current Contract Price: \$847,500.00

Net Increase of this Change Order: 19,928.70

Contract Price with this Change Order: \$867,428.70

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
Substantial Completion: February 25, 2018  
Completion: March 27, 2018

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Change from previous Change Orders: None

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Current Contract Time:  
Substantial Completion: February 25, 2018  
Completion: March 27, 2018

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Net increase of this Change Order: None

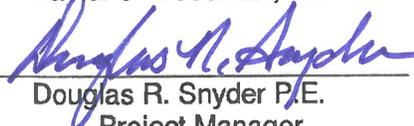
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Contract Time with this Change Order:  
Substantial Completion: February 25, 2018  
Completion: March 27, 2018

---

**PREPARED BY:**

Baxter & Woodman, Inc

By   
Douglas R. Snyder P.E.  
Project Manager

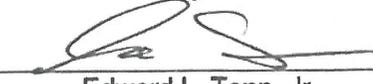
**APPROVED:**

City of Burlington, WI

By \_\_\_\_\_  
Jeanie Hefty  
Mayor

**ACCEPTED:**

Butters-Fettig Co., Inc.

By   
Edward L. Tonn, Jr.  
President

**Change Order No. 1 Summary**  
City of Burlington  
Well 11 Radium Compliance Improvements  
January 30,2019

Item #	Attachment	Description	Proposed Cost	Bid Amount
		<b>Cash Allowances</b>		
1	Yes	Submittal Exchange	\$2,195.00	\$2,500.00
2	Yes	Water Sampling Station	\$5,261.76	\$5,000.00
3	Yes	SCADA Integration	\$30,436.00	\$30,000.00
		Subtotal =	\$37,892.76	\$37,500.00
		5% Mark-up on the Difference =	\$19.64	
		<b>Non Cash Allowances</b>		
4	Yes	Driveway Addition 373 SY *\$22/SY + 5% Markup - See Work Directive 1/Sketch	\$8,616.30	
5	Yes	Additional Painting -- Building Interior - 6 man days plus markup	\$4,800.00	
6	Yes	Additional Painting - Existing Piping - 6 man days plus markup	\$4,800.00	
7	Yes	Electrical Modifications - Connection to the Meter	\$1,300.00	
<b>Totals =</b>			\$57,428.70	\$37,500.00
<b>Change Order Amount</b>			<b>\$19,928.70</b>	



**DATE:** March 19, 2019

**SUBJECT:** **RESOLUTION 4941(43)** - To approve a Work Order with Baxter & Woodman, Inc. for the Preparation of an Adaptive Management Plan.

**SUBMITTED BY:** Peter Riggs, Director of Public Works

**BACKGROUND/HISTORY:**

The City of Burlington is permitted by the Wisconsin Department of Natural Resources (WDNR) through the Wisconsin Pollution Discharge Elimination System (WPDES) to own and operate the wastewater treatment plant. Part of this permitting requires compliance with limits on the effluent discharged from the plant, specifically phosphorous. WDNR requires a series of reports to show permit holders are evaluating how to become compliant with phosphorous limits, and then ultimately requires that they choose a path to achieve compliance as part of permit renewal. WDNR will then monitor progress towards compliance throughout the permit term. Baxter & Woodman has assisted the City with these reports and is in the process of preparing the Final Compliance Alternatives Plan and WPDES permit renewal. The alternative identified in these reports as the most viable solution for the City will be included in the new WPDES permit. The permit will commit the City to a method for achieving compliance with phosphorous discharge requirements for the term of the permit. The City's options are as follows:

**OPTION 1:**

Generally, the most expensive, and therefore least desirable, option would be a treatment plant upgrade. A plant upgrade is estimated to cost between \$8.1 and \$15.2 million depending on the treatment process. In addition these upgrades carry \$275,000 in increased annual operating costs. If this option were to be selected a consultant would be needed to prepare plans for the project. Those costs would be accounted for in the 2020 Budget. Throughout the evaluation process, staff and Baxter & Woodman have sought to find options other than a construction solution.

**OPTION 2:**

The most likely alternatives to a plant upgrade initially included the Multi-Discharger Variance (MDV) and Adaptive Management. MDV allows permit holders that meet certain criteria to pay a per pound fee for the phosphorous they discharge. MDV is an attractive option because the costs are significantly less than a plant upgrade and it is a simple program to administer. Unfortunately, it has been determined by Baxter & Woodman and WDNR that the City is not eligible for MDV.

**OPTION 3:**

Adaptive Management allows point source dischargers to perform water quality improvement projects in their discharge watershed instead of only focusing on treating effluent. This allows permit holders to find less costly ways to keep phosphorous out of waterways. These projects can take many forms, but all are focused on keeping phosphorous out of the watershed. Typical projects could include shoreline stabilization, vegetative buffers, and cover crop installation.

These projects occur within the watershed and are not confined to municipal boundaries or publicly owned lands. This can be a difficult concept for Wastewater Utilities and local governments to embrace as it involves investment of wastewater rate payer funds to perform projects outside of the sanitary service area and municipal boundaries. These concerns are offset by often dramatic cost savings by not having to construct a treatment plant upgrade.

The Burlington Wastewater Utility is eligible for Adaptive Management. Staff along with Baxter and Woodman met with representatives from WDNR to discuss the viability of Adaptive Management in our discharge watershed. The requirements of the permit are attainable and there are ample projects, including some within the municipal limits on publicly owned property. In addition, significant work has already been performed to establish

relationships with partnering agencies including County and State offices, regional watershed groups, and members of the regional agricultural community. Other permit holders that have pursued Adaptive Management include: Fort McCoy, Tomah WWTF, City of Plymouth, Oconomowoc WWTF, Dane-Iowa WWTF, Madison Metropolitan Sewerage District, Blue Mounds WWTF, and Deerfield WWTF.

The timing of selecting Adaptive Management is different than a treatment plant upgrade. If Adaptive Management is selected as the compliance method an Adaptive Management Plan (AMP) must be submitted with the WPDES permit renewal. Unfortunately our permit renewal deadline and Final Alternatives Compliance Plan have the same submittal deadline. This creates a challenge in that we must submit the AMP, a finished, formal plan, at the same time that we submit the report stating our findings and intent to create an AMP.

**BUDGET/FISCAL IMPACT:**

The cost of the work order is \$23,170. During the creation of the 2019 Budget it was not anticipated that City would be eligible to perform Adaptive Management as part of phosphorous compliance efforts. During budget creation the outcome of the Final Compliance Alternatives Plan for Phosphorous was assumed to be either a Multi-Discharger Variance or treatment plant upgrade. Both of these options would have implications for the 2020 Budget, but not necessarily the 2019 Budget. As such, we did not include funding for the preparation of the AMP in the 2019 Budget. To ensure expenses do not exceed the appropriations of the 2019 Budget, Staff has recommended foregoing the implementation of the Phosphorous Analyzer Integration Project until 2020. The analyzer integration project serves an important role in our phosphorous compliance strategy but it can be deferred a year without jeopardizing compliance. This deferment would free up \$40,000, which would more than cover the expense of the AMP preparation.

While the exact costs for compliance through Adaptive Management are unknown, it is extremely unlikely to be comparable to costs of the construction alternative. According to the Preliminary Compliance Alternatives Report the lowest cost construction solution is \$8.1 million and would require \$278,000 in annual operating expenses. Projects identified in the Adaptive Management Plan would need to be funded by the utility in future budgets. These costs will be estimated in the Adaptive Management Plan but exact costs would not be known until each project is designed. It is reasonable to assume that the annual costs to perform these projects will be significantly less than the debt service and operating costs associated with a construction solution. It is therefore the least expensive route to phosphorous compliance.

**RECOMMENDATION:**

Staff and Baxter and Woodman recommend Option 3. Adaptive Management, as the most efficient, lowest cost, attainable option to achieve compliance with WDNR and WPDES permit requirements for phosphorous.

Staff recommends approval of the work order for Baxter & Woodman to prepare the Adaptive Management Plan.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the March 19, 2019 Committee of the Whole Meeting and due to a timing concern, has been scheduled for final consideration at the same evening Common Council Meeting.

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**Attachments**

RES 4941(43) AMP Baxter and Woodman  
Task Order Adaptive Management Plan  
Preliminary Compliance Alternatives

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**A RESOLUTION APPROVING A WORK ORDER FOR BAXTER & WOODMAN, INC.  
TO PREPARE AN ADAPTIVE MANAGEMENT PLAN  
FOR THE NOT-TO-EXCEED AMOUNT OF \$23,170.00**

**WHEREAS**, the Wisconsin Department of Natural Resources (WDNR) requires the City to submit reports and plans as part of our Wisconsin Pollution Discharge Elimination System (WPDES) permit; and,

**WHEREAS**, the Final Compliance Alternatives Plan for Phosphorous is due to WDNR by June 30, 2019 as required in the City of Burlington WPDES permit; and,

**WHEREAS**, the findings of the Final Compliance Alternatives Plan for Phosphorous will be that an Adaptive Management Plan is the preferred approach for achieving phosphorous compliance; and,

**WHEREAS**, the City must submit WPDES permit renewal application to WDNR by June 30, 2019; and,

**WHEREAS**, an Adaptive Management Plan must be submitted along with WPDES permit renewal application; and,

**WHEREAS**, the City entered into an Engineering Services Agreement with Baxter & Woodman, Inc. on February 7, 2014; and,

**WHEREAS**, the City has executed work orders with Baxter & Woodman, Inc. for engineering services related to phosphorus discharge compliance and assistance with WPDES permit application under the Engineering Services Agreement; and,

**WHEREAS**, the Director of Public Works and the Wastewater Foreman recommend approval of the work order for Baxter & Woodman, hereto attached, for the not-to-exceed amount of \$23,170.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that the City of Burlington shall approve the work order for Baxter & Woodman, Inc., hereto attached, for the not-to-exceed amount of \$23,170.00.

**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute this work order on behalf of the City.

Introduced: March 19, 2019  
Adopted:

\_\_\_\_\_  
Jeannie Hefty, Mayor

Attest:

\_\_\_\_\_  
Diahn Halbach, City Clerk

**CITY OF BURLINGTON, WISCONSIN  
ADAPTIVE MANAGEMENT PLAN  
ENGINEERING SERVICES  
WORK ORDER**

**ENGINEERS' PROJECT NO. 190063.30**

**Project Description:**

The Project consists of assisting the City with preparing the Adaptive Management Plan, due June 30, 2019, in accordance with the Modified January 1, 2018 Wisconsin Pollution Elimination Discharge System (WPDES) permit.

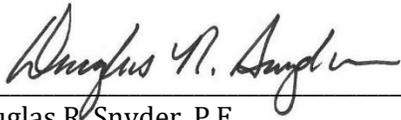
**Engineering Services:**

The general provisions of this contract are enumerated in the Engineering Services Agreement between the City and Engineers dated February 7, 2014. The scope of services for this Project are listed in Attachment A of this Work Order.

**Compensation:**

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated February 7, 2014. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based on the Engineer's standard hourly billing rates for actual work time performed plus a reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$23,170.

Submitted by: **BAXTER & WOODMAN, INC.**

By:   
Douglas R. Snyder, P.E.

Title: Regional Manager

Date: March 4, 2019

Approved: **CITY OF BURLINGTON, WI**

By: \_\_\_\_\_  
Jeannie Hefty

Title: Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Diahn Halbach, City Clerk

**Additional Comments and Conditions:** None.

### SCOPE OF SERVICES

1. PROJECT ADMINISTRATION AND MEETINGS – Confer with City staff and project team to ensure that the goals of the Project are achieved, and to clarify and define the general scope, extent, and character of the Project. Submit a draft of the Adaptive Management Plan to City staff for review and incorporate City’s comments into the final report. Attend meetings to present information to the City regarding the Plans.
2. IDENTIFY PARTNERS – Identify key potential partners that will assist with the adaptive management plan implementation, plan development, and outreach & education. The City will determine the role of the partners and develop a communication strategy for the partners.
3. DESCRIBE THE WATERSHED AND SET THE LOAD REDUCTIONS GOALS – Collect the watershed boundaries and watershed area. Define the action area that adaptive management activities will occur. Describe water quality characteristics of the receiving water. Calculate the target load reduction. The City will collect phosphorus and flow data for the most downstream point of the action area.
4. CONDUCT A WATERSHED INVENTORY – Coordinate local county (Land and Water Conservation Department) LWCD and Wisconsin Department of Natural Resources (WDNR). Nonpoint Source coordinator to collect current and historic land use data. Obtain web soil survey through the local County LWCD or Natural Resources Conservation Service (NRCS) website. The City will provide the future land use map, determine how land uses may change in the future and key land uses categories.
5. IDENTIFY WHERE REDUCTIONS WILL OCCUR – Evaluate data collected by the City. Identification of critical source areas. The City will contact the County LWCD, NRCS, WDNR local nonpoint source coordinator and others to assist with determining where the critical source areas are located within the watershed. The City will also perform a windshield survey to validate existing land uses, identify opportunities for conservation practices, determine typical cropping rotations, and approximate the animal density in the watershed.
6. DESCRIBE MANAGEMENT MEASURES – Describe the general management measures planned to be used for each source reduction category. The City will communicate with partners to confirm that management measure identified in the step are reasonable, acceptable, and effective.
7. ESTIMATE LOAD REDUCTIONS EXPECTED BY PERMIT TERM – Quantify the phosphorus reduction needed from point and nonpoint sources to meet water quality goals. Approximate the phosphorus reductions expected from nonpoint source management measure by permits term. Detailed modelling will only be done as needed once a management measure has been selected.

8. MEASURING SUCCESS – The City will collect and analyze phosphorus and flow data. The collection point will be the furthest point downstream of the adaptive management action area. The City will also collect and analyze phosphorus and flow data of tributaries as needed to determine effectiveness and quantify water quality improvements made in the watershed.
9. FINANCIAL SECURITY – The City will evaluate the adaptive management implementation costs, consider any cost sharing opportunities, and provide a written statement that the costs are feasible.
10. IMPLEMENTATION SCHEDULE WITH MILESTONES – The management measures will be prioritized. Provide compliance dates for adaptive management interim limits and water quality milestones.
11. ADAPTIVE MANAGEMENT REPORT – Prepare an Adaptive Management Plan using the general format of the scope items described above. Incorporate comments from the WDNR during their review period.

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# Preliminary Compliance Alternatives City of Burlington

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December 2018

# City of Burlington, Wisconsin Preliminary Compliance Alternatives

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- A Stipulation Agreement / WPDES Permit
- B Operational Evaluation of Phosphorus Removal

## LIST OF ABBREVIATIONS

ADF	-	average daily flow
avg	-	average
BOD <sub>5</sub>	-	five-day biochemical oxygen demand
BPR	-	biological phosphorus removal
BNR	-	biological nutrient removal
DMR	-	daily monitoring report
DO	-	dissolved oxygen
EPA	-	Environmental Protection Agency
Fe	-	iron
GBT	-	gravity belt thickener
gcd	-	gallons per capita per day
gpd	-	gallons per day
gpm	-	gallons per minute
lbs	-	pounds
max	-	maximum
MDF	-	maximum design flow
MG	-	million gallons (or mil gal)
MGD	-	million gallons per day
mg/L	-	milligrams per liter (parts per million in dilute solutions)
min	-	minimum
ML	-	mixed liquor
NH <sub>3</sub> N	-	ammonia nitrogen
ORP	-	oxidation-reduction potential
P	-	phosphorus
PE	-	population equivalent
ppd	-	pounds per day (or lb/day)
RAS	-	return activated sludge
TKN	-	total Kjeldahl nitrogen
TN	-	total nitrogen
TP	-	total phosphorous
TSS	-	total suspended solids (or SS)
VFA	-	volatile fatty acid
VFD	-	variable frequency drive
WAS	-	waste activated sludge
WDNR	-	Wisconsin Department of Natural Resources
WWTP	-	wastewater treatment plant
WPDES	-	Wisconsin Pollutant Discharge Elimination System
WQBEL	-	water quality based effluent limit

# 1. INTRODUCTION

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## 1.1 Purpose and Scope

The City of Burlington is permitted by the Wisconsin Department of Natural Resources (WDNR) to own and operate their wastewater treatment plant (WWTP). The existing WWTP is regulated under the requirements contained in WPDES Permit No. WI-0022926-09-1.

When the permit was re-issued in 2014, it included more stringent limits on the levels of phosphorus allowed to be discharged to the Fox River. The permit contained a water quality based effluent limitation (WQBEL) and compliance schedule. Compliance with the terms of the permit would have required the construction of advanced treatment units unless alternative compliance measures that achieve the water quality in the discharge stream contemplated by the WDNR. The City challenged the phosphorus WQBEL and the associated compliance schedule in a petition filed in February 2015. This permit is for the requirement to submit a Preliminary Compliance Alternatives report by December 31, 2018.

This report serves as the basis for future efforts with a focus on phosphorus compliance. Topics in this report include:

- Existing treatment facilities.
- Current conditions including wastewater flows and waste loads, effluent water quality, and sludge handling practices.
- Adequacy and performance of the current facilities.
- Ability of the existing treatment facilities to meet the interim and future phosphorus limits, whether the current operations can be modified to further enhance phosphorus removal, and what alternatives may exist for the City to ultimately achieve compliance.
- Current and future sludge production, processing, disposal, and quality alternatives.

## 1.2 Wastewater Treatment Plant History

The City of Burlington underwent a major upgrade in the early 1990s to serve an increased population equivalent (PE) of approximately 40,000 with an average daily flow (ADF) of 3.5 million gallons per day (MGD) and a peak design flow (MDF) of 16.5 MGD. A new influent pumping station and screening building were located at the existing wastewater treatment plant. At a new site, a two-stage process (trickling filtration followed by activated sludge) was constructed. The new site includes an administration building, forward flow treatment including UV disinfection, solids handling facilities including gravity belt thickening, anaerobic digestion, and liquid sludge storage.

### 1.3 WPDES Permit Provisions

Table 1 summarizes the effluent limits contained in the current Burlington WPDES permit and the draft stipulation agreement and modified WPDES permit. The limits of phosphorus are more stringent than required under previous permits. The interim limit of 1 mg/L total phosphorus is currently in-force; the ultimate limit of 0.100 mg/L will potentially be enforceable under a future permit. An evaluation of the existing facilities' capability to meet both the interim and ultimate phosphorus limits is presented later in this report.

**TABLE 1**  
**WPDES Permit Effluent Limits**

Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Flow Rate		MGD	Continuous	Continuous	
Suspended Solids, Total	Monthly Avg	30 mg/L	5/Week	24-Hr Flow Prop Comp	
Suspended Solids, Total	Weekly Avg	45 mg/L	5/Week	24-Hr Flow Prop Comp	
BOD <sub>5</sub> , Total	Monthly Avg	30 mg/L	5/Week	24-Hr Flow Prop Comp	
BOD <sub>5</sub> , Total	Weekly Avg	45 mg/L	5/Week	24-Hr Flow Prop Comp	
Nitrogen, Ammonia (NH <sub>3</sub> -N) Total	Daily Max - Variable	mg/L	3/Week	24-Hr Flow Prop Comp	
Nitrogen, Ammonia (NH <sub>3</sub> -N) Total	Monthly Avg	13 mg/L	3/Week	24-Hr Flow Prop Comp	October Only
Fecal Coliforms	Geometric Mean	400#/ 100 mL	Weekly	Grab	May-September Only
pH Field	Daily Max	9.0 su	Daily	Grab	
pH Field	Daily Min	6.0 su	Daily	Grab	
Phosphorus, Total	Monthly Avg	1.0 mg/L	3/Week	24-Hr Flow Prop Comp	Interim Limit
Mercury, Total Recoverable	Daily Max	3.1 ng/L	Quarterly	24-Hour Flow Prop Comp	Interim Limit
Acute WET		TU <sub>a</sub>	Per Occurrence	24-Hour Flow Prop Comp	
Chronic WET		rTU <sub>c</sub>	Per Occurrence	24-Hour Flow Prop Comp	

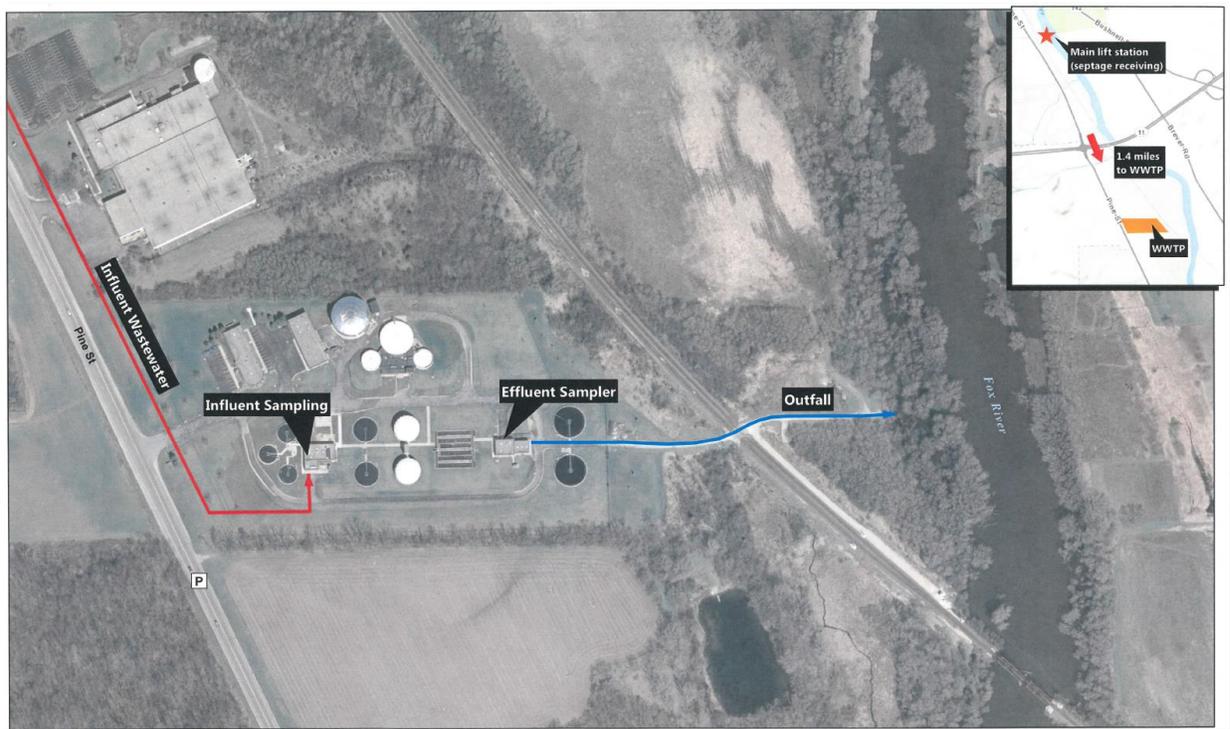
## 2. EXISTING FACILITIES REVIEW

### 2.1 Current Design

The Burlington WWTP provides treatment for domestic wastewater generated within the Burlington Sewer Service Area (SSA), Browns Lake Sanitary District, and Bohner's Lake Sanitary District and accepts a significant amount of hauled waste. The facility also treats wastewater from several industries including Nestle, Echo Lake Packaging, and Ardagh Glass. The existing Burlington WWTP site including the pumping station is shown on Figure 1.

**FIGURE 1**

#### Existing Wastewater Treatment Plant Site Map



The existing facility is designed to serve a population of 70,000 PE based on a typical per capita value for BOD<sub>5</sub> of 0.17 pcd. The plant is designed to treat the wastewater flows and waste loads outlined in Table 2.

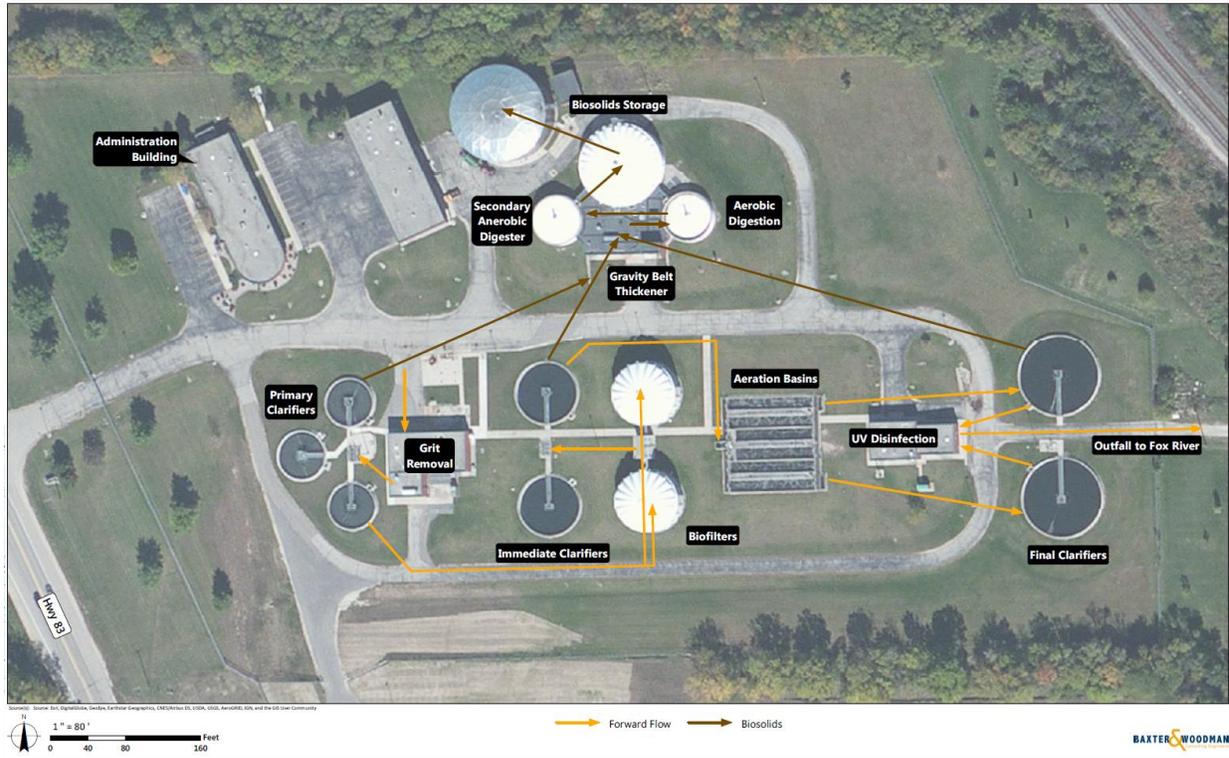
**TABLE 2**  
**WWTP Design Criteria**

<b>Parameter</b>	<b>Design Value</b>
Average Daily Flow	3.5 MGD
Maximum Design Flow	8.75 MGD
Biochemical Oxygen Demand (BOD <sub>5</sub> )	10,500 lb/day
Total Suspended Solids (TSS)	16,500 lb/day
Ammonia Nitrogen (NH <sub>3</sub> -N)	830 lb/day
Phosphorus (P)	380 lb/day

## 2.2 Wastewater Treatment Processes

The Burlington WWTP utilizes a two-stage process for the treatment of wastewater. The first stage (synthetic media tower) is designed to remove most of the BOD<sub>5</sub>. The second stage process removes the remainder of the BOD<sub>5</sub> and converts ammonia to nitrate for compliance with ammonia limits. Ferrous chloride is also added in this second stage process for phosphorus removal. Screening is provided at the raw sewage pumping station (site of old wastewater treatment plant). At the facility, the influent wastewater receives grit removal and primary sedimentation prior to flowing to the trickling filter tower. The current operation routes 25% of the primary effluent to the second stage nitrification tanks to improve overall process performance. The flow proceeds from the second stage process to secondary clarifiers where biological and phosphorus removal solids are settled out. The effluent from the second stage process is disinfected using UV (May 1 to September 30) and then discharged to the Fox River. Primary and waste activated sludges are thickened using a gravity belt thickener. These sludges are then anaerobically digested, thickened, and stored in a liquid form for beneficial reuse. Burlington contracts with a sludge hauler for the disposal of the thickened liquid sludge. Figure 2 is a process schematic for the existing facility.

**FIGURE 2**  
**Process Schematic**



Each process is further described below.

**Raw Sewage Pumping Station and Screening** – The Raw Sewage Pumping Station is located at the site of the abandoned City Wastewater Treatment Plant. This station provides screening.

**Influent Flow Meter** – The treatment plant influent flow is measured and totalized downstream of the screens with a Parshall flume/ultrasonic transducer metering system.

**Septage Receiving Station** – Septage, holding tank wastes, and other wastes are delivered to this station via trucks. The station includes mixing and pumps to pump the wastes to grit removal.

**Grit Removal** – A vortex-type grit removal vessel is utilized to remove abrasive grit consisting of sand, gravel, cinders, and other heavy solid materials from the plant influent flow. Grit removal protects mechanical equipment from abrasion and reduces the formation of heavy deposits in pipelines.

**Primary Clarifiers** – Flow is routed to one of three primary clarifiers where solids are removed and pumped to anaerobic digestion.

**Biofilters** – Currently, 75% of the primary effluent is pumped to the biotowers for BOD<sub>5</sub> removal with the remaining 25% flowing to the aeration basins. This is the maximum amount of flow that can be routed to the aeration basins.

**Intermediate Clarifiers** – Effluent from the biotowers flows to the intermediate clarifiers. The effluent from the intermediate clarifiers plus the 25% of the primary effluent flows to the aeration tank-mixing box where ferrous sulfate is added for chemical phosphorus removal.

**Aeration Tanks** – Biological treatment is accomplished in the aeration tanks through the action of the microorganisms in the activated sludge mixed liquor. These organisms feed on the organic matter in the sewage. Blowers provide the oxygen through a fine-bubble diffuser system. This provides the oxygen required by the microorganisms. Adequate numbers of microorganisms for effective treatment are maintained by recirculating settled sludge from the secondary clarifiers to the aeration tanks. Excess sludge (waste activated sludge) is sent for thickening prior to anaerobic digestion.

**Final Clarifiers** – The final clarifiers allow separation of sludge from the aeration tank mixed liquor. The sludge is removed from the clarifiers through collector arms that skim the bottom of the tanks, and is pumped back to the aeration tanks. Effluent from both clarifiers is conveyed to UV Disinfection.

**UV Disinfection and Effluent Flow Metering** – Effluent is disinfected with UV disinfection from May 1 to September 30. Following disinfection, the effluent is metered by a Parshall Flume and then discharged to the Fox River.

**RAS/WAS Pumping Station** – Three return activated sludge pumps are used to pump settled sludge from final clarifiers back to the aeration tanks. Three waste activated sludge pumps are used to pump waste activated sludge to the Gravity Belt Thickener. Magnetic flow meters measure and totalize the RAS and WAS flows.

**Gravity Belt Thickener** – A mechanical thickener is provided to thicken sludge by removing excess water. The excess water from the thickening process is returned to the head of the treatment plant. The gravity belt thickener is used to thicken WAS as well as digested sludge prior to sludge storage.

**Anaerobic Digesters** – Anaerobic digesters are provided to stabilize both the primary, intermediate, and waste activated sludges.

**Sludge Storage Tank** – Thickened digested liquid sludge from the anaerobic digesters is pumped to the sludge storage tank. The tank is mixed with three submersible mixers.

## 2.3 Wastewater Flows

Wastewater flows treated at the Burlington WWTP include City flows, flows from Browns Lake Sanitary District, Bohner's Lake Sanitary District, several industries, and hauled waste. Peak monthly flows typically occur as a result of high river stages in the Fox River. Dry weather conditions in 2012 resulted in lower wastewater flows. High levels of rain in the region resulted in a spike of influent flows in July of 2017. Table 3 summarizes the wastewater flows at the treatment plant over the past six years as reported on the daily monitoring reports (DMRs). The highest maximum day flow occurred in 2017 (11.070 MGD). The data throughout this report includes 2018 through October.

**TABLE 3**  
**Influent Flows**

	2012	2013	2014	2015	2016	2017	2018	Average
<b>Average Daily Flow (MGD)</b>	2.402	2.730	2.516	2.521	2.680	3.214	3.063	2.732
<b>Maximum Month Flow (MGD)</b>	2.791	4.193	2.763	3.171	3.188	5.582	4.899	5.224
<b>Maximum Weekly Flow (MGD)</b>	3.029	6.039	2.903	3.326	3.399	9.495	4.643	4.693
<b>Maximum Daily Flow (MGD)</b>	3.227	7.186	2.988	3.693	3.506	11.070	3.776	3.638

## 2.4 Influent Waste Loadings

The wastewater contains many pollutants and solids that influence the operation and performance of the treatment process which are monitored per the Burlington WPDES permit. Table 4 summarizes the annual average wastewater loadings at the treatment plant over the past five years as reported on the DMRs.

**TABLE 4**  
**Influent Waste Loadings**

Loading (lbs/d)	2012	2013	2014	2015	2016	2017	2018	Average
BOD	6,325	5,759	5,646	5,821	6,250	7,179	6,471	5,886
TSS	6,923	8,204	7,693	7,807	8,214	9,015	8,862	7,752
Total Phosphorus	86	91	72	74	77			80

## 2.5 Effluent Water Quality

The Burlington WWTP discharges a high quality effluent, which consistently exceeds the requirements of the WPDES permit. Table 5 summarizes the effluent phosphorus concentrations and loadings at the treatment plant over the past six years as reported on the DMRs.

**TABLE 5**  
**Effluent Phosphorus Concentrations - 2012-2017**

	2012	2013	2014	2015	2016	2017	2018
<b>January</b>	0.74	0.60	0.75	0.75	0.62	0.68	0.53
<b>February</b>	0.64	0.74	0.49	0.75	0.56	0.40	0.68
<b>March</b>	0.55	0.48	0.66	0.69	0.71	0.38	0.56
<b>April</b>	0.57	0.47	0.77	0.71	0.65	0.49	0.52
<b>May</b>	0.76	0.49	0.61	0.67	0.56	0.65	0.48
<b>June</b>	0.83	0.54	0.65	0.65	0.72	0.54	0.37
<b>July</b>	0.91	0.70	0.64	0.81	0.81	0.36	0.32
<b>August</b>	0.72	0.70	0.56	0.51	0.62	0.43	0.44
<b>September</b>	0.70	0.63	0.68	0.57	0.67	0.29	0.41
<b>October</b>	0.61	0.79	0.66	0.54	0.66	0.34	0.54
<b>November</b>	0.66	0.68	0.61	0.53	0.60	0.46	
<b>December</b>	0.66	0.63	0.55	0.54	0.58	0.36	
<b>Annual</b>	0.70	0.62	0.64	0.64	0.65	0.45	0.48
<b>Flow (MGD)</b>	2.40	2.73	2.52	2.52	2.68	3.21	3.06
<b>Total P (lbs/day)</b>	13.94	14.12	13.33	13.51	14.43	12.03	10.34

The Burlington WWTP has historically been quite capable of meeting the current interim limit on phosphorus of 1.0 mg/L. The new WPDES permit includes an ultimate WQBEL limit of 0.100 mg/L, which has a compliance date of January 1, 2024. The existing facility is capable of reliably meeting the interim limit throughout the term of the current permit, but is not capable of meeting the WQBEL for phosphorus without constructing major improvements.

## 2.6 Sludge Production, Processing, Disposal, and Quality

The volume of sludge produced at the Burlington WWTP is a function of the influent BOD<sub>5</sub> and total phosphorus loading. Sludge disposal costs are also significantly impacted by the degree of sludge thickening that is achieved.

Currently, all primary and nitrification processed sludge is thickened and pumped to anaerobic digestion. Following anaerobic digestion, the digested solids are thickened and then stored in a liquid sludge storage tank. The digested solids (biosolids) are hauled and land-spread by a private sludge-hauling contractor. The City currently spends approximately \$80,000 per year to dispose of liquid sludge.

Table 6 shows the quantity of sludge hauled and the effective yield over the past six years.

**TABLE 6**  
**Biosolids Disposal Summary 2012-2017**

	2012	2013	2014	2015	2016	2017
<b>Sludge Hauled, Cubic Feet (MGallons)</b>	2,004	1,886	2,170	2,351	2,098	2,327
<b>Biosolids Concentration (%)</b>	6.3%	6.0%	7.2%	6.2%	5.9%	6.0%
<b>BOD Loading (lbs/day)</b>	6,325	5,759	5,646	5,821	6,250	7,179
<b>Biosolids (lbs/day)</b>	2,308	2,464	3,360	3,312	2,831	6,861
<b>Effective Yield (lbs TSS/lb BOD)</b>	0.36	0.43	0.60	0.57	0.48	

The sludge produced at the Burlington WWTP has consistently met the high quality metals limits contained in NR 214 of the Wisconsin Administrative Code. Table 7 summarizes the sludge quality over the past six years.

**TABLE 7**  
**Biosolids Disposal Quality-2012 - 2017**

	2012	2013	2014	2015	2016	2017	2018	Avg	NR 214
<b>Solids, Total, %</b>	6.3	6.0	7.2	6.2	5.9	6.0	6.2	6.3	
<b>Arsenic, Dry Wt, mg/kg</b>	4.7	4.7	5.9	4.5	3.3	3.9	3.0	4.28	41
<b>Cadmium, Dry Wt, mg/kg</b>	1.5	1.9	2.2	2.1	1.5	1.3	1.4	1.75	39
<b>Copper, Dry Wt, mg/kg</b>	915	965	780	862.5	850	712.5	683	824	1500
<b>Lead, Dry Wt, mg/kg</b>	45.5	55.8	48.0	46.3	44.8	38.3	39.3	45.4	300
<b>Mercury, Dry Wt, mg/kg</b>	1.90	0.82	0.47	0.92	0.85	0.85	0.70	0.93	17
<b>Molybdenum, Dry Wt, mg/kg</b>	22.7	23	19.7	20.5	19.5	17.2	18.3	20.1	75
<b>Nickel, Dry Wt, mg/kg</b>	37.5	55.2	41.75	45	54.5	42.5	50.3	46.7	420
<b>Nitrogen, Ammonium Total, %</b>	1.5	1.5	1.0	1.5	1.6	2.1	1.2	1.5	
<b>Nitrogen, Total Kjeldahl, %</b>	5.5	4.8	4.1					4.8	
<b>Phosphorus, Total, %</b>	2.45	2.20	1.90	1.95	1.85	1.78	1.80	1.99	
<b>Potassium, Total Recoverable, %</b>	0.17%	0.00	0.16	0.17	0.17	0.15	0.13	0.14	
<b>Radium 226, pCi/g</b>				14.34	10.50	12.76	6.80	11.10	
<b>Selenium, Dry Wt, mg/kg</b>	5.88	7.90	5.00	5.15	5.63	4.23	5.90	5.67	100
<b>Zinc, Dry Wt, mg/kg</b>	1063	1125	918	965	920	830	820	949	2800

### 3. PHOSPHORUS REMOVAL EVALUATION

#### 3.1 Background

This section summarizes the review of the existing phosphorus removal process conducted as part of the Operational Evaluation and Alternatives plan in June of 2018.

#### 3.2 Current Phosphorus Removal Performance

Influent phosphorus loads and phosphorus levels in the plant effluent were previously presented and discussed in Section 2. The current facility uses chemical phosphorus removal to meet the monthly average effluent total phosphorus limit. Table 8 outlines the phosphorus removal performance for the year 2017.

**TABLE 8**  
**Baseline Year 2017-Phosphorus Removal**

	Average Daily Influent Flow (MGD)	Influent		Effluent		
		Total Phosphorus (mg/L)	Total Phosphorus (lbs/day)	Total Phosphorus (mg/L)	Total Phosphorus (lbs/day)	% Removal
January	2.659	2.80	61.9	0.68	18.30	70%
February	2.631	2.65	58.0	0.40	10.74	81%
March	2.780	3.00	69.3	0.38	10.12	85%
April	3.380	2.80	78.7	0.49	13.05	83%
May	3.429	4.00	114.0	0.65	17.44	85%
June	3.056	3.60	91.5	0.54	14.47	84%
July	5.582	4.10	190.3	0.36	9.75	95%
August	3.607	3.60	108.0	0.43	11.57	89%
September	2.993	3.60	89.6	0.29	7.82	91%
October	2.913	3.60	87.2	0.34	9.02	90%
November	2.814	3.80	88.9	0.46	12.40	86%
December	2.648	3.60	79.3	0.36	9.65	88%
<b>Annual</b>	<b>3.208</b>	<b>3.43</b>	<b>76.03</b>	<b>0.65</b>	<b>14.42</b>	<b>86%</b>

The Burlington WWTP consistently and reliably meets the current effluent limit on phosphorus of 1 mg/L. Influent and effluent data indicates that for the baseline year of 2017, an average of 86 percent of the influent phosphorus was removed.

The performance of the chemical phosphorus removal process was evaluated using the baseline year of 2015. A 12.5% solution of ferrous sulfate is currently the chemical being used for phosphorus removal. The facility uses 32,000 gallons of ferrous sulfate annually or about 87 gallons daily. The annual costs for ferrous sulfate is approximately \$16,500. Due to significant industrial loadings, the influent total phosphorus concentration is about 3.4 mg/L compared to a normal domestic wastewater concentration of 5 to 6 mg/L. The two-stage process provides better overall process performance since phosphorus would potentially be somewhat limiting in a single stage process which could contribute to filamentous growth.

The City has recently begun using ferric chloride and monitoring its impacts.

### 3.3 Sources of Phosphorus

The level of phosphorus in the City influent flow is less than that of a domestic wastewater. The typical influent total phosphorus averages about 3.4 mg/L. This is lower than a typical residential total phosphorus concentration of about 4.0 mg/L. The major industries contribute significantly lower amounts of phosphorus than typical domestic wastewater based on their organic loading.

The City of Burlington's drinking water system currently uses HMO to remove radium but is in the process of converting treatment to ion exchange to address potential strontium limits. Well 11 will be provided with ion exchange softening and phosphorus will be used for corrosion control at an approximate concentration of about 1 mg/L. Based on an estimated contribution of Well 11 to the City water supply (20%), this would potentially raise the influent total phosphorus by about 0.1 mg/L. As additional wells are converted to ion exchange from the current HMO removal process this value will continue to increase. The overall impact if 100% of the water supply converted to ion exchange would increase the influent total phosphorus to about 4 mg/L.

### 3.4 Chemical Phosphorus Removal Optimization

History has shown that the Burlington WWTP is capable of complying with the interim monthly average total phosphorus limit of 1 mg/L without the addition of effluent filtration. The current chemical feed system uses approximately 8,000 gallons of ferrous sulfate per quarter, or 87 gallons per day. The City has begun to use alternative chemicals for phosphorus removal and has installed an on-line phosphorus analyzer to measure the real-time effluent phosphorus concentration and pace the chemical feed pumps with this output to maintain a consistent phosphorus concentration in the effluent. This allows the City to optimize its use of phosphorus removal chemical to prevent over or under feeding chemicals. Any phosphorus limit lower than about 0.6 mg/L will potentially require filtration and enhanced chemical addition to ensure the limit is met consistently.

## 4. ALTERNATIVES EVALUATION

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### 4.1 Overview

There are a variety of options available to communities for compliance with a total phosphorus 6-month average limit of 0.100 mg/L. The available options and potential applicability of each option are presented below.

### 4.2 Alternatives for Compliance with Final Phosphorus Limit

#### 4.2.1 Accept the Limit and Construct Facilities

The technology generally required to meet the proposed final phosphorus 6-month average limit of 0.100 mg/L would most likely be a single stage filtration process. A target effluent phosphorus concentration of 0.08 mg/L would need to be maintained to provide assurance that the 6-month average limit would be met. Extended pilot testing using the Burlington effluent is strongly recommended prior to implementation, to determine and verify if the target 0.08 mg/L phosphorus concentration could consistently and reliably be achieved. Burlington should also run several samples to determine the influent soluble non-reactive phosphorus concentration since an elevated level of this type of phosphorus may limit a filtration process' ability to meet a 0.100 mg/L limit.

Available options for the City to consider in meeting this limit would include using magnetite, high rate clarification, disc filters and cloth filters. A preliminary design and cost, based on these technologies, is shown in Table 9.

**TABLE 9**  
**Equipment Costs**

Item	CoMag	Actiflo	Discfilter	Aquadisk
<b>Equipment</b>	\$1,275,000	\$3,255,000	\$1,620,000	\$1,150,000
<b>Installation</b>	\$320,000	\$1,139,000	\$567,000	\$403,000
<b>Building</b>	\$1,068,000	\$966,000	\$783,000	\$1,230,000
<b>Pumping Station</b>	\$500,000	\$500,000	\$500,000	\$500,000
<b>Electrical</b>	\$791,000	\$1,465,000	\$868,000	\$821,000
<b>Piping</b>	\$475,000	\$879,000	\$521,000	\$492,000
<b>HVAC</b>	\$158,000	\$293,000	\$174,000	\$164,000
<b>Sitework</b>	\$158,000	\$293,000	\$174,000	\$164,000
<b>General Conditions</b>	\$380,000	\$703,000	\$416,000	\$394,000
<b>Contractor Overhead and Profit</b>	\$769,000	\$1,424,000	\$843,000	\$798,000
<b>Contingencies and Technical Services</b>	\$2,206,000	\$4,367,000	\$2,586,000	\$2,446,000
<b>Total Project Costs</b>	\$8,100,000	\$15,284,000	\$9,052,000	\$8,562,000
<b>Debt Service Costs</b>	\$529,000	\$1,047,000	\$620,000	\$586,000
<b>Annual Operating Costs</b>	\$278,000	\$276,000	\$284,000	\$278,000
<b>Annual Additional Costs</b>	\$807,000	\$1,323,000	\$904,000	\$864,000

Table 10 shows a summary of equipment costs and the impact on current user rates. The least expensive option has an opinion of probable project cost of \$8,100,000 (2018 dollars) with annual operating costs of \$278,000.

#### 4.2.2 Adaptive Management

One of the compliance pathways included in the Wisconsin Administrative Code NR 217 (which established the water quality based effluent limits for phosphorus) is Adaptive Management. According to NR 217.18, dischargers may qualify for Adaptive Management if the point source contribution is less than 50 percent of the total phosphorus contribution or a demonstration is made that the criteria cannot be met without control of non-point sources of phosphorus.

The Burlington WWTP discharges to the Fox River. Point Sources account for about 43 percent of the total phosphorus load. Potentially, Burlington would be eligible for Adaptive Management.

If Adaptive Management would be feasible, a key consideration exists:

***Monitoring is required to demonstrate progress toward and compliance with the applicable criterion. The applicable criterion for the Fox River is 0.100 mg/L total phosphorus. If by the end of three permit terms, the applicable criterion is not met, the Wisconsin DNR shall require compliance with a water quality based effluent limit based on the applicable criteria.***

In other words, if the streams still exhibit phosphorus levels above criteria, the adaptive management measures would be deemed insufficient and compliance by treatment would be required anyway. One unique adaptive management option for Burlington would be to allow the upstream dischargers to implement fully criteria based limits. Sussex and Brookfield are currently considering effluent filtration to lower their total phosphorus concentrations to meet their limit of 0.075 mg/L. Waukesha is currently treating to about a level of 0.004 mg/L but eventually would reroute all of the Lake Michigan water it will receive through the Great Lakes Compact. This would represent about 75 percent of the total flow currently discharged to the Fox River.

The City has been collecting data on the Fox River since 2013. In addition, the Wisconsin DNR has been sampling on a monthly basis since about 2014. Figure 1 shows the total and dissolved phosphorus concentrations (median value for May to October) based on values contained in the DNR surface water data viewer. The Fox River has been compliant with the criteria in both 2014 and 2016 and the median value for the summer months (May to October) over those years was 0.086 mg/L. Since the criteria has been met in 2014 and 2016, use of Adaptive Management would not be applicable in those years since the river meets criteria.

Since the Water Quality Based Effluent Limit for total phosphorus in the WPDES (0.1 mg/L) equals the total phosphorus criterion for Rivers (0.1 mg/L), Burlington would be eligible for Adaptive Management.

Future steps towards adaptive management would include looking within the HUC12 to determine where eligible projects could be conducted. The City would benefit from adaptive management due to the size of the facility, and the Fox River being close to criteria. The City is also currently partnered with the Southeastern Wisconsin Fox River Commission, which works to develop and implement plans for waterways.

If adaptive management is a potential option, the City would have to submit a Watershed Adaptive Management Request along with this report. In addition they would need to begin to form an Adaptive Management Plan, which would be required at a future time after the submittal of the preliminary request.

### 4.2.3 Trading

Given the current level of total phosphorus in the Fox River and the potential for a reduction in total phosphorus from upstream dischargers there is no need for Burlington to consider trading since the Fox River is potentially currently meeting criteria. Trading is a potential option that could be utilized if the Adaptive Management option is unsuccessful.

### 4.2.4 Eliminate Surface Water Discharge

Compliance with all WPDES effluent limit requirements could be met by simply eliminating the surface water discharge from the Burlington WWTP. This could be accomplished in one of two ways:

- Abandon the existing plant and pump wastewater to another community for treatment (regionalization), or
- Implement a land disposal system.

Regionalization does not appear to be a feasible solution since Burlington is already the major treatment facility for the region. Other dischargers could consider regionalization with Burlington depending on the available capacity at Burlington and the costs for those communities to pump their wastewater to Burlington. Currently Burlington serves the Browns Lake Sanitary District in addition to the Bohner's Lake Sanitary District.

Land disposal would require the City to acquire a significant amount of land. We estimate that approximately 80 acres of infiltrative surface would be required for an infiltration type system, if suitable soils for infiltration can be found. More than 7000 acres of land would be required for spray irrigation operation application. Additional land would be required to construct approximately 270 days of storage since spray irrigation can only occur when the soil is not saturated or frozen. Both options would be subject to the provisions of NR 140 of the Wisconsin Administrative Code, which could potentially limit the nitrogen and chloride concentrations to values of 10 mg/L or less for nitrogen and 125 mg/L for chlorides. The current facility would not be able to meet either the total nitrogen limit or chlorides without significant modifications. Land disposal is not a feasible alternative for Burlington.

### 4.2.5 Site Specific Limit

A site-specific limit requires a demonstration that the body of water where Burlington discharges will meet its designated use even if the total phosphorus exceeds the statewide criteria (0.1 mg/L for the Fox River at Burlington). Currently this option is only available through specific rule making which is not a feasible alternative for Burlington. The Wisconsin DNR is in the process of developing rules that would allow for a site-specific limit but these rules are currently delayed. The proposed rules would provide little or no relief to the 0.100 mg/L criteria for the Fox River at Burlington. The Fox River is attaining its biological metrics (fish and macroinvertebrates) but would not attain the proposed phosphorus response criteria and as such would not be eligible for a site-specific criteria. Even if the Fox River were eligible for a revised criteria, the criteria would be set at ambient criteria

and not provide any usable assimilative capacity for Burlington. Based on the current and proposed rules and statutes, a site-specific limit is not a feasible alternative.

#### 4.2.6 Variance (Use Attainability Analysis)

If the discharge water body is not attaining its designated use due to factors other than the total phosphorus concentrations, then a variance may be obtained. Burlington will need to demonstrate by the greater weight of credible evidence that one of the following factors is causing the non-attainment:

- Naturally occurring pollutant
- Natural, ephemeral, intermittent, or low flow conditions or water levels prevent the attainment of the designated use
- Human caused conditions
- Hydrologic modifications
- Physical conditions

For Burlington, the most likely reasons for non-attainment would be hydrologic modifications (e.g. impoundments) and human-caused conditions (tile draining).

The variance request will require the development of watershed specific data to provide the necessary demonstration. This could include stream surveys, phosphorus sampling, a review of past activities in the watershed and other options necessary to demonstrate that granting a variance would be warranted. A variance, however, would need to be requested with each WPDES permit renewal. Based on the current level of total phosphorus in the Fox River, the River meets the 0.100 mg/L criteria and no variance should be required.

#### 4.2.7 Multi-Discharge Variance - Wisconsin

Wisconsin Act 378 passed in 2014 established the framework for a Phosphorus Multi-Discharger Variance. Wisconsin DNR has complied with the economic impact assessment. US EPA approved the multi-discharger variance on February 6, 2017. The variance is set to expire on February 5, 2027, unless the Wisconsin DNR submits justification to US EPA for its continuance. Communities that select this option would pay \$51.10 per pound for phosphorus discharged above the target limit of 0.1 mg/L of total phosphorus. Interim limits will be set at 0.8 mg/L for the first permit term, 0.6 mg/L for the second permit term and 0.5 mg/L for the third permit term. Burlington may be able to meet these limits at least on an annual average basis. This money would be paid to counties in the HUC 8 region where Burlington is located. This includes Walworth, Kenosha, Racine, and Milwaukee counties. After the third permit term, if criteria were not met, the limit would still be set at criteria.

Burlington would qualify for this variance if the sewer user charges would exceed 1 percent of MHI since Racine County has a secondary indicator score of 5, which exceeds the required 2 for a 1 percent exceedance of MHI. Table 10 summarizes the potential for Burlington to obtain a multi-discharger variance. Since the projected rate versus MHI is 0.85%, Burlington is not eligible for the multi-discharger variance.

**TABLE 10**  
**Economic Impact of Phosphorus Reductions**

	CoMag	Actiflo	Discfilter	Aquadisk
<b>Current User Fee</b>	\$346.00	\$346.00	\$346.00	\$346.00
<b>MHI-DNR 2018</b>	\$52,822	\$52,822	\$52,822	\$52,822
<b>Current WWTP Budget</b>	\$3,419,310	\$3,419,310	\$3,419,310	\$3,419,310
<b>Debt Retirement- Phosphorus</b>	\$529,000	\$1,047,000	\$620,000	\$586,000
<b>Operating Cost- Phosphorus</b>	\$278,086	\$276,009	\$283,539	\$278,086
<b>Proposed Budget</b>	\$4,226,396	\$4,742,319	\$4,322,849	\$4,283,396
<b>Rate Increase</b>	24%	39%	26%	25%
<b>Revised Annual Rates</b>	\$427.67	\$479.88	\$437.43	\$433.44
<b>Revised Annual Cost/MHI</b>	0.81%	0.91%	0.83%	0.82%

## 5. CONCLUSIONS AND RECOMMENDATIONS

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### 5.1 Conclusions

The existing Burlington WWTP discharges a high quality effluent that consistently meets the requirements of the WPDES permit. The facility is currently just below 75% of its hydraulic capacity and about 80% of its loading capacity. However, the proposed final phosphorus 6-month average limit of 0.100 mg/L will require action to comply with the requirements of the WPDES permit.

The current sludge handling and disposal process consistently produces sludge that meets the high quality metals limits contained in NR 214 of the Wisconsin Administrative Code.

### 5.2 Recommendations

In order to address the proposed phosphorus limits, we recommend that the City consider Adaptive Management through the actions of Sussex, Brookfield, and Waukesha in reducing their total phosphorus effluent loadings to the Fox River. The City should also consider construction of an effluent filtration facility to provide protection for a limit less than 0.5 mg/L. The timing for implementing effluent filtration will depend on the permit terms that the Wisconsin DNR will provide to Burlington to assess the impacts of load reductions made at Sussex, Brookfield, and Waukesha.

For the phosphorus optimization process, the following steps are recommended:

1. Continue to evaluate the potential for alternative coagulants including ferric chloride, alum, and polyaluminum chloride to potentially lower total phosphorus concentrations at a cost similar to the current \$16,500 annually for chemicals.
2. Submit a Preliminary Compliance Alternatives Plan with the Wisconsin DNR outlining evaluation of different chemicals and level of performance for phosphorus removal. This submittal is due December 31, 2018.
3. Continue to evaluate the Fox River total phosphorus concentrations and assess the potential impact on the reduction in the Fox River total phosphorus because of reductions in loadings from Sussex, Brookfield, and Waukesha.
4. Review long-term capital spending for the Wastewater Utility to determine if additional capital projects will be required and result in an increase in the existing annual charge for a residential user of \$346.
5. Submit adaptive management form and begin to make a plan which would be submitted with the Final Compliance Alternatives plan in June of 2019.

**APPENDIX A**  
**STIPULATION AGREEMENT / WPDES PERMIT**

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made as between the Wisconsin Department of Natural Resources (“WDNR”) and the City of Burlington (“Burlington”) to resolve a pending contested case hearing petition brought by Burlington.

### BACKGROUND

WHEREAS, WDNR issued a Wisconsin Pollution Discharge Elimination System (“WPDES”) permit (“Permit”) to Burlington that contains a water quality based effluent limitation (“WQBEL”) for phosphorus, the effective date for which is after the expiration date of WPDES Permit No. WI-0022926-09-0;

WHEREAS, section 3.2.1 of the Permit contains an interim phosphorus limit of 1.0 mg/L (“Interim Limit”) and section 3.2.1.4 of the Permit contains a final phosphorus effluent limit of 0.1 mg/L, six-month average (May-October, November-April) and 0.3 mg/L monthly average, and 3.0 lbs/day annual average effective January 1, 2024, unless certain conditions are met (“Final WQBEL”);

WHEREAS, Burlington challenged the Final WQBEL and associated compliance schedule in the Permit in a Wis. Stat. § 283.63 petition filed on February 9, 2015;

WHEREAS, section 5.2 of the Permit specifies interim compliance dates to be met prior to attaining the Final WQBEL for phosphorus on January 1, 2024; and

WHEREAS, Burlington and WDNR have reached an agreement regarding the issues raised in the petition regarding the Final WQBEL for phosphorus and the associated compliance schedule and all other issues raised in the petition;

### **IT IS HEREBY STIPULATED AND AGREED BETWEEN WDNR AND BURLINGTON:**

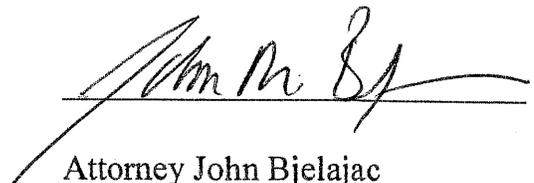
1. No later than thirty (30) days following the execution of this agreement, WDNR shall public notice a proposed modification of the Permit, to modify the interim compliance

schedule for phosphorus, in accordance with the terms and conditions set forth in Attachment A ("Permit Modification").

2. If the Permit is modified according to the terms of Attachment A on or before January 1, 2018, Burlington shall withdraw the Petition for Review and Request for Contested Case Hearing filed on February 9, 2015.
3. If the Permit is modified according to the terms of Attachment A on or before January 1, 2018, Burlington agrees they will comply with the interim compliance schedule for phosphorus specified in Attachment A and will not seek review of the Permit Modification pursuant to Wis. Stat. §§ 283.63 or 227.42. Burlington also agrees not to seek judicial review of this Stipulation under Wis. Stat. § 227.52.
4. Prior to the expiration date of the current Permit and before the effective date of the Final WQBEL for phosphorus, WDNR shall re-evaluate and replace the Final WQBEL with a New Final WQBEL for phosphorus.
5. The Department's reevaluation of the phosphorus WQBEL shall be included as part of a proposed reissuance, or revocation and reissuance, of WPDES Permit No. WI-0022926-09-0.
6. WDNR's reevaluation of the phosphorus WQBEL at the next reissuance could result in a calculated WQBEL that is higher, lower, or the same numeric value as the final limit in the current permit, but in any case will be a new decision by WDNR regarding the final value of the WQBEL at the time of reissuance.

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# WPDES PERMIT

*STATE OF WISCONSIN*  
*DEPARTMENT OF NATURAL RESOURCES*  
**PERMIT TO DISCHARGE UNDER THE WISCONSIN POLLUTANT DISCHARGE  
ELIMINATION SYSTEM**

**Burlington Water Pollution Control**

is permitted, under the authority of Chapter 283, Wisconsin Statutes, to discharge from a facility  
located at  
2100 S. Pine Street  
to  
**Fox (IL) River in Racine County**

in accordance with the effluent limitations, monitoring requirements and other conditions set  
forth in this permit.

The permittee shall not discharge after the date of expiration. If the permittee wishes to continue to discharge after this expiration date an application shall be filed for reissuance of this permit, according to Chapter NR 200, Wis. Adm. Code, at least 180 days prior to the expiration date given below.

State of Wisconsin Department of Natural Resources  
For the Secretary

By

\_\_\_\_\_  
Bryan Hartsook  
Wastewater Field Supervisor

\_\_\_\_\_  
Date Permit Signed/Issued

**PERMIT TERM: EFFECTIVE DATE - January 01, 2015**

**EXPIRATION DATE - December 31, 2019**

**PERMIT MODIFICATION EFFECTIVE DATE – January 01, 2018**

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# 1 Influent Requirements

## 1.1 Sampling Point(s)

Sampling Point Designation	
Sampling Point Number	Sampling Point Location, Waste Type/Sample Contents and Treatment Description (as applicable)
701	Influent: 24-hour flow proportional composite sampler intake located after grit removal and before primary clarification - includes side stream flows.

## 1.2 Monitoring Requirements

The permittee shall comply with the following monitoring requirements.

### 1.2.1 Sampling Point 701 - INFLUENT TO PLANT

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Flow Rate		MGD	Daily	Continuous	
BOD <sub>5</sub> , Total		mg/L	5/Week	24-Hr Flow Prop Comp	
Suspended Solids, Total		mg/L	5/Week	24-Hr Flow Prop Comp	
Mercury, Total Recoverable		ng/L	Quarterly	24-Hr Flow Prop Comp	

#### 1.2.1.1 Mercury Monitoring

The permittee shall collect and analyze all mercury samples according to the data quality requirements of ss. NR 106.145(9) and (10), Wisconsin Administrative Code. The limit of quantitation (LOQ) used for the effluent and field blank shall be less than 1.3 ng/L, unless the samples are quantified at levels above 1.3 ng/L. The permittee shall collect at least one mercury field blank for each set of mercury samples (a set of samples may include combinations of intake, influent, effluent or other samples all collected on the same day). The permittee shall report results of samples and field blanks to the Department on Discharge Monitoring Reports.

## 2 In-Plant Requirements

### 2.1 Sampling Point(s)

Sampling Point Designation	
Sampling Point Number	Sampling Point Location, Waste Type/Sample Contents and Treatment Description (as applicable)
103	Mercury field blanks shall be collected using standard sample handling procedures.

### 2.2 Monitoring Requirements and Limitations

The permittee shall comply with the following monitoring requirements and limitations.

#### 2.2.1 Sampling Point 103 - Mercury Effluent Blanks

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Mercury, Total Recoverable		ng/L	Quarterly	Grab	See Mercury footnote

##### 2.2.1.1 Mercury Monitoring

The permittee shall collect and analyze all mercury samples according to the data quality requirements of ss. NR 106.145(9) and (10), Wisconsin Administrative Code. The limit of quantitation (LOQ) used for the effluent and field blank shall be less than 1.3 ng/L, unless the samples are quantified at levels above 1.3 ng/L. The permittee shall collect at least one mercury field blank for each set of mercury samples (a set of samples may include combinations of intake, influent, effluent or other samples all collected on the same day). The permittee shall report results of samples and field blanks to the Department on Discharge Monitoring Reports.

### 3 Surface Water Requirements

#### 3.1 Sampling Point(s)

Sampling Point Designation	
Sampling Point Number	Sampling Point Location, Waste Type/Sample Contents and Treatment Description (as applicable)
001	Effluent: 24-hour composite sampler intake located after the ultraviolet (UV) disinfection light system, just before Parshall flume. Grab samples shall be collected at the effluent trough, after the UV disinfection.

#### 3.2 Monitoring Requirements and Effluent Limitations

The permittee shall comply with the following monitoring requirements and limitations.

##### 3.2.1 Sampling Point (Outfall) 001 - EFFLUENT

Monitoring Requirements and Effluent Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Flow Rate		MGD	Daily	Continuous	
BOD <sub>5</sub> , Total	Monthly Avg	30 mg/L	5/Week	24-Hr Flow Prop Comp	
BOD <sub>5</sub> , Total	Weekly Avg	45 mg/L	5/Week	24-Hr Flow Prop Comp	
Suspended Solids, Total	Monthly Avg	30 mg/L	5/Week	24-Hr Flow Prop Comp	
Suspended Solids, Total	Weekly Avg	45 mg/L	5/Week	24-Hr Flow Prop Comp	
pH Field	Daily Max	9.0 su	Daily	Grab	
pH Field	Daily Min	6.0 su	Daily	Grab	
Nitrogen, Ammonia (NH <sub>3</sub> -N) Total	Monthly Avg	13 mg/L	3/Week	24-Hr Flow Prop Comp	Limit effective October only. Monitoring required year round.
Nitrogen, Ammonia (NH <sub>3</sub> -N) Total	Daily Max - Variable	mg/L	3/Week	24-Hr Flow Prop Comp	Report Ammonia effluent value on DMR.
Nitrogen, Ammonia Variable Limit		mg/L	3/Week	Calculated	Report calculated variable Ammonia limit on DMR. See Maximum Ammonia Limits Table below.
Phosphorus, Total	Monthly Avg	1.0 mg/L	3/Week	24-Hr Flow Prop Comp	This is an interim limit. See phosphorus footnotes below for final limits.
Phosphorus, Total		lbs/day	3/Week	Calculated	See phosphorus footnotes below for final mass limit.
Fecal Coliform	Geometric Mean	400 #/100 ml	Weekly	Grab	May-September only

Monitoring Requirements and Effluent Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Mercury, Total Recoverable	Daily Max	3.1 ng/L	Quarterly	Grab	See mercury footnote below.
Nitrogen, Total		mg/L	Quarterly	24-Hr Flow Prop Comp	
Nitrogen, Total Kjeldahl		mg/L	Quarterly	24-Hr Flow Prop Comp	
Nitrogen, Nitrite + Nitrate Total		mg/L	Quarterly	24-Hr Flow Prop Comp	
Acute WET		TU <sub>a</sub>	See Listed Qtr(s)	24-Hr Flow Prop Comp	See WET testing footnote below.
Chronic WET		rTU <sub>c</sub>	See Listed Qtr(s)	24-Hr Flow Prop Comp	See WET testing footnote below.

### 3.2.1.1 Average Annual Design Flow

The average annual design flow of the permittee's wastewater treatment facility is 3.5 MGD.

### 3.2.1.2 Daily Maximum Variable Limits for Nitrogen, Ammonia (NH<sub>3</sub>-N) Total

Effluent pH - s.u.	NH <sub>3</sub> -N Limit - mg/L	Effluent pH - s.u.	NH <sub>3</sub> -N Limit - mg/L
pH ≤ 7.5	No Limit	8.2 < pH ≤ 8.3	9.4
7.5 < pH ≤ 7.6	34*	8.3 < pH ≤ 8.4	7.8
7.6 < pH ≤ 7.7	29*	8.4 < pH ≤ 8.5	6.4
7.7 < pH ≤ 7.8	24*	8.5 < pH ≤ 8.6	5.3
7.8 < pH ≤ 7.9	20*	8.6 < pH ≤ 8.7	4.4
7.9 < pH ≤ 8.0	17	8.7 < pH ≤ 8.8	3.7
8.0 < pH ≤ 8.1	14	8.8 < pH ≤ 8.9	3.1
8.1 < pH ≤ 8.2	11	8.9 < pH ≤ 9.0	2.6

\* During the months of May through October if the pH is less than or equal to 7.9 there is no daily maximum limit for NH<sub>3</sub>-N. Limits shown in the table above with an asterisk\* apply from November through April only.

Report > 34 mg/L as the daily maximum variable limit when pH is ≤ 7.5 s.u. During May-October report > 20 mg/L as the daily maximum value when pH is ≤ 7.9 s.u.

### 3.2.1.3 Mercury Monitoring

The permittee shall collect and analyze all mercury samples according to the data quality requirements of ss. NR 106.145(9) and (10), Wisconsin Administrative Code. The limit of quantitation (LOQ) used for the effluent and field blank shall be less than 1.3 ng/L, unless the samples are quantified at levels above 1.3 ng/L. The permittee shall collect at least one mercury field blank for each set of mercury samples (a set of samples may include combinations of intake, influent, effluent or other samples all collected on the same day). The permittee shall report results of samples and field blanks to the Department on Discharge Monitoring Reports.

### 3.2.1.4 Phosphorus Water Quality Based Effluent Limitation(s)

The final water quality based effluent limits for phosphorus are 0.1 mg/L six-month average (May-October, November-April), and 0.3 mg/L monthly average, and 3.0 lbs/day annual average effective January 1, 2024 unless:

- (A) As part of the application for the next reissuance, or prior to filing the application, the permittee submits either: 1.) a watershed adaptive management plan and a completed Watershed Adaptive Management Request Form 3200-139; or 2.) an application for water quality trading; or 3.) an application for a variance; or 4.) new information or additional data that supports a recalculation of the numeric limitation; and
- (B) The Department modifies, revokes and reissues, or reissues the permit to incorporate a revised limitation before the expiration of the compliance schedule\*.
- (C) Final limits may be revised based on possible future Fox (IL) River TMDL evaluations.

Note: The permittee may also submit an application for a variance within 60 days of this permit reissuance, as noted in the permit cover letter, in accordance with s. 283.15, Stats.

If Adaptive Management or Water Quality Trading is approved as part of the permit application for the next reissuance or as part of an application for a modification or revocation and reissuance, the plan and specifications submittal, construction, and final effective dates for compliance with the total phosphorus WQBEL may change in the reissued or modified permit. In addition, the numeric value of the water quality based effluent limit may change based on new information ( e.g. a TMDL) or additional data. If a variance is approved for the next reissuance, interim limits and conditions will be imposed in the reissued permit in accordance with s. 283.15, Stats., and applicable regulations. A permittee may apply for a variance to the phosphorus WQBEL at the next reissuance even if the permittee did not apply for a phosphorus variance as part of this permit reissuance.

Additional Requirements: If a water quality based effluent limit has taken effect in a permit, any increase in the limit is subject to s. NR 102.05(1) and ch. NR 207, Wis. Adm. Code. When a six-month average effluent limit is specified for Total Phosphorus the applicable averaging periods are May through October and November through April.

\*Note: The Department will prioritize reissuances and revocations, modifications, and reissuances of permits to allow permittees the opportunity to implement adaptive management or nutrient trading in a timely and effective manner.

### 3.2.1.5 Alternative Approaches to Phosphorus WQBEL Compliance

Rather than upgrading its wastewater treatment facility to comply with WQBELs for total phosphorus, the permittee may use Water Quality Trading or the Watershed Adaptive Management Option, to achieve compliance under ch. NR 217, Wis. Adm. Code, provided that the permit is modified, revoked and reissued, or reissued to incorporate any such alternative approach. The permittee may also implement an upgrade to its wastewater treatment facility in combination with Water Quality Trading or the Watershed Adaptive Management Option to achieve compliance, provided that the permit is modified, revoked and reissued, or reissued to incorporate any such alternative approach. If the Final Compliance Alternatives Plan concludes that a variance will be pursued, the Plan shall provide information regarding the basis for the variance.

### 3.2.1.6 Submittal of Permit Application for Next Reissuance and Adaptive Management or Pollutant Trading Plan or Variance Application

The permittee shall submit the permit application for the next reissuance at least 6 months prior to expiration of this permit. If the permittee intends to pursue adaptive management to achieve compliance with the phosphorus water quality based effluent limitation, the permittee shall submit with the application for the next reissuance: a completed Watershed Adaptive Management Request Form 3200-139, the completed Adaptive Management Plan and final plans for any system upgrades necessary to meet interim limits pursuant to s. NR 217.18, Wis. Adm. Code. If the permittee intends to pursue pollutant trading to achieve compliance, the permittee shall submit an application for water quality trading with the application for the next reissuance. If system upgrades will be used in combination with pollutant trading to achieve compliance with the final water quality-based limit, the reissued permit will specify a schedule for

the necessary upgrades. If the permittee intends to seek a variance, the permittee shall submit an application for a variance with the application for the next reissuance.

### 3.2.1.7 Whole Effluent Toxicity (WET) Testing

**Primary Control Water:** Fox River upstream/out of the influence of the mixing zone and any other known discharge.

**Instream Waste Concentration (IWC):** 33%

**Dilution series:** At least five effluent concentrations and dual controls must be included in each test.

- **Acute:** 100, 50, 25, 12.5, 6.25% and any additional selected by the permittee.
- **Chronic:** 100, 75, 50, 25, 12.5% (IWC >30%) and any additional selected by the permittee.

#### WET Testing Frequency:

**Acute** tests shall be conducted once each year, in rotating quarters in order to collect seasonal information about the discharge. Tests are required during the following quarters.

- **Acute:** Apr-June 2015; Oct-Dec 2016; Jan-Mar 2017; July-Sep 2018; Jan-Mar 2019

Acute WET testing shall continue after the permit expiration date (until the permit is reissued) in accordance with the WET requirements specified for the fourth calendar year of this permit. For example, the next test would be required in (July – Sept 2020).

**Chronic** tests shall be conducted once each year, in rotating quarters in order to collect seasonal information about the discharge. Tests are required during the following quarters.

- **Chronic:** Apr-June 2015; Oct-Dec 2016; Jan-Mar 2017; July-Sep 2018; Jan-Mar 2019

Chronic WET testing shall continue after the permit expiration date (until the permit is reissued) in accordance with the WET requirements specified for the fourth calendar year of this permit. For example, the next test would be required in (July – Sept 2020).

**Testing:** WET testing shall be performed during normal operating conditions. Permittees are not allowed to turn off or otherwise modify treatment systems, production processes, or change other operating or treatment conditions during WET tests.

**Reporting:** The permittee shall report test results on the Discharge Monitoring Report form, and also complete the "Whole Effluent Toxicity Test Report Form" (Section 6, "*State of Wisconsin Aquatic Life Toxicity Testing Methods Manual, 2<sup>nd</sup> Edition*"), for each test. The original, complete, signed version of the Whole Effluent Toxicity Test Report Form shall be sent to the Biomonitoring Coordinator, Bureau of Water Quality, 101 S. Webster St., P.O. Box 7921, Madison, WI 53707-7921, within 45 days of test completion. The Discharge Monitoring Report (DMR) form shall be submitted electronically by the required deadline.

**Determination of Positive Results:** An acute toxicity test shall be considered positive if the Toxic Unit - Acute ( $TU_a$ ) is greater than 1.0 for either species. The  $TU_a$  shall be calculated as follows: If  $LC_{50} \geq 100$ , then  $TU_a = 1.0$ . If  $LC_{50}$  is  $< 100$ , then  $TU_a = 100 \div LC_{50}$ . A chronic toxicity test shall be considered positive if the Relative Toxic Unit - Chronic ( $rTU_c$ ) is greater than 1.0 for either species. The  $rTU_c$  shall be calculated as follows: If  $IC_{25} \geq IWC$ , then  $rTU_c = 1.0$ . If  $IC_{25} < IWC$ , then  $rTU_c = IWC \div IC_{25}$ .

**Additional Testing Requirements:** Within 90 days of a test which showed positive results, the permittee shall submit the results of at least 2 retests to the Biomonitoring Coordinator on "Whole Effluent Toxicity Test Report Forms". The 90 day reporting period shall begin the day after the test which showed a positive result. The retests shall be completed using the same species and test methods specified for the original test (see the Standard Requirements section herein).

## 4 Land Application Requirements

### 4.1 Sampling Point(s)

The discharge(s) shall be limited to land application of the waste type(s) designated for the listed sampling point(s) on Department approved land spreading sites or by hauling to another facility.

Sampling Point Designation	
Sampling Point Number	Sampling Point Location, Waste Type/Sample Contents and Treatment Description (as applicable)
004	Anaerobically digested liquid sludge, thickened by gravity belt. Samples shall be taken from the storage tank (with adequate prior mixing) or at the outlet pipe of storage tank during truck loading.

### 4.2 Monitoring Requirements and Limitations

The permittee shall comply with the following monitoring requirements and limitations.

#### 4.2.1 Sampling Point (Outfall) 004 - Liquid Sludge

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Solids, Total		Percent	Quarterly	Composite	
Arsenic Dry Wt	Ceiling	75 mg/kg	Quarterly	Composite	
Arsenic Dry Wt	High Quality	41 mg/kg	Quarterly	Composite	
Cadmium Dry Wt	Ceiling	85 mg/kg	Quarterly	Composite	
Cadmium Dry Wt	High Quality	39 mg/kg	Quarterly	Composite	
Copper Dry Wt	Ceiling	4,300 mg/kg	Quarterly	Composite	
Copper Dry Wt	High Quality	1,500 mg/kg	Quarterly	Composite	
Lead Dry Wt	Ceiling	840 mg/kg	Quarterly	Composite	
Lead Dry Wt	High Quality	300 mg/kg	Quarterly	Composite	
Mercury Dry Wt	Ceiling	57 mg/kg	Quarterly	Composite	
Mercury Dry Wt	High Quality	17 mg/kg	Quarterly	Composite	
Molybdenum Dry Wt	Ceiling	75 mg/kg	Quarterly	Composite	
Nickel Dry Wt	Ceiling	420 mg/kg	Quarterly	Composite	
Nickel Dry Wt	High Quality	420 mg/kg	Quarterly	Composite	
Selenium Dry Wt	Ceiling	100 mg/kg	Quarterly	Composite	
Selenium Dry Wt	High Quality	100 mg/kg	Quarterly	Composite	
Zinc Dry Wt	Ceiling	7,500 mg/kg	Quarterly	Composite	
Zinc Dry Wt	High Quality	2,800 mg/kg	Quarterly	Composite	
Nitrogen, Ammonium (NH <sub>4</sub> -N) Total		Percent	Quarterly	Composite	
Phosphorus, Total		Percent	Quarterly	Composite	
Phosphorus, Water Extractable		% of Tot P	Quarterly	Composite	
Potassium, Total Recoverable		Percent	Quarterly	Composite	

Monitoring Requirements and Limitations					
Parameter	Limit Type	Limit and Units	Sample Frequency	Sample Type	Notes
Radium 226 Dry Wt		pCi/g	Annual	Composite	
PCB Total Dry Wt	Ceiling	50 mg/kg	Once	Composite	Once in 2016
PCB Total Dry Wt	High Quality	10 mg/kg	Once	Composite	Once in 2016

Other Sludge Requirements	
Sludge Requirements	Sample Frequency
<b>List 3 Requirements – Pathogen Control:</b> The requirements in List 3 shall be met prior to land application of sludge.	<b>Quarterly</b>
<b>List 4 Requirements – Vector Attraction Reduction:</b> The vector attraction reduction shall be satisfied prior to, or at the time of land application as specified in List 4.	<b>Quarterly</b>

#### 4.2.1.1 List 2 Analysis

If the monitoring frequency for List 2 parameters is more frequent than "Annual" then the sludge may be analyzed for the List 2 parameters just prior to each land application season rather than at the more frequent interval specified.

#### 4.2.1.2 Changes in Feed Sludge Characteristics

If a change in feed sludge characteristics, treatment process, or operational procedures occurs which may result in a significant shift in sludge characteristics, the permittee shall reanalyze the sludge for List 1, 2, 3 and 4 parameters each time such change occurs.

#### 4.2.1.3 Multiple Sludge Sample Points (Outfalls)

If there are multiple sludge sample points (outfalls), but the sludges are not subject to different sludge treatment processes, then a separate List 2 analysis shall be conducted for each sludge type which is land applied, just prior to land application, and the application rate shall be calculated for each sludge type. In this case, List 1, 3, and 4 and PCBs need only be analyzed on a single sludge type, at the specified frequency. If there are multiple sludge sample points (outfalls), due to multiple treatment processes, List 1, 2, 3 and 4 and PCBs shall be analyzed for each sludge type at the specified frequency.

#### 4.2.1.4 Sludge Which Exceeds the High Quality Limit

Cumulative pollutant loading records shall be kept for all bulk land application of sludge which does not meet the high quality limit for any parameter. This requirement applies for the entire calendar year in which any exceedance of Table 3 of s. NR 204.07(5)(c), is experienced. Such loading records shall be kept for all List 1 parameters for each site land applied in that calendar year. The formula to be used for calculating cumulative loading is as follows:

$$[(\text{Pollutant concentration (mg/kg)} \times \text{dry tons applied/ac}) \div 500] + \text{previous loading (lbs/acre)} = \text{cumulative lbs pollutant per acre}$$

When a site reaches 90% of the allowable cumulative loading for any metal established in Table 2 of s. NR 204.07(5)(b), the Department shall be so notified through letter or in the comment section of the annual land application report (3400-55).

**4.2.1.5 Sludge Analysis for PCBs**

The permittee shall analyze the sludge for Total PCBs one time during **2016**. The results shall be reported as "PCB Total Dry Wt". Either congener-specific analysis or Aroclor analysis shall be used to determine the PCB concentration. The permittee may determine whether Aroclor or congener specific analysis is performed. Analyses shall be performed in accordance with Table EM in s. NR 219.04, Wis. Adm. Code and the conditions specified in Standard Requirements of this permit. PCB results shall be submitted by January 31, following the specified year of analysis.

**4.2.1.6 Lists 1, 2, 3, and 4**

<b>List 1 TOTAL SOLIDS AND METALS</b>
See the Monitoring Requirements and Limitations table above for monitoring frequency and limitations for the List 1 parameters
Solids, Total (percent)
Arsenic, mg/kg (dry weight)
Cadmium, mg/kg (dry weight)
Copper, mg/kg (dry weight)
Lead, mg/kg (dry weight)
Mercury, mg/kg (dry weight)
Molybdenum, mg/kg (dry weight)
Nickel, mg/kg (dry weight)
Selenium, mg/kg (dry weight)
Zinc, mg/kg (dry weight)
Radium-226, pCi/g (dry weight)

<b>List 2 NUTRIENTS</b>
See the Monitoring Requirements and Limitations table above for monitoring frequency for the List 2 parameters
Solids, Total (percent)
Nitrogen Total Kjeldahl (percent)
Nitrogen Ammonium (NH4-N) Total (percent)
Phosphorus Total as P (percent)
Phosphorus, Water Extractable (as percent of Total P)
Potassium Total Recoverable (percent)

**List 3**

**PATHOGEN CONTROL FOR CLASS B SLUDGE**

The permittee shall implement pathogen control as listed in List 3. The Department shall be notified of the pathogen control utilized and shall be notified when the permittee decides to utilize alternative pathogen control.

The following requirements shall be met prior to land application of sludge.

Parameter	Unit	Limit
Fecal Coliform*	MPN/gTS or CFU/gTS	2,000,000
<b>OR, ONE OF THE FOLLOWING PROCESS OPTIONS</b>		
Aerobic Digestion		Air Drying
Anaerobic Digestion		Composting
Alkaline Stabilization		PSRP Equivalent Process

\* The Fecal Coliform limit shall be reported as the geometric mean of 7 discrete samples on a dry weight basis.

**List 4**

**VECTOR ATTRACTION REDUCTION**

The permittee shall implement any one of the vector attraction reduction options specified in List 4. The Department shall be notified of the option utilized and shall be notified when the permittee decides to utilize an alternative option.

One of the following shall be satisfied prior to, or at the time of land application as specified in List 4.

Option	Limit	Where/When it Shall be Met
Volatile Solids Reduction	≥38%	Across the process
Specific Oxygen Uptake Rate	≤1.5 mg O <sub>2</sub> /hr/g TS	On aerobic stabilized sludge
Anaerobic bench-scale test	<17 % VS reduction	On anaerobic digested sludge
Aerobic bench-scale test	<15 % VS reduction	On aerobic digested sludge
Aerobic Process	>14 days, Temp >40°C and Avg. Temp > 45°C	On composted sludge
pH adjustment	>12 S.U. (for 2 hours) and >11.5 (for an additional 22 hours)	During the process
Drying without primary solids	>75 % TS	When applied or bagged
Drying with primary solids	>90 % TS	When applied or bagged
Equivalent Process	Approved by the Department	Varies with process
Injection	-	When applied
Incorporation	-	Within 6 hours of application

#### 4.2.1.7 Daily Land Application Log

<b>Daily Land Application Log</b>		
<b>Discharge Monitoring Requirements and Limitations</b>		
<p>The permittee shall maintain a daily land application log for biosolids land applied each day when land application occurs. The following minimum records must be kept, in addition to all analytical results for the biosolids land applied. The log book records shall form the basis for the annual land application report requirements.</p>		
<b>Parameters</b>	<b>Units</b>	<b>Sample Frequency</b>
DNR Site Number(s)	Number	Daily as used
Outfall number applied	Number	Daily as used
Acres applied	Acres	Daily as used
Amount applied	As appropriate * /day	Daily as used
Application rate per acre	unit */acre	Daily as used
Nitrogen applied per acre	lb/acre	Daily as used
Method of Application	Injection, Incorporation, or surface applied	Daily as used

\*gallons, cubic yards, dry US Tons or dry Metric Tons

## 5 Schedules

### 5.1 Mercury Pollutant Minimization Program

The permittee shall implement or continue to implement a pollutant minimization program as defined in s. NR 106.145(7), Wis. Adm. Code.

Required Action	Due Date
<b>Implement the Mercury Pollutant Minimization Program:</b> The permittee shall continue to implement the PMP as approved by the Department.	
<b>Submit Annual Status Reports:</b> The permittee shall submit to the Department an annual status report on the progress of the PMP as required by s. NR 106.145(7), Wis. Adm. Code. Submittal of the first annual status report is required by the Date Due.	06/30/2015
<b>Submit Annual Status Report #2:</b> Submit second annual status report.	06/30/2016
<b>Submit Annual Status Report #3:</b> Submit third annual status report.	06/30/2017
<b>Submit Annual Status Report #4:</b> Submit fourth annual status report.	06/30/2018
<b>Submit Final Status Report:</b> Submit the final status report documenting the success of the Mercury PMP.  Note: If the permittee wishes to apply for an alternative mercury effluent limitation, that application is due with the application for permit reissuance by 6 months prior to permit expiration. The permittee should submit or reference the PMP plan as updated by the Annual Status Report or more recent developments as part of that application.	06/30/2019

### 5.2 Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus

The permittee shall comply with the WQBELs for Phosphorus as specified. No later than 30 days following each compliance date, the permittee shall notify the Department in writing of its compliance or noncompliance. If a submittal is required, a timely submittal fulfills the notification requirement.

Required Action	Due Date
<b>Operational Evaluation Report:</b> The permittee shall prepare and submit to the Department for approval an operational evaluation report. The report shall include an evaluation of collected effluent data, possible source reduction measures, operational improvements or other minor facility modifications that will optimize reductions in phosphorus discharges from the treatment plant during the period prior to complying with final phosphorus WQBELs and, where possible, enable compliance with final phosphorus WQBELs by <b>December 31, 2018</b> . The report shall provide a plan and schedule for implementation of the measures, improvements, and modifications as soon as possible, but not later than <b>December 31, 2018</b> and state whether the measures, improvements, and modifications will enable compliance with final phosphorus WQBELs. Regardless of whether they are expected to result in compliance, the permittee shall implement the measures, improvements, and modifications in accordance with the plan and schedule specified in the operational evaluation report.  If the operational evaluation report concludes that the facility can achieve final phosphorus WQBELs using the existing treatment system with only source reduction measures, operational improvements, and minor facility modifications, the permittee shall comply with the final phosphorus WQBEL by <b>December 31, 2018</b> and is not required to comply with the milestones identified below for years 3 through 9 of this compliance schedule ('Preliminary Compliance Alternatives Plan', 'Final Compliance Alternatives Plan', 'Final Plans and Specifications', 'Treatment Plant Upgrade to Meet	06/30/2018

<p>WQBELs', 'Complete Construction', 'Achieve Compliance').</p> <p>STUDY OF FEASIBLE ALTERNATIVES - If the Operational Evaluation Report concludes that the permittee cannot achieve final phosphorus WQBELs with source reduction measures, operational improvements and other minor facility modifications, the permittee shall initiate a study of feasible alternatives for meeting final phosphorus WQBELs and comply with the remaining required actions of this schedule of compliance. If the Department disagrees with the conclusion of the report, and determines that the permittee can achieve final phosphorus WQBELs using the existing treatment system with only source reduction measures, operational improvements, and minor facility modifications, the Department may reopen and modify the permit to include an implementation schedule for achieving the final phosphorus WQBELs sooner than January 1, 2024.</p>	
<p><del>Compliance Alternatives, Source Reduction, Improvements and Modifications Status: The permittee shall submit a 'Compliance Alternatives, Source Reduction, Operational Improvements and Minor Facility Modification' status report to the Department. The report shall provide an update on the permittee's: (1) progress implementing source reduction measures, operational improvements, and minor facility modifications to optimize reductions in phosphorus discharges and, to the extent that such measures, improvements, and modifications will not enable compliance with the WQBELs, (2) status evaluating feasible alternatives for meeting phosphorus WQBELs.</del></p>	12/31/2016
<p><b>Preliminary Compliance Alternatives Plan:</b> The permittee shall submit a preliminary compliance alternatives plan to the Department.</p> <p>If the plan concludes upgrading of the permittee's wastewater treatment facility is necessary to achieve final phosphorus WQBELs, the submittal shall include a preliminary engineering design report.</p> <p>If the plan concludes Adaptive Management will be used, the submittal shall include a completed Watershed Adaptive Management Request Form 3200-139 without the Adaptive Management Plan.</p> <p>If water quality trading will be undertaken, the plan must state that trading will be pursued.</p>	12/31/2018
<p><b>Final Compliance Alternatives Plan:</b> The permittee shall submit a final compliance alternatives plan to the Department.</p> <p>If the plan concludes upgrading of the permittee's wastewater treatment is necessary to meet final phosphorus WQBELs, the submittal shall include a final engineering design report addressing the treatment plant upgrades, and a facility plan if required pursuant to ch. NR 110, Wis. Adm. Code.</p> <p>If the plan concludes Adaptive Management will be implemented, the submittal shall include a completed Watershed Adaptive Management Request Form 3200-139 and an engineering report addressing any treatment system upgrades necessary to meet interim limits pursuant to s. NR 217.18, Wis. Adm. Code.</p> <p>If the plan concludes water quality trading will be used, the submittal shall identify potential trading partners.</p> <p>Note: See 'Alternative Approaches to Phosphorus WQBEL Compliance' in the Surface Water section of this permit.</p>	06/30/2019
<p><b>Progress Report on Plans &amp; Specifications:</b> Submit progress report regarding the progress of preparing final plans and specifications. Note: See 'Alternative Approaches to Phosphorus WQBEL Compliance' in the Surface Water section of this permit.</p>	06/30/2020
<p><b>Final Plans and Specifications:</b> Unless the permit has been modified, revoked and reissued, or reissued to include Adaptive Management or Water Quality Trading measures or to include a revised schedule based on factors in s. NR 217.17, Wis. Adm. Code, the permittee shall submit final</p>	12/31/2020

<p>construction plans to the Department for approval pursuant to s. 281.41, Stats., specifying treatment plant upgrades that must be constructed to achieve compliance with final phosphorus WQBELs, and a schedule for completing construction of the upgrades by the complete construction date specified below. (Note: Permit modification, revocation and reissuance, and reissuance are subject to s. 283.53(2), Stats.)</p> <p>Note: See 'Alternative Approaches to Phosphorus WQBEL Compliance' in the Surface Water section of this permit.</p>	
<p><b>Treatment Plant Upgrade to Meet WQBELs:</b> The permittee shall initiate construction of the upgrades. The permittee shall obtain approval of the final construction plans and schedule from the Department pursuant to s. 281.41, Stats. Upon approval of the final construction plans and schedule by the Department pursuant to s. 281.41, Stats., the permittee shall construct the treatment plant upgrades in accordance with the approved plans and specifications. Note: See 'Alternative Approaches to Phosphorus WQBEL Compliance' in the Surface Water section of this permit.</p>	06/30/2021
<p><b>Construction Upgrade Progress Report #1:</b> The permittee shall submit a progress report on construction upgrades. Note: See 'Alternative Approaches to Phosphorus WQBEL Compliance' in the Surface Water section of this permit.</p>	06/30/2022
<p><b>Construction Upgrade Progress Report #2:</b> The permittee shall submit a progress report on construction upgrades. Note: See 'Alternative Approaches to Phosphorus WQBEL Compliance' in the Surface Water section of this permit.</p>	04/01/2023
<p><b>Complete Construction:</b> The permittee shall complete construction of wastewater treatment system upgrades. Note: See 'Alternative Approaches to Phosphorus WQBEL Compliance' in the Surface Water section of this permit.</p>	12/01/2023
<p><b>Achieve Compliance:</b> The permittee shall achieve compliance with final phosphorus WQBELs. Note: See 'Alternative Approaches to Phosphorus WQBEL Compliance' in the Surface Water section of this permit.</p>	01/01/2024

### 5.3 CMOM (Capacity, Management, Operation and Maintenance) Program Development

Required Action	Due Date
<p><b>Complete Program Development:</b> Complete development of CMOM Program by August 1, 2016. See CMOM requirements in the Standard Requirements section.</p>	08/01/2016

## 6 Standard Requirements

**NR 205, Wisconsin Administrative Code:** The conditions in ss. NR 205.07(1) and NR 205.07(2), Wis. Adm. Code, are included by reference in this permit. The permittee shall comply with all of these requirements. Some of these requirements are outlined in the Standard Requirements section of this permit. Requirements not specifically outlined in the Standard Requirement section of this permit can be found in ss. NR 205.07(1) and NR 205.07(2).

### 6.1 Reporting and Monitoring Requirements

#### 6.1.1 Monitoring Results

Monitoring results obtained during the previous month shall be summarized and reported on a Department Wastewater Discharge Monitoring Report. The report may require reporting of any or all of the information specified below under 'Recording of Results'. This report is to be returned to the Department no later than the date indicated on the form. A copy of the Wastewater Discharge Monitoring Report Form or an electronic file of the report shall be retained by the permittee.

Monitoring results shall be reported on an electronic discharge monitoring report (eDMR). The eDMR shall be certified electronically by a principal executive officer, a ranking elected official or other duly authorized representative. The 'eReport Certify' page certifies that the electronic report form is true, accurate and complete.

If the permittee monitors any pollutant more frequently than required by this permit, the results of such monitoring shall be included on the Wastewater Discharge Monitoring Report.

The permittee shall comply with all limits for each parameter regardless of monitoring frequency. For example, monthly, weekly, and/or daily limits shall be met even with monthly monitoring. The permittee may monitor more frequently than required for any parameter.

#### 6.1.2 Sampling and Testing Procedures

Sampling and laboratory testing procedures shall be performed in accordance with Chapters NR 218 and NR 219, Wis. Adm. Code and shall be performed by a laboratory certified or registered in accordance with the requirements of ch. NR 149, Wis. Adm. Code. Groundwater sample collection and analysis shall be performed in accordance with ch. NR 140, Wis. Adm. Code. The analytical methodologies used shall enable the laboratory to quantitate all substances for which monitoring is required at levels below the effluent limitation. If the required level cannot be met by any of the methods available in NR 219, Wis. Adm. Code, then the method with the lowest limit of detection shall be selected. Additional test procedures may be specified in this permit.

#### 6.1.3 Recording of Results

The permittee shall maintain records which provide the following information for each effluent measurement or sample taken:

- the date, exact place, method and time of sampling or measurements;
- the individual who performed the sampling or measurements;
- the date the analysis was performed;
- the individual who performed the analysis;
- the analytical techniques or methods used; and
- the results of the analysis.

#### 6.1.4 Reporting of Monitoring Results

The permittee shall use the following conventions when reporting effluent monitoring results:

- Pollutant concentrations less than the limit of detection shall be reported as < (less than) the value of the limit of detection. For example, if a substance is not detected at a detection limit of 0.1 mg/L, report the pollutant concentration as < 0.1 mg/L.
- Pollutant concentrations equal to or greater than the limit of detection, but less than the limit of quantitation, shall be reported and the limit of quantitation shall be specified.
- For purposes of calculating NR 101 fees, the 2 mg/l lower reporting limits for BOD<sub>5</sub> and Total Suspended Solids shall be considered to be limits of quantitation
- For the purposes of reporting a calculated result, average or a mass discharge value, the permittee may substitute a 0 (zero) for any pollutant concentration that is less than the limit of detection. However, if the effluent limitation is less than the limit of detection, the department may substitute a value other than zero for results less than the limit of detection, after considering the number of monitoring results that are greater than the limit of detection and if warranted when applying appropriate statistical techniques.

### **6.1.5 Compliance Maintenance Annual Reports**

Compliance Maintenance Annual Reports (CMAR) shall be completed using information obtained over each calendar year regarding the wastewater conveyance and treatment system. The CMAR shall be submitted by the permittee in accordance with ch. NR 208, Wis. Adm. Code, by June 30, each year on an electronic report form provided by the Department.

In the case of a publicly owned treatment works, a resolution shall be passed by the governing body and submitted as part of the CMAR, verifying its review of the report and providing responses as required. Private owners of wastewater treatment works are not required to pass a resolution; but they must provide an Owner Statement and responses as required, as part of the CMAR submittal.

A separate CMAR certification document, that is not part of the electronic report form, shall be mailed to the Department at the time of electronic submittal of the CMAR. The CMAR certification shall be signed and submitted by an authorized representative of the permittee. The certification shall be submitted by mail. The certification shall verify the electronic report is complete, accurate and contains information from the owner's treatment works.

### **6.1.6 Records Retention**

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by the permit, and records of all data used to complete the application for the permit for a period of at least 3 years from the date of the sample, measurement, report or application. All pertinent sludge information, including permit application information and other documents specified in this permit or s. NR 204.06(9), Wis. Adm. Code shall be retained for a minimum of 5 years.

### **6.1.7 Other Information**

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or correct information to the Department.

## **6.2 System Operating Requirements**

## 6.2.1 Noncompliance Reporting

Sanitary sewer overflows and sewage treatment facility overflows shall be reported according to the 'Sanitary Sewer Overflows and Sewage Treatment Facility Overflows' section of this permit.

The permittee shall report the following types of noncompliance by a telephone call to the Department's regional office within 24 hours after becoming aware of the noncompliance:

- any noncompliance which may endanger health or the environment;
- any violation of an effluent limitation resulting from an unscheduled bypass;
- any violation of an effluent limitation resulting from an upset; and
- any violation of a maximum discharge limitation for any of the pollutants listed by the Department in the permit, either for effluent or sludge.

A written report describing the noncompliance shall also be submitted to the Department's regional office within 5 days after the permittee becomes aware of the noncompliance. On a case-by-case basis, the Department may waive the requirement for submittal of a written report within 5 days and instruct the permittee to submit the written report with the next regularly scheduled monitoring report. In either case, the written report shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times; the steps taken or planned to reduce, eliminate and prevent reoccurrence of the noncompliance; and if the noncompliance has not been corrected, the length of time it is expected to continue.

A scheduled bypass approved by the Department under the 'Scheduled Bypass' section of this permit shall not be subject to the reporting required under this section.

**NOTE:** Section 292.11(2)(a), Wisconsin Statutes, requires any person who possesses or controls a hazardous substance or who causes the discharge of a hazardous substance to notify the Department of Natural Resources **immediately** of any discharge not authorized by the permit. **The discharge of a hazardous substance that is not authorized by this permit or that violates this permit may be a hazardous substance spill. To report a hazardous substance spill, call DNR's 24-hour HOTLINE at 1-800-943-0003.**

## 6.2.2 Flow Meters

Flow meters shall be calibrated annually, as per s. NR 218.06, Wis. Adm. Code.

## 6.2.3 Raw Grit and Screenings

All raw grit and screenings shall be disposed of at a properly licensed solid waste facility or picked up by a licensed waste hauler. If the facility or hauler are located in Wisconsin, then they shall be licensed under chs. NR 500-536, Wis. Adm. Code.

## 6.2.4 Sludge Management

All sludge management activities shall be conducted in compliance with ch. NR 204 "Domestic Sewage Sludge Management", Wis. Adm. Code.

## 6.2.5 Prohibited Wastes

Under no circumstances may the introduction of wastes prohibited by s. NR 211.10, Wis. Adm. Code, be allowed into the waste treatment system. Prohibited wastes include those:

- which create a fire or explosion hazard in the treatment work;
- which will cause corrosive structural damage to the treatment work;

- solid or viscous substances in amounts which cause obstructions to the flow in sewers or interference with the proper operation of the treatment work;
- wastewaters at a flow rate or pollutant loading which are excessive over relatively short time periods so as to cause a loss of treatment efficiency; and
- changes in discharge volume or composition from contributing industries which overload the treatment works or cause a loss of treatment efficiency.

### 6.2.6 Bypass

This condition applies only to bypassing at a sewage treatment facility that is not a scheduled bypass, approved blending as a specific condition of this permit, a sewage treatment facility overflow or a controlled diversion as provided in the sections titled 'Scheduled Bypass', 'Blending' (if approved), 'SSO's and Sewage Treatment Facility Overflows' and 'Controlled Diversions' of this permit. Any other bypass at the sewage treatment facility is prohibited and the Department may take enforcement action against a permittee for such occurrences under s. 283.89, Wis. Stats. The Department may approve an unscheduled bypass provided all the following conditions are met:

- The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities or adequate back-up equipment, retention of untreated wastes, reduction of inflow and infiltration, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance. When evaluating feasibility of alternatives, the department may consider factors such as technical achievability, costs and affordability of implementation and risks to public health, the environment and, where the permittee is a municipality, the welfare of the community served; and
- The bypass was reported in accordance with the Noncompliance Reporting section of this permit.

### 6.2.7 Scheduled Bypass

Whenever the permittee anticipates the need to bypass for purposes of efficient operations and maintenance and the permittee may not meet the conditions for controlled diversions in the 'Controlled Diversions' section of this permit, the permittee shall obtain prior written approval from the Department for the scheduled bypass. A permittee's written request for Department approval of a scheduled bypass shall demonstrate that the conditions for unscheduled bypassing are met and include the proposed date and reason for the bypass, estimated volume and duration of the bypass, alternatives to bypassing and measures to mitigate environmental harm caused by the bypass. The department may require the permittee to provide public notification for a scheduled bypass if it is determined there is significant public interest in the proposed action and may recommend mitigation measures to minimize the impact of such bypass.

### 6.2.8 Controlled Diversions

Controlled diversions are allowed only when necessary for essential maintenance to assure efficient operation. Sewage treatment facilities that have multiple treatment units to treat variable or seasonal loading conditions may shut down redundant treatment units when necessary for efficient operation. The following requirements shall be met during controlled diversions:

- Effluent from the sewage treatment facility shall meet the effluent limitations established in the permit. Wastewater that is diverted around a treatment unit or treatment process during a controlled diversion shall be recombined with wastewater that is not diverted prior to the effluent sampling location and prior to effluent discharge;
- A controlled diversion may not occur during periods of excessive flow or other abnormal wastewater characteristics;
- A controlled diversion may not result in a wastewater treatment facility overflow; and

- All instances of controlled diversions shall be documented in sewage treatment facility records and such records shall be available to the department on request.

## **6.2.9 Proper Operation and Maintenance**

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control which are installed or used by the permittee to achieve compliance with the conditions of this permit. The wastewater treatment facility shall be under the direct supervision of a state certified operator as required in s. NR 108.06(2), Wis. Adm. Code. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training as required in ch. NR 114, Wis. Adm. Code, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

## **6.3 Sewage Collection Systems**

### **6.3.1 Sanitary Sewage Overflows and Sewage Treatment Facility Overflows**

#### **6.3.1.1 Overflows Prohibited**

Any overflow or discharge of wastewater from the sewage collection system or at the sewage treatment facility, other than from permitted outfalls, is prohibited. The permittee shall provide information on whether any of the following conditions existed when an overflow occurred:

- The sanitary sewer overflow or sewage treatment facility overflow was unavoidable to prevent loss of life, personal injury or severe property damage;
- There were no feasible alternatives to the sanitary sewer overflow or sewage treatment facility overflow such as the use of auxiliary treatment facilities or adequate back-up equipment, retention of untreated wastes, reduction of inflow and infiltration, or preventative maintenance activities;
- The sanitary sewer overflow or the sewage treatment facility overflow was caused by unusual or severe weather related conditions such as large or successive precipitation events, snowmelt, saturated soil conditions, or severe weather occurring in the area served by the sewage collection system or sewage treatment facility; and
- The sanitary sewer overflow or the sewage treatment facility overflow was unintentional, temporary, and caused by an accident or other factors beyond the reasonable control of the permittee.

#### **6.3.1.2 Permittee Response to Overflows**

Whenever a sanitary sewer overflow or sewage treatment facility overflow occurs, the permittee shall take all feasible steps to control or limit the volume of untreated or partially treated wastewater discharged, and terminate the discharge as soon as practicable. Remedial actions, including those in NR 210.21 (3), Wis. Adm. Code, shall be implemented consistent with an emergency response plan developed under the CMOM program.

#### **6.3.1.3 Permittee Reporting**

Permittees shall report all sanitary sewer overflows and sewage treatment overflows as follows:

- The permittee shall notify the department by telephone, fax or email as soon as practicable, but no later than 24 hours from the time the permittee becomes aware of the overflow;
- The permittee shall, no later than five days from the time the permittee becomes aware of the overflow, provide to the department the information identified in this paragraph using department form number 3400-184. If an overflow lasts for more than five days, an initial report shall be submitted within 5 days as required in this paragraph and an updated report submitted following cessation of the overflow. At a minimum, the following information shall be included in the report:

- The date and location of the overflow;
- The surface water to which the discharge occurred, if any;
- The duration of the overflow and an estimate of the volume of the overflow;
- A description of the sewer system or treatment facility component from which the discharge occurred such as manhole, lift station, constructed overflow pipe, or crack or other opening in a pipe;
- The estimated date and time when the overflow began and stopped or will be stopped;
- The cause or suspected cause of the overflow including, if appropriate, precipitation, runoff conditions, areas of flooding, soil moisture and other relevant information;
- Steps taken or planned to reduce, eliminate and prevent reoccurrence of the overflow and a schedule of major milestones for those steps;
- A description of the actual or potential for human exposure and contact with the wastewater from the overflow;
- Steps taken or planned to mitigate the impacts of the overflow and a schedule of major milestones for those steps;
- To the extent known at the time of reporting, the number and location of building backups caused by excessive flow or other hydraulic constraints in the sewage collection system that occurred concurrently with the sanitary sewer overflow and that were within the same area of the sewage collection system as the sanitary sewer overflow; and
- The reason the overflow occurred or explanation of other contributing circumstances that resulted in the overflow event. This includes any information available including whether the overflow was unavoidable to prevent loss of life, personal injury, or severe property damage and whether there were feasible alternatives to the overflow.

**NOTE:** A copy of form 3400-184 for reporting sanitary sewer overflows and sewage treatment facility overflows may be obtained from the department or accessed on the department's web site at <http://dnr.wi.gov/topic/wastewater/SSOreport.html>. As indicated on the form, additional information may be submitted to supplement the information required by the form.

- The permittee shall identify each specific location and each day on which a sanitary sewer overflow or sewage treatment facility overflow occurs as a discrete sanitary sewer overflow or sewage treatment facility overflow occurrence. An occurrence may be more than one day if the circumstances causing the sanitary sewer overflow or sewage treatment facility overflow results in a discharge duration of greater than 24 hours. If there is a stop and restart of the overflow at the same location within 24 hours and the overflow is caused by the same circumstance, it may be reported as one occurrence. Sanitary sewer overflow occurrences at a specific location that are separated by more than 24 hours shall be reported as separate occurrences; and
- A permittee that is required to submit wastewater discharge monitoring reports under NR 205.07 (1) (r) shall also report all sanitary sewer overflows and sewage treatment facility overflows on that report.

#### **6.3.1.4 Public Notification**

The permittee shall notify the public of any sanitary sewer and sewage treatment facility overflows consistent with its emergency response plan required under the CMOM (Capacity, Management, Operation and Maintenance) section of this permit and s. NR 210.23 (4) (f), Wis. Adm. Code. Such public notification shall occur promptly following any overflow event using the most effective and efficient communications available in the community. At minimum, a daily newspaper of general circulation in the county(s) and municipality whose waters may be affected by the overflow shall be notified by written or electronic communication.

#### **6.3.2 Capacity, Management, Operation and Maintenance (CMOM) Program**

- The permittee shall by August 1, 2016 submit to the Department verification that a CMOM program for the sewage collection system has been developed which is consistent with the requirements of NR 210.23, Wis. Adm. Code.
- The permittee shall develop and maintain written documentation of the CMOM program components, and shall verify each year with the submittal of the Compliance Maintenance Annual Report required under the 'Compliance Maintenance Annual Reports' section of this permit that the CMOM program documentation is current and meets the requirements in NR 210.23, Wis. Adm. Code.
- The permittee shall implement a CMOM program consistent with the permittee's program documentation and with the requirements of NR 210.23, Wis. Adm. Code.
- The permittee shall annually conduct a self-audit of activities to ensure the CMOM program is being implemented as necessary to meet the requirements contained in the CMOM program documentation.
- The permittee shall make available CMOM program documentation, a record of implementation activities and the results of the self-audit to the Department on request.

### 6.3.3 Sewer Cleaning Debris and Materials

All debris and material removed from cleaning sanitary sewers shall be managed to prevent nuisances, run-off, ground infiltration or prohibited discharges.

- Debris and solid waste shall be dewatered, dried and then disposed of at a licensed solid waste facility.
- Liquid waste from the cleaning and dewatering operations shall be collected and disposed of at a permitted wastewater treatment facility.
- Combination waste including liquid waste along with debris and solid waste may be disposed of at a licensed solid waste facility or wastewater treatment facility willing to accept the waste.

## 6.4 Surface Water Requirements

### 6.4.1 Permittee-Determined Limit of Quantitation Incorporated into this Permit

For pollutants with water quality-based effluent limits below the Limit of Quantitation (LOQ) in this permit, the LOQ calculated by the permittee and reported on the Discharge Monitoring Reports (DMRs) is incorporated by reference into this permit. The LOQ shall be reported on the DMRs, shall be the lowest quantifiable level practicable, and shall be no greater than the minimum level (ML) specified in or approved under 40 CFR Part 136 for the pollutant at the time this permit was issued, unless this permit specifies a higher LOQ.

### 6.4.2 Appropriate Formulas for Effluent Calculations

The permittee shall use the following formulas for calculating effluent results to determine compliance with average concentration limits and mass limits and total load limits:

**Weekly/Monthly/Six-Month/Annual Average Concentration** = the sum of all daily results for that week/month/six-month/year, divided by the number of results during that time period. [Note: When a six-month average effluent limit is specified for Total Phosphorus the applicable periods are May through October and November through April.]

**Weekly Average Mass Discharge (lbs/day):** Daily mass = daily concentration (mg/L) x daily flow (MGD) x 8.34, then average the daily mass values for the week.

**Monthly Average Mass Discharge (lbs/day):** Daily mass = daily concentration (mg/L) x daily flow (MGD) x 8.34, then average the daily mass values for the month.

**Six-Month Average Mass Discharge (lbs/day):** Daily mass = daily concentration (mg/L) x daily flow (MGD) x 8.34, then average the daily mass values for the six-month period. [Note: When a six-month average effluent limit is specified for Total Phosphorus the applicable periods are May through October and November through April.]

**Annual Average Mass Discharge (lbs/day):** Daily mass = daily concentration (mg/L) x daily flow (MGD) x 8.34, then average the daily mass values for the entire year.

**Total Monthly Discharge:** = monthly average concentration (mg/L) x total flow for the month (MG/month) x 8.34.

**Total Annual Discharge:** = sum of total monthly discharges for the calendar year.

**12-Month Rolling Sum of Total Monthly Discharge:** = the sum of the most recent 12 consecutive months of Total Monthly Discharges.

### 6.4.3 Effluent Temperature Requirements

**Weekly Average Temperature** – The permittee shall use the following formula for calculating effluent results to determine compliance with the weekly average temperature limit (as applicable): Weekly Average Temperature = the sum of all daily maximum results for that week divided by the number of daily maximum results during that time period.

**Cold Shock Standard** – Water temperatures of the discharge shall be controlled in a manner as to protect fish and aquatic life uses from the deleterious effects of cold shock. ‘Cold Shock’ means exposure of aquatic organisms to a rapid decrease in temperature and a sustained exposure to low temperature that induces abnormal behavior or physiological performance and may lead to death.

**Rate of Temperature Change Standard** – Temperature of a water of the state or discharge to a water of the state may not be artificially raised or lowered at such a rate that it causes detrimental health or reproductive effects to fish or aquatic life of the water of the state.

### 6.4.4 Visible Foam or Floating Solids

There shall be no discharge of floating solids or visible foam in other than trace amounts.

### 6.4.5 Surface Water Uses and Criteria

In accordance with NR 102.04, Wis. Adm. Code, surface water uses and criteria are established to govern water management decisions. Practices attributable to municipal, industrial, commercial, domestic, agricultural, land development or other activities shall be controlled so that all surface waters including the mixing zone meet the following conditions at all times and under all flow and water level conditions:

- a) Substances that will cause objectionable deposits on the shore or in the bed of a body of water, shall not be present in such amounts as to interfere with public rights in waters of the state.
- b) Floating or submerged debris, oil, scum or other material shall not be present in such amounts as to interfere with public rights in waters of the state.
- c) Materials producing color, odor, taste or unsightliness shall not be present in such amounts as to interfere with public rights in waters of the state.
- d) Substances in concentrations or in combinations which are toxic or harmful to humans shall not be present in amounts found to be of public health significance, nor shall substances be present in amounts which are acutely harmful to animal, plant or aquatic life.

### 6.4.6 Percent Removal

During any 30 consecutive days, the average effluent concentrations of BOD<sub>5</sub> and of total suspended solids shall not exceed 15% of the average influent concentrations, respectively. This requirement does not apply to removal of total suspended solids if the permittee operates a lagoon system and has received a variance for suspended solids granted under NR 210.07(2), Wis. Adm. Code.

### 6.4.7 Fecal Coliforms

The limit for fecal coliforms shall be expressed as a monthly geometric mean.

### 6.4.8 Seasonal Disinfection

Disinfection shall be provided from May 1 through September 30 of each year. Monitoring requirements and the limitation for fecal coliforms apply only during the period in which disinfection is required. Whenever chlorine is used for disinfection or other uses, the limitations and monitoring requirements for residual chlorine shall apply. A dechlorination process shall be in operation whenever chlorine is used.

### 6.4.9 Whole Effluent Toxicity (WET) Monitoring Requirements

In order to determine the potential impact of the discharge on aquatic organisms, static-renewal toxicity tests shall be performed on the effluent in accordance with the procedures specified in the *"State of Wisconsin Aquatic Life Toxicity Testing Methods Manual, 2<sup>nd</sup> Edition"* (PUB-WT-797, November 2004) as required by NR 219.04, Table A, Wis. Adm. Code). All of the WET tests required in this permit, including any required retests, shall be conducted on the *Ceriodaphnia dubia* and fathead minnow species. Receiving water samples shall not be collected from any point in contact with the permittee's mixing zone and every attempt shall be made to avoid contact with any other discharge's mixing zone.

### 6.4.10 Whole Effluent Toxicity (WET) Identification and Reduction

This standard requirement applies only to acute or chronic WET monitoring that is not accompanied by a WET limit. Within 60 days of a retest which showed positive results, the permittee shall submit a written report to the Biomonitoring Coordinator, Bureau of Water Quality, 101 S. Webster St., PO Box 7921, Madison, WI 53707-7921, which details the following:

- A description of actions the permittee has taken or will take to remove toxicity and to prevent the recurrence of toxicity;
- A description of toxicity reduction evaluation (TRE) investigations that have been or will be done to identify potential sources of toxicity, including some or all of the following actions:
  - (a) Evaluate the performance of the treatment system to identify deficiencies contributing to effluent toxicity (e.g., operational problems, chemical additives, incomplete treatment)
  - (b) Identify the compound(s) causing toxicity
  - (c) Trace the compound(s) causing toxicity to their sources (e.g., industrial, commercial, domestic)
  - (d) Evaluate, select, and implement methods or technologies to control effluent toxicity (e.g., in-plant or pretreatment controls, source reduction or removal)
- Where corrective actions including a TRE have not been completed, an expeditious schedule under which corrective actions will be implemented;
- If no actions have been taken, the reason for not taking action.

The permittee may also request approval from the Department to postpone additional retests in order to investigate the source(s) of toxicity. Postponed retests must be completed after toxicity is believed to have been removed.

## 6.5 Land Application Requirements

### **6.5.1 Sludge Management Program Standards And Requirements Based Upon Federally Promulgated Regulations**

In the event that new federal sludge standards or regulations are promulgated, the permittee shall comply with the new sludge requirements by the dates established in the regulations, if required by federal law, even if the permit has not yet been modified to incorporate the new federal regulations.

### **6.5.2 General Sludge Management Information**

The General Sludge Management Form 3400-48 shall be completed and submitted prior to any significant sludge management changes.

### **6.5.3 Sludge Samples**

All sludge samples shall be collected at a point and in a manner which will yield sample results which are representative of the sludge being tested, and collected at the time which is appropriate for the specific test.

### **6.5.4 Land Application Characteristic Report**

Each report shall consist of a Characteristic Form 3400-49 and Lab Report. The Characteristic Report Form 3400-49 shall be submitted electronically by January 31 following each year of analysis.

Following submittal of the electronic Characteristic Report Form 3400-49, this form shall be certified electronically via the 'eReport Certify' page by a principal executive officer, ranking elected official or duly authorized representative. The 'eReport Certify' page certifies that the electronic report is true, accurate and complete. The Lab Report must be sent directly to the facility's DNR sludge representative or basin engineer unless approval for not submitting the lab reports has been given.

The permittee shall use the following convention when reporting sludge monitoring results: Pollutant concentrations less than the limit of detection shall be reported as < (less than) the value of the limit of detection. For example, if a substance is not detected at a detection limit of 1.0 mg/kg, report the pollutant concentration as < 1.0 mg/kg .

All results shall be reported on a dry weight basis.

### **6.5.5 Calculation of Water Extractable Phosphorus**

When sludge analysis for Water Extractable Phosphorus is required by this permit, the permittee shall use the following formula to calculate and report Water Extractable Phosphorus:

$$\text{Water Extractable Phosphorus (\% of Total P)} = \frac{[\text{Water Extractable Phosphorus (mg/kg, dry wt)} \div \text{Total Phosphorus (mg/kg, dry wt)}] \times 100$$

### **6.5.6 Monitoring and Calculating PCB Concentrations in Sludge**

When sludge analysis for "PCB, Total Dry Wt" is required by this permit, the PCB concentration in the sludge shall be determined as follows.

Either congener-specific analysis or Aroclor analysis shall be used to determine the PCB concentration. The permittee may determine whether Aroclor or congener specific analysis is performed. Analyses shall be performed in accordance with the following provisions and Table EM in s. NR 219.04, Wis. Adm. Code.

- EPA Method 1668 may be used to test for all PCB congeners. If this method is employed, all PCB congeners shall be delineated. Non-detects shall be treated as zero. The values that are between the limit of detection and the limit of quantitation shall be used when calculating the total value of all congeners. All results shall be added together and the total PCB concentration by dry weight reported. **Note:** It is recognized that a number of the congeners will co-elute with others, so there will not be 209 results to sum.

- EPA Method 8082A shall be used for PCB-Aroclor analysis and may be used for congener specific analysis as well. If congener specific analysis is performed using Method 8082A, the list of congeners tested shall include at least congener numbers 5, 18, 31, 44, 52, 66, 87, 101, 110, 138, 141, 151, 153, 170, 180, 183, 187, and 206 plus any other additional congeners which might be reasonably expected to occur in the particular sample. For either type of analysis, the sample shall be extracted using the Soxhlet extraction (EPA Method 3540C) (or the Soxhlet Dean-Stark modification) or the pressurized fluid extraction (EPA Method 3545A). If Aroclor analysis is performed using Method 8082A, clean up steps of the extract shall be performed as necessary to remove interference and to achieve as close to a limit of detection of 0.11 mg/kg as possible. Reporting protocol, consistent with s. NR 106.07(6)(e), should be as follows: If all Aroclors are less than the LOD, then the Total PCB Dry Wt result should be reported as less than the highest LOD. If a single Aroclor is detected then that is what should be reported for the Total PCB result. If multiple Aroclors are detected, they should be summed and reported as Total PCBs. If congener specific analysis is done using Method 8082A, clean up steps of the extract shall be performed as necessary to remove interference and to achieve as close to a limit of detection of 0.003 mg/kg as possible for each congener. If the aforementioned limits of detection cannot be achieved after using the appropriate clean up techniques, a reporting limit that is achievable for the Aroclors or each congener for the sample shall be determined. This reporting limit shall be reported and qualified indicating the presence of an interference. The lab conducting the analysis shall perform as many of the following methods as necessary to remove interference:

3620C – Florisil  
 3640A - Gel Permeation  
 3630C - Silica Gel

3611B - Alumina  
 3660B - Sulfur Clean Up (using copper shot instead of powder)  
 3665A - Sulfuric Acid Clean Up

### 6.5.7 Annual Land Application Report

Land Application Report Form 3400-55 shall be submitted electronically by January 31, each year whether or not non-exceptional quality sludge is land applied. Non-exceptional quality sludge is defined in s. NR 204.07(4), Wis. Adm. Code. Following submittal of the electronic Annual Land Application Report Form 3400-55, this form shall be certified electronically via the 'eReport Certify' page by a principal executive officer, ranking elected official or duly authorized representative. The 'eReport Certify' page certifies that the electronic report form is true, accurate and complete.

### 6.5.8 Other Methods of Disposal or Distribution Report

The permittee shall submit electronically the Other Methods of Disposal or Distribution Report Form 3400-52 by January 31, each year whether or not sludge is hauled, landfilled, incinerated, or exceptional quality sludge is distributed or land applied. Following submittal of the electronic Report Form 3400-52, this form shall be certified electronically via the 'eReport Certify' page by a principal executive officer, ranking elected official or duly authorized representative. The 'eReport Certify' page certifies that the electronic report form is true, accurate and complete.

### 6.5.9 Approval to Land Apply

Bulk non-exceptional quality sludge as defined in s. NR 204.07(4), Wis. Adm. Code, may not be applied to land without a written approval letter or Form 3400-122 from the Department unless the Permittee has obtained permission from the Department to self approve sites in accordance with s. NR 204.06 (6), Wis. Adm. Code. Analysis of sludge characteristics is required prior to land application. Application on frozen or snow covered ground is restricted to the extent specified in s. NR 204.07(3) (l), Wis. Adm. Code.

### 6.5.10 Soil Analysis Requirements

Each site requested for approval for land application must have the soil tested prior to use. Each approved site used for land application must subsequently be soil tested such that there is at least one valid soil test in the four years prior to land application. All soil sampling and submittal of information to the testing laboratory shall be done in accordance with UW Extension Bulletin A-2100. The testing shall be done by the UW Soils Lab in Madison or Marshfield, WI or at a lab approved by UW. The test results including the crop recommendations shall be submitted to the DNR contact listed for this permit, as they are available. Application rates shall be determined based on the crop nitrogen recommendations and with consideration for other sources of nitrogen applied to the site.

### 6.5.11 Land Application Site Evaluation

For non-exceptional quality sludge, as defined in s. NR 204.07(4), Wis. Adm. Code, a Land Application Site Request Form 3400-053 shall be submitted to the Department for the proposed land application site. The Department will evaluate the proposed site for acceptability and will either approve or deny use of the proposed site. The permittee may obtain permission to approve their own sites in accordance with s. NR 204.06(6), Wis. Adm. Code.

### 6.5.12 Class B Sludge: Fecal Coliform Limitation

Compliance with the fecal coliform limitation for Class B sludge shall be demonstrated by calculating the geometric mean of at least 7 separate samples. (Note that a Total Solids analysis must be done on each sample). The geometric mean shall be less than 2,000,000 MPN or CFU/g TS. Calculation of the geometric mean can be done using one of the following 2 methods.

Method 1:

$$\text{Geometric Mean} = (X_1 \times X_2 \times X_3 \dots \times X_n)^{1/n}$$

Where X = Coliform Density value of the sludge sample, and where n = number of samples (at least 7)

Method 2:

$$\text{Geometric Mean} = \text{antilog}[(X_1 + X_2 + X_3 \dots + X_n) \div n]$$

Where X = log<sub>10</sub> of Coliform Density value of the sludge sample, and where n = number of samples (at least 7)

Example for Method 2

Sample Number	Coliform Density of Sludge Sample	log <sub>10</sub>
1	6.0 x 10 <sup>5</sup>	5.78
2	4.2 x 10 <sup>6</sup>	6.62
3	1.6 x 10 <sup>6</sup>	6.20
4	9.0 x 10 <sup>5</sup>	5.95
5	4.0 x 10 <sup>5</sup>	5.60
6	1.0 x 10 <sup>6</sup>	6.00
7	5.1 x 10 <sup>5</sup>	5.71

The geometric mean for the seven samples is determined by averaging the log<sub>10</sub> values of the coliform density and taking the antilog of that value.

$$(5.78 + 6.62 + 6.20 + 5.95 + 5.60 + 6.00 + 5.71) \div 7 = 5.98$$

$$\text{The antilog of } 5.98 = 9.5 \times 10^5$$

### 6.5.13 Vector Control: Volatile Solids Reduction

The mass of volatile solids in the sludge shall be reduced by a minimum of 38% between the time the sludge enters the digestion process and the time it either exits the digester or a storage facility. For calculation of volatile solids reduction, the permittee shall use the Van Kleeck equation or one of the other methods described in "Determination of Volatile Solids Reduction in Digestion" by J.B. Farrell, which is Appendix C of EPA's *Control of Pathogens in Municipal Wastewater Sludge* (EPA/625/R-92/013). The Van Kleeck equation is:

$$\text{VSR}\% = \frac{\text{VS}_{\text{IN}} - \text{VS}_{\text{OUT}}}{\text{VS}_{\text{IN}}} \times 100$$

$$VS_{IN} - (VS_{OUT} \times VS_{IN})$$

Where:  $VS_{IN}$  = Volatile Solids in Feed Sludge (g VS/g TS)

$VS_{OUT}$  = Volatile Solids in Final Sludge (g VS/g TS)

VSR% = Volatile Solids Reduction, (Percent)

#### **6.5.14 Class B Sludge - Vector Control: Injection**

No significant amount of the sewage sludge shall be present on the land surface within one hour after the sludge is injected.

#### **6.5.15 Land Application of Sludge Which Contains Elevated Levels of Radium-226**

When contributory water supplies exceed 2 pci per liter of Radium 226, monitoring for Radium 226 in sludge is required. Sludge containing Radium 226 shall be land applied in accordance with the requirements in s. NR 204.07(3)(n), Wis. Adm. Code.

## 7 Summary of Reports Due

FOR INFORMATIONAL PURPOSES ONLY

Description	Date	Page
Mercury Pollutant Minimization Program -Implement the Mercury Pollutant Minimization Program	See Permit	12
Mercury Pollutant Minimization Program -Submit Annual Status Reports	June 30, 2015	12
Mercury Pollutant Minimization Program -Submit Annual Status Report #2	June 30, 2016	12
Mercury Pollutant Minimization Program -Submit Annual Status Report #3	June 30, 2017	12
Mercury Pollutant Minimization Program -Submit Annual Status Report #4	June 30, 2018	12
Mercury Pollutant Minimization Program -Submit Final Status Report	June 30, 2019	12
Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Operational Evaluation Report	June 30, 2018	12
<del>Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Compliance Alternatives, Source Reduction, Improvements and Modifications Status</del>	<del>December 31, 2016</del>	13
Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Preliminary Compliance Alternatives Plan	December 31, 2018	13
Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Final Compliance Alternatives Plan	June 30, 2019	13
Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Progress Report on Plans & Specifications	June 30, 2020	13
Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Final Plans and Specifications	December 31, 2020	14
Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Treatment Plant Upgrade to Meet WQBELs	June 30, 2021	14
Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Construction Upgrade Progress Report #1	June 30, 2022	14
Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Construction Upgrade Progress Report #2	April 1, 2023	14
Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Complete Construction	December 1, 2023	14
Water Quality Based Effluent Limits (WQBELs) for Total Phosphorus - Achieve Compliance	January 1, 2024	14
CMOM (Capacity, Management, Operation and Maintenance) Program Development -Complete Program Development	August 1, 2016	14
Compliance Maintenance Annual Reports (CMAR)	by June 30, each year	16
General Sludge Management Form 3400-48	prior to any significant sludge	24

	management changes	
Characteristic Form 3400-49 and Lab Report	by January 31 following each year of analysis	24
Land Application Report Form 3400-55	by January 31, each year whether or not non-exceptional quality sludge is land applied	25
Report Form 3400-52	by January 31, each year whether or not sludge is hauled, landfilled, incinerated, or exceptional quality sludge is distributed or land applied	25
Wastewater Discharge Monitoring Report	no later than the date indicated on the form	15

Report forms shall be submitted electronically in accordance with the reporting requirements herein. Any facility plans or plans and specifications for municipal, industrial, industrial pretreatment and non industrial wastewater systems shall be submitted to the Bureau of Water Quality, P.O. Box 7921, Madison, WI 53707-7921. All other submittals required by this permit shall be submitted to:  
Southeast Region, 2300 N Dr ML King Drive, Milwaukee, WI 53212

**APPENDIX B**  
**OPERATIONAL EVALUATION OF PHOSPHORUS REMOVAL**

# PHOSPHORUS OPERATIONAL EVALUATION REPORT

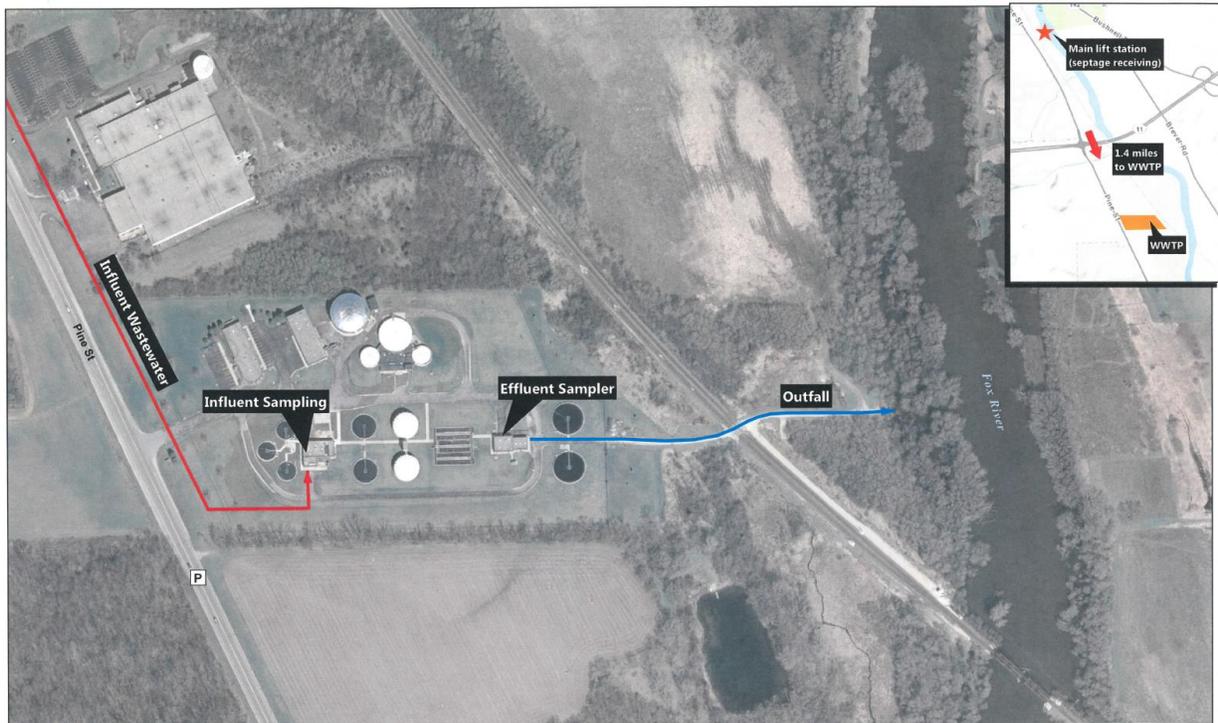
**FACILITY NAME: CITY OF BURLINGTON**  
**WPDES PERMIT NUMBER: WI-002296-09**

## Background

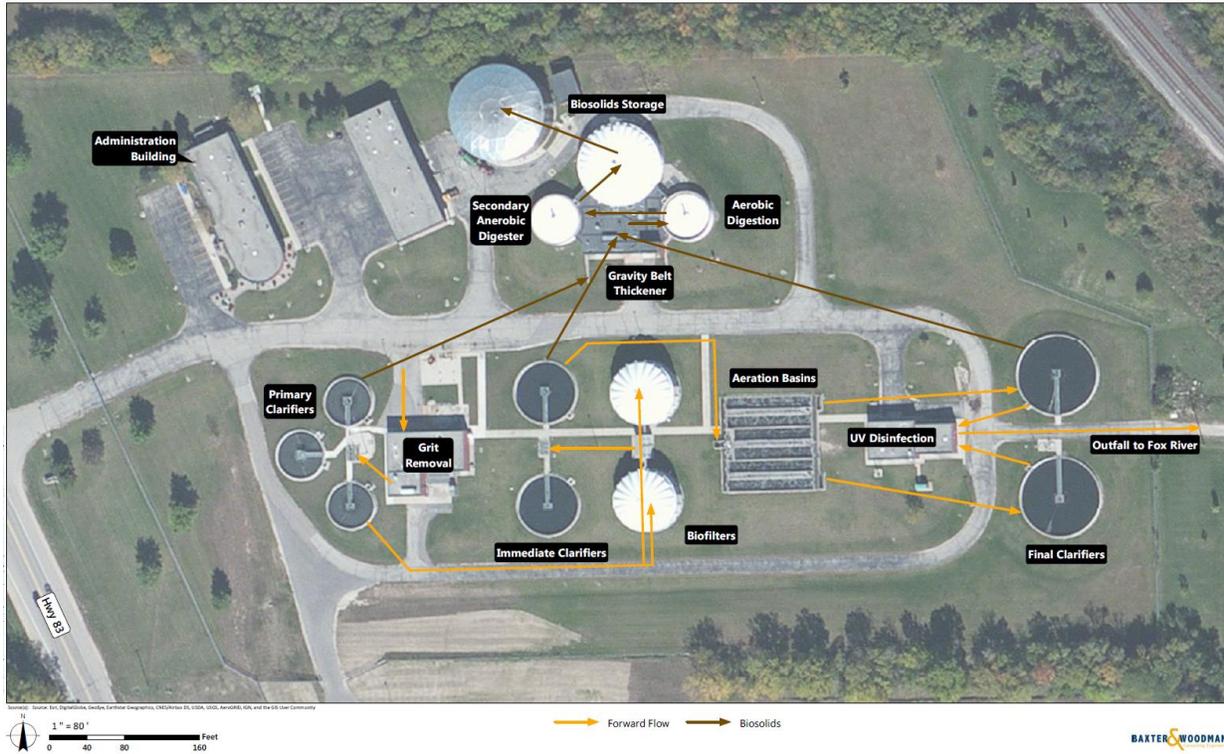
This report summarizes the review of the existing phosphorus removal process for Burlington in accordance with the provisions of the Operational Evaluation Report requirement contained in the City's current WPDES permit. The Operational Evaluation Report needs to be submitted in accordance with the modified permit schedule contained in the contested case stipulation agreement. Figure 1 shows the overall site plan and Figure 2 shows the process schematic for the Burlington WWTP.

**FIGURE 1**

### Existing Wastewater Treatment Plant Site Map



**FIGURE 2**  
**Process Schematic**



**Process Performance and Source Reduction**

Table 1 summarizes the overall influent total phosphorus and effluent total phosphorus concentrations for the baseline year 2017. The values presented in this table are averages for the indicated month.

**Table 1**

**City of Burlington Phosphorus Removal Performance (2017)**

	Average Daily Influent Flow (MGD)	Influent		Effluent		% Removal
		Total Phosphorus (mg/L)	Total Phosphorus (lbs/day)	Total Phosphorus (mg/L)	Total Phosphorus (lbs/day)	
January	2.659	3.08	68.30	0.68	15.15	78%
February	2.631	3.03	66.49	0.40	8.80	87%
March	2.780	3.20	74.19	0.38	8.76	88%
April	3.380	2.69	75.83	0.49	13.73	82%
May	3.429	2.82	80.65	0.65	18.62	77%
June	3.056	3.01	76.72	0.54	13.76	82%
July	5.582	2.17	101.02	0.36	16.95	83%
August	3.607	2.79	83.93	0.43	13.00	85%
September	2.993	3.22	80.38	0.29	7.29	91%
October	2.913	2.98	72.40	0.34	8.19	89%
November	2.814	4.59	107.72	0.46	10.87	90%
December	2.648	5.14	113.51	0.36	7.95	93%
<b>Annual</b>	<b>3.21</b>	<b>3.23</b>	<b>83.43</b>	<b>0.45</b>	<b>11.92</b>	<b>85%</b>

The level of phosphorus in the City influent flow is more dilute than typical influent due to the impacts of industrial dischargers. The typical influent total phosphorus averages about 3.2 mg/L. The two stage process (trickling filter followed by separate stage nitrification) removes sufficient BOD so that filaments are not a problem. At the present time, about 25% of the forward flow is diverted around the trickling filter to provide improved settling in the nitrification process.

The current phosphorus removal system uses ferrous sulfate at a dose rate of 87 gpd with an active iron in the range of 11% to 14%. The costs are currently \$0.47/gallon. The annual costs for chemicals for phosphorus removal is approximately \$16,500 annually. The effective dose rate for Burlington is about 1 mole of iron per mole of phosphorus removed. This is slightly lower than the typical 1.5 moles iron to phosphorus for facilities using chemicals for phosphorus removal.

The City currently uses a phosphate additive for corrosion control in their water supply system only at the Well 11 treatment facility since it is an ion-exchange process and not the HMO (Hydrous Manganese Oxide) process used at other City wells.

## Enhanced Phosphorus Removal with Chemical Addition

The interim limit of 1 mg/L on a monthly average basis remains a reasonable target for Burlington without filtration. The current system adds ferrous sulfate to the activated sludge portion of the process. Potential optimization steps for the chemical addition to reduce costs and potentially lower effluent total phosphorus are discussed below under the optimization of chemical phosphorus removal. Biological phosphorus removal is generally not a viable option with a two-stage process since there is insufficient carbon available to drive biological phosphorus removal.

## Compliance with the Water Quality Based Effluent Limitations

Since the City will only be able to meet a 0.60 mg/L monthly average limit consistently without filtration, the lower water quality based effluent limit of 0.100 mg/L six-month average will not be attainable. In addition, compliance with this effluent limit will likely require enhanced filtration (e.g. two stage filters or ballasted sand filtration).

## Optimization of Chemical Phosphorus Removal

The current phosphorus removal system uses ferrous sulfate to remove phosphorus. The City should consider the following options to optimize chemical phosphorus removal:

1. Purchase an on-line phosphorus analyzer to pace the addition of a phosphorus removal chemical. This is particularly important if the City continues to use ferrous sulfate that tends to not have a uniform concentration of iron throughout the storage tank.
2. Evaluate other potential coagulants including alum, polyaluminum chloride, and ferric chloride to determine if additional removal of phosphorus would be possible at a similar cost to the current operations. Historically, ferrous sulfate or ferrous chloride were used in Wisconsin due to its low cost but the costs for ferrous sulfate have increased and the costs for ferric chloride and alum are now more competitive. Ferric chloride at a 38% active iron concentration costs about \$1.30/gallon versus the current \$0.47/gallon for ferrous sulfate. Assuming 12.5% iron for the ferrous sulfate and 38% active for the ferric chloride the annual costs for ferric chloride would be about \$14,000 or slightly lower than the current costs. Ferric chloride, however, is a uniform product throughout the tank volume. Jar testing could be done to confirm the appropriate levels of ferric chloride, alum, or polyaluminum chloride (PAC) to add to meet a target total phosphorus limit. These compounds could also be tested using larger totes as a part of a pilot study at the facility.
3. Sample the recycle stream from the Gravity Thickener operation for total phosphorus.

Submitted for Approval by: (signed) \_\_\_\_\_ Date of Submittal: 12/26/18

(printed) Donald T. Hefty  
Authorized Permit Representative



**DATE:** March 19, 2019

**SUBJECT: ORDINANCE 2045(11)** - To amend Sections 148-7(A), "Performance standards for construction Sites under one acre" 148-9(E)9, "Permit requirements; application procedures; fees" and 148-10(A)4(h) "Erosion and sediment control plans: statement; amendments" of the Municipal Code of Burlington.

**SUBMITTED BY:** Carina Walters, City Administrator

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**BACKGROUND/HISTORY:**

The City of Burlington is a MS4 (Municipal separate storm sewer system) permitted community. A MS4 is a city owned storm water conveyance system consisting of storm drains, pipes, culverts, and ditches that discharge storm water to waters of the U.S.). As part of the City of Burlington's Permit to Discharge and to be in compliance with CH. 283 Wis., Stats, and Chapters NR 151 and 216, Wis Adm. Code. Owners of an MS4 permit are required to develop and maintain a erosion control ordinance.

In January of 2015 the City received a Storm Water Management planning grant in the amount of \$80,000 to meet the initial permit requirements. The permit required the creation or modifications to multiple ordinances, as well as mapping and modeling of the city storm sewer system for runoff and pollutant loading. All criteria have been met.

As part of the requirement for the Final Grant reimbursement the Wisconsin Department of Natural resources has requested the following changes to the current erosion control ordinance.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of this text amendment.

**TIMING/IMPLEMENTATION:**

This item was discussed at the March 5, 2019 Committee of the Whole meeting and scheduled for final consideration at the March 19, 2019 Common Council meeting.

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**Attachments**

Ord. 2045(11)

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**AN ORDINANCE AMENDING SECTIONS 148-7(A), "Performance standards for construction Sites under one acre" 148-9(E)9, "Permit requirements; application procedures; fees" and 148-10(A)4(h) "Erosion and sediment control plans: statement; amendments" of the Municipal Code of Burlington**

**NOW THEREFORE BE IT RESOLVED** that the Common Council of the City of Burlington does hereby ordain as follows:

- I. Section 148-7(A) of the City of Burlington Municipal Code entitled, "Performance standards For Construction Sites Under One Acre" is hereby amended as follows:

A. Responsible party. The responsible party shall **comply with this section.**

~~B. implement an erosion and sediment control plan, developed in accordance with § 148-10, that incorporates the requirements of this section.~~ **Erosion and Sediment Control practices. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all the following:**

Section 148-9(E)(8) of the City of Burlington Municipal Code entitled, "Permit requirements; application procedures; fees."

**(9) A copy of the erosion and sediment control plan shall be kept at the construction site.**

Section 148-10(A)(4) of the City of Burlington Municipal Code entitled, "Erosion and sediment control plan; statement; amendments."

(g) Areas which will be vegetated following construction.

**(h) Areas used for infiltration of post-construction storm water runoff**

(i) Area extent of wetland acreage on the site and locations where stormwater is discharged to a surface water or wetland.

- II. It is further ordained that the application of this ordinance shall be effective after its passage and publication as required by law.
- III. All other provisions as contained in Chapter 1148 of the Municipal Code of the City of Burlington shall continue and in full force and effect.

Introduced: March 5,  
2019  
Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk



**DATE:** March 19, 2019

**SUBJECT:** MOTION 19-923 -To consider approving the 2019 Fireworks Agreement for July 4, 2019 with Five Star Fireworks Co.

**SUBMITTED BY:** Megan Watkins, Assistant City Administrator | Zoning Administrator

**BACKGROUND/HISTORY:**

Presented before you tonight, is Five Star Firework’s 2019 Fireworks Agreement for this year’s July 4<sup>th</sup> fireworks, to be displayed on the ChocolateFest grounds located at 681 Maryland Avenue. Five Star Fireworks, Co. has provided fireworks for the July 4<sup>th</sup> in the City of Burlington since 2014 with great success and popularity.

After the March 5, 2019 Committee of the Whole meeting, I reached out to the following pyrotechnic companies and received the following responses:

- Spielbauer Fireworks Co. – booked July 4, provided a quote for July 5 instead
- ARF Pyro & Professional Displays – booked July 4, did not provide quote
- Krueger Pyrotechnics & Firework Displays – booked July 4, did not provide quote
- Melrose Pyrotechnics (They provide the fireworks on Browns Lake) – booked July 4, did not provide quote
- Wolverine – no response yet
- Hollywood Pyrotechnics – no response yet
- J & M Displays – no response yet

In addition, the following email was from our current Firework provider: “When I designed the 2019 program I took out some of the smaller diameter shells that are just some of the filler shells to get us to a 25-minute show. I wanted to keep the larger shells in because they supply the multi-effect breaks in the sky and they are always the crowd pleasers.

Looking at number of shots for the display and coming up with a percentage is like comparing apples to oranges with firework quotes. If I would take out 9 or 18 of the 6” shells I could add in almost 170 3” shells or 110 4” shells for the same cost. If the board wants to see a revised program with more shots I can put one together. I just know the smaller shells will have a faster burn out time and less of the Big Willow and Diadem effects.”

The terms and conditions in the attached agreement have remained the same as previous years. Five Star did indicate that they saw and increase in fireworks cost and insurance this year. Five Star feels the less shells should go unnoticed overall.

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, 2019.

**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 was discussed at the March 5, 2019 Committee of the Whole meeting and is scheduled for the March 19, 2019 Common Council meeting for final consideration.

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**Attachments**

Agreement

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# 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](http://www.fivestarfirerworks.com)

**THIS AGREEMENT** is made this 23<sup>rd</sup> day of January, 2019, 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, 2019.

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, 2019.
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: January 23, 2019  
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

July 4, 2019

### GRAND OPENING TO MAIN EVENT

150 1 ¼ PURPLE AND GREEN STROBE WITH CRACKLE TAIL

### MAIN EVENT

12 THREE INCH FLASH SALUTES  
Salutes will be used to signal the open of your show  
and will continue throughout the program.

50 THREE INCH CROWN PYRO COLOR DISPLAY SHELLS  
40 THREE INCH DELUXE AN-PING DISPLAY SHELLS  
50 THREE INCH DANCING DRAGON DISPLAY SHELLS

152 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.

20 FOUR INCH DANCING DRAGON DISPLAY SHELLS  
20 FOUR INCH DANCING DISPLAY SHELLS WITH TAILS  
36 FOUR INCH SPECIALTY YUNG FENG DISPLAY SHELLS  
44 FOUR INCH FLOWER KING DISPLAY SHELLS WITH TAILS

120 Total Four Inch Shells

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

- 10 FIVE INCH CROWN PYRO DISPLAY SHELLS
- 15 FIVE INCH DANCING DRAGON DISPLAY SHELLS
- 10 FIVE INCH DANCING SPECIALTY 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.

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

50 Total Five Inch Shells

- 27 SIX INCH MANTSUNA DISPLAY SHELLS

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

27 Total Six Inch Shells

## **FINALE**

- 100 1 ½ INCH GLITTER CROWN WITH FALLING LEAVES
- 60 TWO INCH TITIANUM SALUTES WITH REPORT
- 200 1 ½ INCH ASSORTED COLOR DALIAHS WITH REPORT
- 60 THREE INCH DANCING FINALE COLOR SHELLS WITH TAILS
- 60 THREE INCH GOLD CROWN FINALE SHELLS
- 30 THREE INCH PYRO FINALE COLOR SHELLS AND SALUTES
- 30 THREE INCH AM PYRO CANOPY SHELLS WITH FLASH
- 20 FIVE INCH DANCING NISHI KAMURO FINALE SHELLS

The conclusion of your show will consist of more than 550 shells  
to end the show on an extremely dramatic note!



## SPECIAL EFFECTS

- |     |   |
|-----|---|
| 150 | 1 ½ INCH BROCADE COCONUT TO TIME RAIN   |
| 150 | 1 ½ INCH MIXED STROBE TO WILLOW         |
| 200 | 1 ½ INCH RED, WHITE, AND BLUE PEONY'S   |
| 200 | 1 ½ INCH GREEN STROBE TO CRACKLE PISTOL |

**Special effects will be presented as 4 dramatic segments throughout your show!!!**

The length of this show will be 21-24 minutes duration.  
Program Exhibit "A"

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