



**AGENDA**  
**COMMITTEE OF THE WHOLE**

**Tuesday, May 21, 2019**

**6:30 p.m.**

**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)

\*Prior to the Call to Order of the Committee of the Whole meeting, Matthew Dennis will be sworn in as a Patrol Officer for the City of Burlington Police Department.

1. **Call to Order - Roll Call**

2. **Citizen Comments**

3. **Approval of Minutes** (*S. Rauch*)

A. To Approve the Committee of the Whole Minutes for May 7, 2019.

4. **PRESENTATIONS:**

5. **DISCUSSION:**

A. A discussion regarding the Parkway Tree Planting Cost Share Program.

B. A discussion regarding 2017 Wastewater Rate Billing Recapture.

C. A discussion regarding Burlington Chocolate Festival traffic control and pedestrian crossing services.

6. **RESOLUTIONS:**

- A. **Resolution 4937(39)** - To consider approving the adoption of an updated Five-Year Financial Management Plan.
  - B. **Resolution 4955(8)** - To Approve the Transfer of Certain Real Property to Shawn and Jeanita Karnes at 357 Lewis Street.
  - C. **Resolution 4956(9)** - To Approve the purchase of three new services trucks for the Department of Public Works.
  - D. **Resolution 4957(10)** - To approve Conveying a Sanitary Sewer Easement from the City of Burlington to Integrated Lubricants/Applied Material Solutions (AMS) for City Property Located at 2100 S. Pine St, Parcel Number 51-206-02-19-09-002-110.
7. **ORDINANCES:** There are none.
8. **MOTIONS:** There are none.
9. **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.*



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 3A**

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**DATE:** May 21, 2019

**SUBJECT:** MEETING MINUTES - To Approve the Committee of the Whole Minutes for May 7, 2019.

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the May 7, 2019 Committee of the Whole meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the May 7, 2019 Committee of the Whole meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the May 21, 2019 Common Council meeting.

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**Attachments**

COW Minutes

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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**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Tuesday, May 7, 2019**

1. **Call to Order - Roll Call**

Mayor Hefty called the Committee of the Whole meeting to order at 6:30 p.m. Roll Call - Present: Mayor Hefty, Alderman Susan Kott, Alderman Theresa Meyer, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker. Excused: \*Alderman Grandi, Alderman Todd Bauman

Student Representatives - Present: Jack Schoepke (BHS). Excused: Morgan Tracy (BHS).

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, Building Inspector Gregory Guidry, Library Director Joe Davies and Intern Nick Faust.

\*Alderman Grandi joined the meeting at approximately 7:20 p.m.

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

3. **Approval of Minutes** - To approve the April 3, 2019 Committee of the Whole Meeting Minutes. Motion: Alderman Kott. Second: Alderman Schultz. With all in favor, the motion carried.

4. **PRESENTATIONS:**

A. A presentation by Thomas Niccolai regarding the possible Performing Arts Center.

Rob King, Vice President of the Burlington Performing Arts Center Board, shared a PowerPoint Presentation stating that it was important for the Board to have a clear sense of what should be built before moving forward with a feasibility study. The Board visited several PAC's and were able to gain a better understanding of what the vision for the City of Burlington should be.

Alderman Schultz asked if a timeline had been established. King responded that they are not going to jump the gun and want to be sure to do everything right, therefore will more than likely take longer to complete. King stated that the next step is the feasibility study.

Alderman Preusker asked if there is an existing foundation or legal structure that has been set up for the PAC. Dr. Nikolai responded that the Burlington PAC is incorporated and also has a separate 501C3.

Alderman Schultz asked how much money needs to be raised. Nikolai responded \$16 million to build and maintain.

Alderman Rauch asked if any property has been obtained yet. Nikolai responded that no property has been obtained yet, but they have put offers in on three properties. Alderman Rauch then asked at what point does the Council become involved. Administrator Walters responded that Council would become involved after the feasibility study is completed and the regular development process begins.

5. **DISCUSSION:**

A. Discussion with Dorothy Dean from Nothing Less regarding Motion 18-911.

Dorothy Dean, founder and CEO of Nothing Less, Inc. presented a statement to Council and staff and requested that Motion 18-911 be rescinded. Per Ms. Dean's request, a copy of this statement has been included as an attachment to the meeting minutes.

6. **RESOLUTIONS:**

A. **Resolution 4948(1)** - To Award the Sale of \$1,310,000 General Obligation Corporate Purpose Bonds, Series 2019A.

Mayor Hefty introduced Resolutions 4948(1) and 4949(2) at the same time and included the corrected amounts of \$1,285,000 for the General Obligation Corporate Purpose Bonds and \$1,575,000 for the Waterworks System Revenue Bonds. Finance Director, Steve DeQuaker stated the reason for the changes were due to discounts that were given during the bond sale. Jon Cameron, further explained the bond closings.

B. **Resolution 4949(2)** - To Authorize the Issuance and Sale of \$1,655,000 Waterworks System Revenue Bonds, Series 2019B of the City of Burlington, Racine and Walworth Counties, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds.

This item was presented at the same time as Resolution 4948(1).

C. **Resolution 4950(3)** - To consider approving an Extraterritorial Zoning Certified Survey Map for property located at 1225 Browns Lake Drive.

Zoning Director, Megan Watkins provided an overview of the ETZ CSM for 1225 Browns Lake Drive, and stated that Council approval is required as this property is within 1.5 miles of the City of Burlington.

D. **Resolution 4951(4)** - To consider approving an Extraterritorial Zoning Certified Survey Map for property located at 6621 Brever Road.

Zoning Director, Megan Watkins provided an overview of the ETZ CSM for 6621 Brever Road, and stated that Council approval is required as this property is within 1.5 miles of the City of Burlington.

E. **Resolution 4952(5)** - To accept A Unanimous Petition for Direct Annexation of 0.84 acres for property located at W. State Street (002-03-19-31-032-000) in the Town of Burlington, Racine County, Wisconsin.

Zoning Director Watkins, explained that the owners of the property located at W. State Street, are requesting the annexation in order to have access to municipal water and sewer and the petition is the first step in the annexation process.

- F. **Resolution 4953(6)** - To consider approving a two-year contract for part-time building inspection services with Municipal Services, LLC.

Building Inspector Gregory Guidry provided an overview of the Municipal Services contract, stating that the owner, Jim Deluca, has worked with the City's Building Inspection Department since 1995 and is very knowledgeable of the city code and ordinances. Guidry also requested an increase in hourly pay from \$57 to \$65 since there hasn't been an increase since 2010.

Alderman Grandi asked how this is related to the SafeBuilt contract. Guidry responded that SafeBuilt deals primarily in code violation.

- G. **Resolution 4954(7)** - To consider approving the award of bid to Axon Enterprise, Inc. for five years in the amount of \$57,296.74 for eighteen body cameras, three six-bay docking stations, user licenses, and cloud storage for the City of Burlington Police Department.

Sergeant Krusemark reviewed the background history and stated that in 2010, the police department purchased 10 VieVu body cameras for \$7,079.77, however over the past three years, \$6,257.80 has been spent to repair and replace the damaged cameras. Krusemark also stated that VieVu has sold their body worn camera platform to Axon and in the near future will no longer be sold or supported. Krusemark then presented three quotes and recommended that Council award the bid to Axon Enterprise Inc for Quote #3.

Alderman Rauch stated that \$22,000 was budgeted but the cost of the body cameras totals \$57,000 and wanted to know where the extra money would come from. Walters responded that it would be paid for through the Equipment Replacement Fund.

7. **ORDINANCES:** There were none.

8. **MOTIONS:**

- A. **Motion 19-926** - To consider approving a Certificate of Appropriateness for property located at 533 Milwaukee Avenue.

Inspector Guidry reviewed the background and stated that this property belongs to the Top Museum and the owner would like to repair, repaint, and replace the lights on street facing facade of the building. Guidry further stated that the owner was awarded a facade grant for this project in the amount of \$5,000 and has been recommended for approval by the Historic Preservation Committee.

- B. **Motion 19-927** - To consider approving a Certificate of Appropriateness for property located at 541 Milwaukee Avenue.

Inspector Guidry reviewed the background and stated that this property belongs to the Teacher's Place and the owner would like to repair, repaint, and replace the lights on street facing facade of the building. Guidry further stated that the owner was awarded a facade grant for this project in the amount of \$5,000 and has been recommended for approval by the Historic Preservation Committee.

- C. **Motion 19-928** - To allow alcoholic beverage consumption on premise at the Burlington Senior Center.

Walters reviewed the background history and stated that the Senior Center was approached by Daniels Funeral Home to inquire if the Senior Center would be interested in renting space for Celebration of Life ceremonies that would allow for the consumption of food and alcoholic beverages, which would be provided by a licensed caterer. In addition, the Senior Center would like the ability to rent their space for other special occasions that might also allow for alcohol consumption provided by a qualified and licensed caterer. Walters further stated that as a result of City policy, the Common Council would

need to approve the allowance of alcohol on city property, if so determined.

Susan Crane, Interim Executive Director, explained in further detail the potential opportunities for additional income and provided an overview of all the current activities and the increased attendance at the Senior Center.

Alderman Rauch asked Crane if the intention for the Senior Center is to serve alcohol. Crane responded they do not want a liquor license, but rather the ability to rent their space for special occasions, of which a caterer would have the ability to provide alcohol if so desired.

D. **Motion 19-929** - To consider the annual insurance renewal with Ansay & Associates, LLC.

Walters stated that Ansay has been the City's broker since July 2018 and provides worker compensation and general liability insurance coverage and covers the City against losses incurred from injuries occurring on city property. Walters stated that the total premium for 2019 is \$387,547, which is an overall increase of less than 1% from the previous year.

Corina Kretschmer and Tony Matera, from Ansay, were in attendance and provided a brief overview of the year in review.

9. **ADJOURNMENT**

Motion: Alderman Meyer. Second: Alderman Heft. With all in favor, the meeting adjourned at 7:37 p.m.

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington

**Remarks of Dorothy K Dean, Founder and CEO  
Nothing Less, Inc. (dba Disability Justice)  
to Burlington City Council  
May 7, 2019**

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

**Mayor Hefty, Council members, Members of the Public:**

Good evening. Thank you for your time.

I am here to address something that has not come up in the meetings I watched on video.

I am Dorothy Dean, founder of Nothing Less, Incorporated, a Wisconsin Disability Justice organization.

**We educate the public and teach people how to be advocates, promoting civil rights.**

Nearly everyone knows someone with a disability – a friend, a family member, themselves. Disabilities are acquired through living. Work accidents, arthritis, combat, and sports injuries, are some of the ways people get disabilities.

**The Americans with Disabilities Act is civil rights law.**

It is not a medical law. It is not a social services law. It is not a set of regulations.

The ADA is the most recent civil rights law in a series of Amendments and federal laws **deriving their authority directly from the US Constitution.**

**For example:**

**Amendment 14, in 1868**, guaranteed the Constitutional right to vote to former male slaves.

**The 19<sup>th</sup> Amendment, in 1920**, recognized the right of women to vote. Wisconsin was the first state to approve this amendment 99 years ago!

**No one gave the right to vote to these citizens.** They already owned that right.

Participation in the civic, commercial, educational, religious, and social life of the community is essential for a democratic society. Disability or not.

**These 2 Amendments to the Constitution were followed by:**

**the Civil Rights Act of 1964,  
the Voting Rights Act of 1965,  
the Fair Housing Act of 1968, and, of course,  
the Americans with Disabilities Act of 1990**

Each of these federal laws was preceded by decades of citizens fighting for equal rights. These 2 Amendments and 4 federal laws were necessary to break down barriers to full inclusion in society.

For example:

No longer was it OK to refuse to rent to families with children

Likewise, the ADA was passed to make inclusion a reality:

steps with alternatives like a ramp or a lift,  
restrooms that are safe to use,

These, plus curb cuts, disabled parking, closed captions on videos and more are all designed to include everyone.

**No body, elected or otherwise, has the authority to grant anyone or any business an exemption from civil rights.**

**Our attorney, Jeffery Spitzer-Resnick has been practicing civil rights law in Wisconsin since 1985.**

Mr. Spitzer-Resnick reviewed the illegal exemption this Council approved. His findings and conclusions are stated in his memo.

**He concludes there is “no legal basis to grant an exemption”.**

Enforcing the existing local ordinances and building codes is well within the authority of the City. There are excellent economic development arguments for zoning and building codes.

**The City of Burlington illegally slammed the door on every person with a mobility problem – whether it is temporary or permanent; visible or invisible; current or future.**

It sets a false precedent for every government and business in Wisconsin.  
**This is a lawsuit waiting to happen. I urge the Council to continue to be good stewards of taxpayer money.**

29 years ago with strong bi-partisan support, Congress approved the ADA.

**President George H. W. Bush said, when he signed the Americans with Disabilities Act into law:**

**“ . . . we will not accept, we will not excuse, we will not tolerate discrimination in America.”**

I have faith that the Burlington City Council will rescind Motion 18-911.

Rescinding shouts that Burlington welcomes everyone and their contributions to the vitality of the city.

###

I will give a copy of my remarks to the Clerk. I request that my written remarks be made part of the written public record of this meeting.

**Thank you for your time.**

Dorothy K Dean, Founder & CEO  
Nothing Less, Inc. dba Disability Justice

6746 S 34<sup>th</sup> Street, Franklin WI 53132



**DATE:** May 21, 2019

**SUBJECT: DISCUSSION** - A discussion regarding the Parkway Tree Planting Cost Share Program.

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

**BACKGROUND/HISTORY:**

The decline of our urban forest is due to the Emerald Ash Borer (EAB). The destruction has left many of our parkways barren and has transformed the character of the community. The traditional model for parkway tree reforestation would be City staff purchasing and installing a new tree for each tree removed. This model would be incredibly expensive and takes decades to complete at current funding and staffing levels. This model struggles to achieve resident expectations on timing, species selection, and planting location.

This topic was discussed during the 2019 Budget Workshops. The outcome of that discussion was the creation of a Parkway Tree Planting Cost Share program. The intent of the program is to support reforestation of City parkways and allow property owners to take an active role in the reforestation of their parkway. The City benefits by keeping labor available to continue removal operations and other departmental services.

Staff worked with the Park Board to refine the details and process of the program. The program that was developed provides property owners up to a \$200 reimbursement for planting a tree in the parkway adjacent to their property. A total of 50 grants will be available in 2019. Awards will be made on a first come, first served basis. Properties that have had trees removed from their parkways will receive priority. This will be administered by wait listing applicants that have not had a parkway tree removed. Wait listed applicants would open for award in the fall. Grants would then be awarded until funding is exhausted.

Staff oversight of the program would ensure that all trees planted are appropriate for the planting location, are installed in accordance with planting specifics, and are a species on the Park Board's recommended parkway tree list. Staff will use the program application to verify these features.

The program flow contains six steps:

1. Property owner submits program application and ROW permit application.
2. Staff reviews applications and issues a notice of approval.
3. Once approved, the applicant conducts their project and submits receipts for reimbursement.
4. Staff inspects the project to ensure it is consistent with the application.
5. Staff issues reimbursement of up to \$200 of project related expenses.

Program implementation will begin in May. Program information has been included in the summer newsletter and will be included in social media and on the City's website. Staff has also maintained a list of interested property owners, who will be notified once the program is enacted.

**BUDGET/FISCAL IMPACT:**

The 2019 forestry operating budget contains \$10,000 for the Parkway Tree Planting Cost Share Program. This will fund 50 projects at a maximum reimbursement of \$200 per project. Staff time to administer the program is estimated at 37.5 hours, which will be absorbed by DPW Streets/Parks staffing.

**RECOMMENDATION:**

The program was developed by staff with feedback from the Park Board. The program is consistent with Park Board forestry policies and has been approved by the Park Board.

**TIMING/IMPLEMENTATION:**

This item is presented for discussion at the May 21, 2019 Committee of the Whole Meeting. Program implementation will occur before the end of May 2019.

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**Attachments**

Parkway Tree Planting Cost Share Program Application  
Recommended Tree Planting List

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# CITY OF BURLINGTON PARKWAY TREE PLANTING COST SHARE PROGRAM APPLICATION

DATE OF SUBMITTAL: \_\_\_\_\_

## PROPERTY OWNER INFORMATION

PROPERTY OWNER NAME: \_\_\_\_\_  
*(must be the owner of the property for the project)*

MAILING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## PROJECT INFORMATION

PLANTING PROJECT ADDRESS:  
 STREET ADDRESS: \_\_\_\_\_  
 CITY, STATE & ZIP CODE: \_\_\_\_\_

PROJECT DESCRIPTION *(INCLUDE MAP ON PAGE 2)*: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SPECIES TO BE PLANTED *(must be on the Recommended Tree Planting List – non-reserved, non-prohibited. Cultivars not found on the list may be approved at the discretion of the Director of Public Works)*: \_\_\_\_\_

ESTIMATED COST: \_\_\_\_\_  
*(Cost share will reimburse up to \$200 worth of planting related expenses. Receipts are required. Reimbursement occurs after inspection of the completed project)*

	Yes	No	Unsure <i>(circle one)</i>
• Are there overhead lines above the planting location?	X	X	X
• Are there buried utilities in the planting location?	X	X	X
• Has a tree been removed from your parkway since 2013?	X	X	X
• If yes, approximately when: _____			

## STAFF USE

Species approved	Y	N	Project complete	Y	N
Location approved	Y	N	Receipts received	Y	N
Previous removal?	Y	N	Payment issued amount	_____	

## MAP / DRAWING

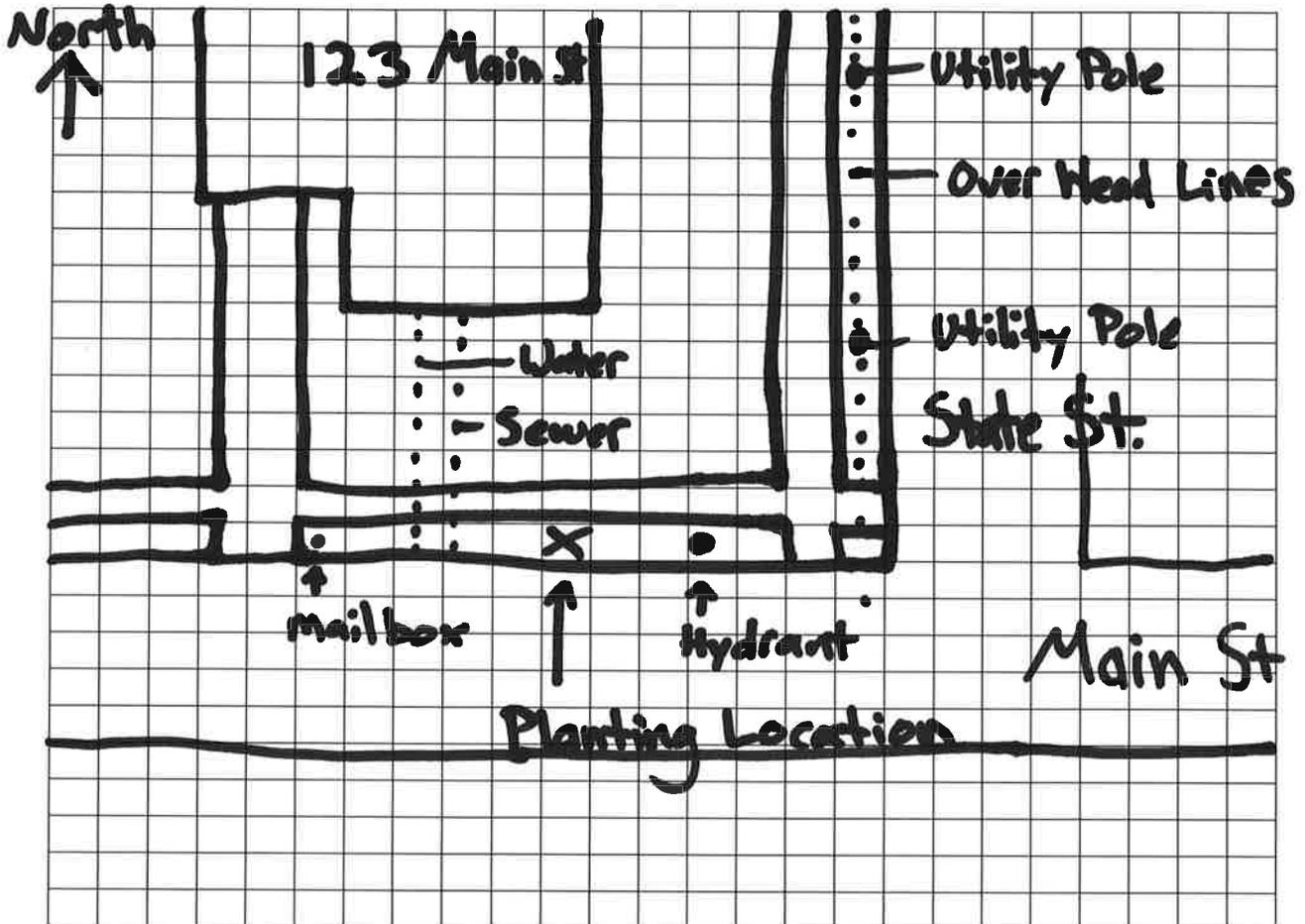
Provide a drawing showing the planting location on your property. Map does not need to be to scale but must provide staff with a general idea of where you intend to plant the tree. Include features like sidewalks, driveways, fire hydrants, utility poles, underground utilities, mailboxes, etc. Please label streets as well. (See the example map for reference)

A large grid for drawing a property map. The grid consists of 20 columns and 20 rows of squares, providing a space for the user to draw and label their property, including features like sidewalks, driveways, fire hydrants, utility poles, underground utilities, mailboxes, and streets.

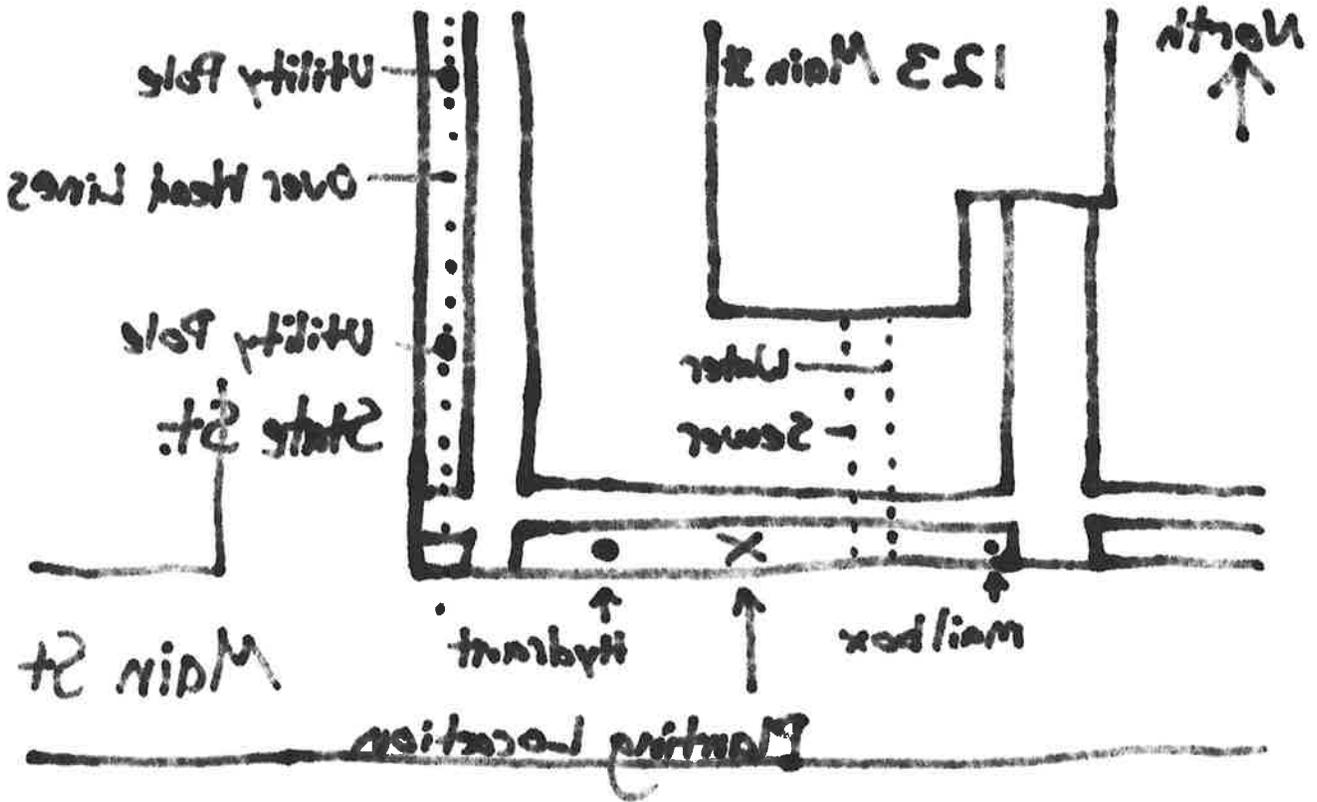
# Example project Map-Draft

## Project Map:

Provide a drawing showing the planting location on your property. Map does not need to be to scale but must provide staff with a general idea of where you intend to plant the tree. Include features like sidewalks, driveways, fire hydrants, utility poles, underground utilities, mailboxes, etc. Please label streets as well. See the example map for reference.



# Example project Map-Draft



## Recommended Tree Planting List

5/17/2018

Category	Scientific Name	Common Name
Large	tilia americana	american liden
Large	taxodium distichum	baldcypress
Large	carya cordiformis	bitternut hickory
Large	quercus macrocarpa	bur oak
Large	quercus muehlenbergii	chinkapin oak
Large	celtis occidentalis	common hackberry
Large	quercus robur	english oak
Large	gingko biloba	gingko (male)
Large	eucommia ulmoides	hardy rubber tree
Large	ulmus x	hybrid elm
Large	cercidiphyllum japonicum	katsuratree
Large	gymnocladus dioicus	kentucky coffeetree
Large	tilia cordata	littleleaf linden
Large	platanus x acerifolia	london planetree
Large	quercus rubra	red oak
Large	tilia x euchlora	redmond linden
Large	tilia tomentosa	silver linden
Large	quercus bicolor	swamp white oak
Large	quercus x schuettei	swamp x bur oak
Large	gleditsia triacanthos inermis	thornless honeylocust
Large	liriodendron tulipifera	tulip tree
Large	aesulus octandra	yellow buckeye

Medium	phellodendron amurense	amur corktree
Medium	sorbus alnifolia	korean mountain ash
Medium	aesulus glabra	ohio buckeye
Medium	aesulus x carnea	red horsechestnut
Medium	prunus sargentii	sargent cherry
Medium	acer truncatum x platanoides	shantung maple
Medium	corylus colurna	turkish filbert
Medium	cladrastis kentuckea	yellowwood

Small	carpinus caroliniana	american hornbeam
Small	maackia amurensis	amur maackia
Small	amelanchier x grandiflora	apple serviceberry
Small	pyrus calleryana	callery pear
Small	cercis canadensis	eastern redbud
Small	malus spp	flowering crabapple
Small	ostrea virginiana	hophornbeam, ironwood
Small	syringa reticulata	japanesse tree lilac
Small	syringa pekinensis	peking lilac
Small	crataegus crusgalli inermis	thornless cockspur hawthorn
Small	crataegus phaenopyrum	washington hawthorn
Small	crataegus viridis	winter king hawthorn

## Recommended Tree Planting List

5/17/2018

<u>Category</u>	<u>Scientific Name</u>	<u>Common Name</u>
Reserved	Cornus Mas	Cornelian Cherry Dogwood
Reserved	acer x freemanii	freeman maple
Reserved	acer miyabei	miyabe maple
Reserved	quercus palustris	pin oak
Reserved	Betula Nigra	River Birch
Reserved	acer tartaricum	tartarian maple
Reserved	acer triflorum	three flower maple

Prohibited		all evergreen species not on recommended list
Prohibited	sorbus americana	american mountainash
Prohibited	fraxinus spp.	ash
Prohibited	betula spp.	birch
Prohibited	prunus serotina	black cherry
Prohibited	robinia pseudoacacia	black locust
Prohibited	acer nugundo	boxelder
Prohibited	catalpa spp.	catalpa
Prohibited	malus sulvestris	common apple
Prohibited	pyrus communis	common pear
Prohibited	sorbus aucuparia	european mountianash
Prohibited	prunus domestica	garden plum
Prohibited	gingko biloba	gingko (female)
Prohibited	morus spp.	mulberry
Prohibited	acer platanoides	norway maple
Prohibited	populus spp.	poplar, cottonwood
Prohibited	acer rubrum	red maple
Prohibited	elaegnus angustifolia	russian olive
Prohibited	ulmus pumila	siberian elm
Prohibited	acer saccharinum	silver maple
Prohibited	ailanthus altissima	tree-of-heaven
Prohibited	juglans spp.	walnut
Prohibited	salix spp.	willow



DATE: May 21, 2019

SUBJECT: **DISCUSSION:** A discussion regarding 2017 Wastewater Rate Billing Recapture.

SUBMITTED BY: Peter Riggs, Director of Public Works

**BACKGROUND/HISTORY:**

At the request of Alderman Rauch, Staff has prepared detailed information regarding the under billing of the 2017 wastewater rate adjustment for Category B, Extraterritorial, and hauled waste customers of the Wastewater Utility. As previously discussed, the 2017 wastewater rate adjustment was to be implemented January 1, 2017. It was discovered the rate was implemented for Category A customers, but not Category B, Extraterritorial, or Hauled Waste customers. Effective March 1, 2019 the rate has been applied to all wastewater customer classes.

Staff reviewed each invoice for every affected customer from January 1, 2017 through March 1, 2019 to determine the exact impact of the under billing. The results of this review are shown in the attached table.

The Wastewater Utility may seek to recapture all lost revenue from customers due to under billing. The Public Service Commission (PSC) does not directly regulate the billing processes of the Wastewater Utility. However, customers of the Wastewater Utility may still file complaints to the PSC which can result in PSC action. It is uncertain what impact PSC involvement would have. The PSC does provide revenue recapture guidelines for the Water Utility. Those guidelines allow for the Water Utility to correct invoicing errors that have occurred within the previous 24 months. If revenue recapture is desired, it could be beneficial to follow the PSC guidelines for the Water Utility for the sake of consistency and to mitigate any potential PSC action.

Pending direction from the Common Council staff could pursue one of the following options:

1. Seek no recapture of revenue.
2. Seek recapture of a portion of revenue. Such as the previous 24 months, as is consistent with PSC regulations for water utilities.
3. Seek recapture of all revenue.

**BUDGET/FISCAL IMPACT:**

The total impact of the under billed accounts amounts to \$617,952.06 over a period of 26 months. However, the budgeted revenue projections for the Wastewater Utility were still met during this time due to the method of estimation used in the budget process. The result is revenues have still hit their target but should have exceeded this target. 2017 actual revenues of \$3,337,660 exceeded the budget (\$3,317,050) by \$20,610. 2018 actual revenues of \$3,384,902 exceeded the budget (\$3,299,700) by \$85,202.

**RECOMMENDATION:**

Staff recommends no action be taken.

**TIMING/IMPLEMENTATION:**

This item is presented for discussion at the May 21, 2019 Committee of the Whole meeting to identify what policy direction the Common Council would like to take.

**Attachments**

Exhibit 1



**Actual Bill to Approved Rate Comparison  
Industrial, Extraterritorial, and Hauled Waste Customers  
1/1/2017 to 2/28/2019**

<u>Customer</u>	<u>Type</u>	<u>Act. Bill</u>	<u>App. Rate</u>	<u>Diff.</u>	<u>% Under</u>	<u>% of Whole</u>
Ardagh - Back	Industrial	\$ 476,698.93	\$ 570,789.79	\$ 94,090.86	19.74%	15.23%
Ardagh - Front	Industrial	\$ 33,312.01	\$ 39,698.78	\$ 6,386.77	19.17%	1.03%
Nestle Chocolate	Industrial	\$ 451,629.90	\$ 510,808.39	\$ 59,178.49	13.10%	9.58%
Echo Lake Produce	Industrial	\$ 126,595.23	\$ 147,674.64	\$ 21,079.40	16.65%	3.41%
Matheson Tri-Gas	Industrial	\$ 75,757.53	\$ 90,616.01	\$ 14,858.48	19.61%	2.40%
Packaging Corp	Industrial	\$ 57,879.05	\$ 68,887.63	\$ 11,008.58	19.02%	1.78%
Lavelle Ind.	Industrial	\$ 19,953.01	\$ 23,594.66	\$ 3,641.65	18.25%	0.59%
Browns Lake SD	Extraterritorial	\$ 1,084,550.71	\$ 1,300,800.01	\$ 216,249.29	19.94%	34.99%
Bohners Lake SD	Extraterritorial	\$ 403,245.67	\$ 482,231.03	\$ 78,985.35	19.59%	12.78%
PATS Services	Hauler	\$ 741,887.87	\$ 828,135.51	\$ 86,247.63	11.63%	13.96%
PATS HOD LF	Hauler	\$ 59,836.10	\$ 66,629.90	\$ 6,793.80	11.35%	1.10%
Veolia Clean Harbors	Hauler	\$ 86,770.39	\$ 99,233.08	\$ 12,462.70	14.36%	2.02%
Covanta ES	Hauler	\$ 52,196.57	\$ 56,026.39	\$ 3,829.82	7.34%	0.62%
Super Nova	Hauler	\$ 14,373.07	\$ 16,027.13	\$ 1,654.06	11.51%	0.27%
Elite Environ	Hauler	\$ 8,178.78	\$ 9,049.77	\$ 870.99	10.65%	0.14%
J & J Sanitary	Hauler	\$ 4,412.79	\$ 4,855.98	\$ 443.19	10.04%	0.07%
Lakeland Septic	Hauler	\$ 1,838.44	\$ 1,993.02	\$ 154.58	8.41%	0.03%
North Shore Environ	Hauler	\$ 356.71	\$ 373.12	\$ 16.41	4.60%	0.00%
<b>TOTALS</b>		<b>\$ 3,699,472.76</b>	<b>\$ 4,317,424.82</b>	<b>\$ 617,952.06</b>	<b>16.70%</b>	<b>100.00%</b>



**DATE:** May 21, 2019

**SUBJECT:**

**DISCUSSION** - A discussion regarding Burlington Chocolate Festival traffic control and pedestrian crossing services.

**SUBMITTED BY:** Mark Anderson, Police Chief

**BACKGROUND/HISTORY:**

Burlington Chocolate Festival contracted with Wisconsin Personal Protection Services (WPPS) to provide traffic control and pedestrian crossing services for Chocolate Fest for over a decade. On March 17, 2019, WPPS stopped operating, which forced several Milwaukee area school districts to scramble to find replacement crossing services. Burlington Chocolate Festival Chairman Bil Scherrer contacted multiple organizations to provide this year's traffic control and pedestrian crossing services. On Friday, May 10, 2019, the last of these organizations, The Crossing Guard Company, informed Bil Scherrer that they would not be able to provide services for this year's festival.

Crossing guards contracted through WPPS worked 270 hours during Chocolate Fest from Friday through Monday at the intersections of Milwaukee Avenue at Maryland Avenue, Milwaukee Avenue at Grove Street, and Milwaukee Avenue at Congress Street.

Milwaukee at Maryland (3 crossing guards):

- Friday: 4 p.m. - 12 a.m.
- Saturday: 10 a.m. - 12 a.m.
- Sunday: 10 a.m. - 12 a.m.
- Monday 10 a.m. - 12 am.

Milwaukee at Grove (2 crossing guards):

- Saturday: 10 a.m. - 7 p.m.
- Sunday: 10 a.m. - 7 p.m.
- Monday 10 a.m. - 7 p.m.

Milwaukee at Congress (3 crossing guards):

- Saturday: 10 a.m. - 7 p.m.
- Sunday: 10 a.m. - 7 p.m.
- Monday 10 a.m. - 7 p.m.

**BUDGET/FISCAL IMPACT:**

The rate per man-hour contracted between Burlington Chocolate Festival and Wisconsin Personal Protection Services was \$18.89. Burlington Chocolate Festival paid \$5,100.30 for 270 hours of traffic control and pedestrian crossing services. Burlington Chocolate Festival allocated \$4,000.00 this year for these services. The City will need to allocate approximately \$10,000 for overtime service from the police department.

**RECOMMENDATION:**

The City of Burlington Police Department is working with Burlington Public Works in erecting barricades and signage on both sides of Milwaukee Avenue at Maryland Avenue that discourages crossing at that location and encourages crossing at Milwaukee Avenue at Grove Street. Burlington Police employees should be stationed at the intersections of Milwaukee Avenue at Grove Street and at Milwaukee Avenue at Congress Street.

Milwaukee at Grove (2 crossing guards):

Saturday: 10 a.m. - 7 p.m.  
Sunday: 10 a.m. - 7 p.m.  
Monday 10 a.m. - 7 p.m.

Milwaukee at Congress (3 crossing guards):

Saturday: 10 a.m. - 7 p.m.  
Sunday: 10 a.m. - 7 p.m.  
Monday 10 a.m. - 7 p.m.

Traffic control and pedestrian crossing for this year's Chocolate Fest will consume 135 man-hours and is estimated to cost \$7640 - \$9548 which is over the \$4,000.00 dollars allocated by Chocolate Festival and over the \$5,100.30 paid for services in prior years.

**TIMING/IMPLEMENTATION:**

The 2019 Chocolate Fest takes place in Burlington from May 24-27.

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**Attachments**

Milwaukee Journal Crossing Guard Article  
Crossing Map

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## **Closed Wisconsin crossing guard contractor owed more than \$90,000 in unemployment taxes, records show** ***Abrupt closure affected at least a half dozen Milwaukee area schools***

Karen Pilarski, Milwaukee Journal Sentinel Published 10:15 a.m. CT March 18, 2019 | Updated 11:42 a.m. CT March 21, 2019

Failure to pay unemployment tax has shut down a company that provides crossing guard services around at least a half-dozen Milwaukee area school districts.

Online court records show two cases involving Wisconsin Personal Protection Services.

In September 2018, the Wisconsin Department of Workforce Development filed a civil case against WPPS seeking \$71,513.20 in unpaid unemployment taxes, interest, fees and penalties. The department filed another suit in December 2018, seeking \$20,253.27 from WPPS in unpaid unemployment taxes, interest, fees and penalties.

"It is the Department of Workforce Development's policy to work with employers to the extent we can for payment of debts, including tax contributions due," said Ben Jedd, communications director for the department.

He added that the department "is prepared to assist employees who have been impacted by the closing of Wisconsin Personal Protection Services."

One of those affected is Dennis Buhl, a crossing guard in the Waukesha School District. He received a call Saturday night from WPPS announcing it was closing.

"I was told don't bother coming to work next week. I had questions, but the person already hung up," Buhl said.

WPPS provides crossing guard services for Wauwatosa, Shorewood, Cudahy, Waukesha, West Allis, Greendale, South Milwaukee and Menomonee Falls. School officials weren't notified of the closing. The website for the company appears to be suspended. Parents received emails from the school districts, which also posted notices on their Facebook pages.

A message on the WPPS answering machine said, "Due to the unfortunate circumstances with Wisconsin Department of Workforce Development our establishment is shut down. We will return messages as soon as our legal counsel advises it is OK to do so."

After hearing the WPPS message, Buhl called police to alert them and ask who would cross the kids Monday morning.

Buhl told police, "the heck with the money" and said he would show up for work for free the next day. The 58-year-old started as a crossing guard in October and went into the field because "it is a respected job."

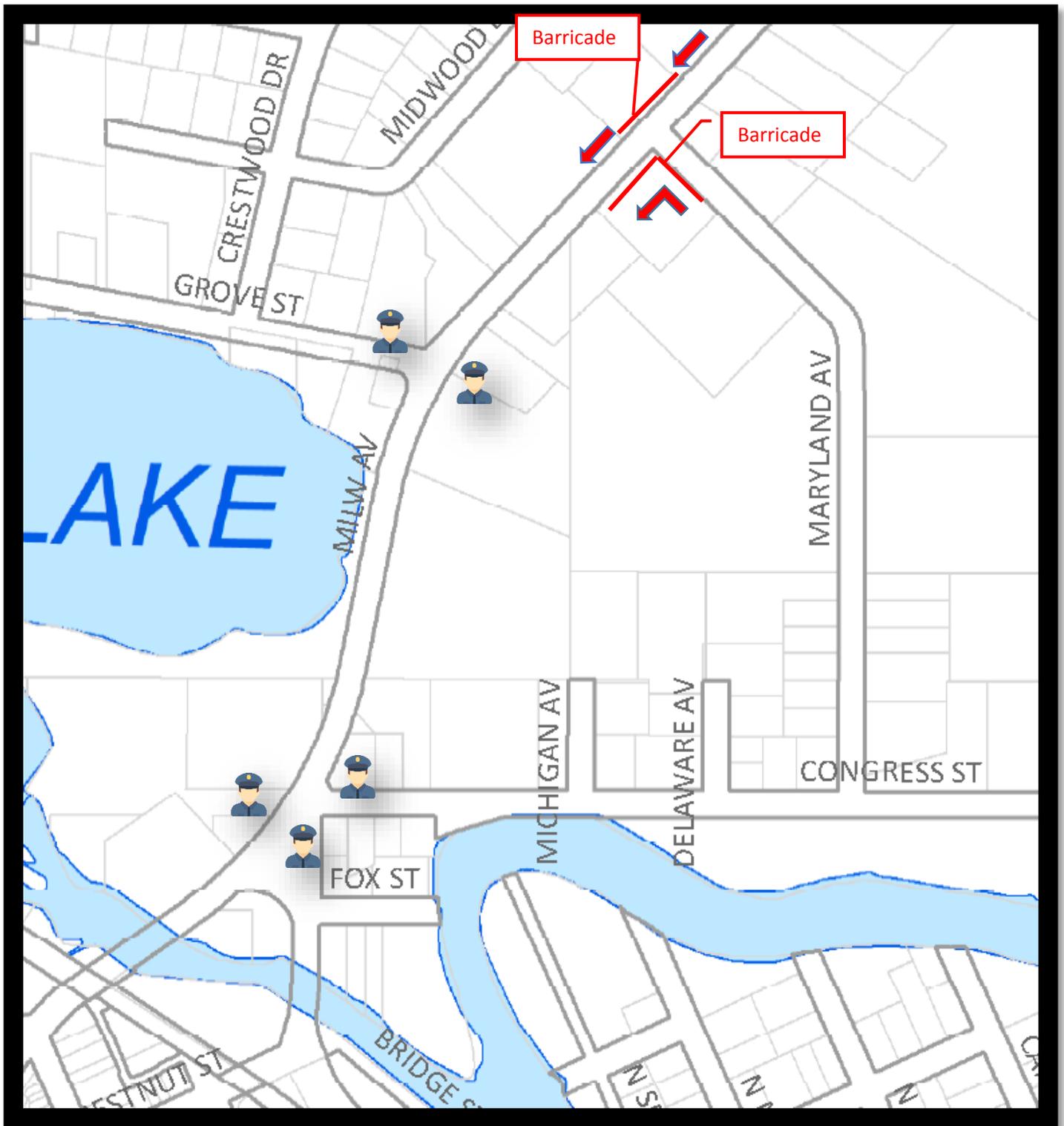
For Buhl, it isn't about the money. Most crossing guards work only seven hours a week, Buhl said.

He added that in the summer, WPPS does work for the Wisconsin State Fair, which is when the hours pick up.

Crossing guards get to know the faces of students, parents and staff. Buhl said his concern for children's safety keeps him invested in the job.

Recently hired crossing guard Tanya Sidello found herself out of a job even before her first official day. On March 8, Sidello filled out a job application with WPPS for Cudahy Middle School. She accepted the company's job offer March 11 and was told to pick up her uniform and stop sign on March 18.

"I turned on the news this morning and found out the company is closed," Sidello said.





**DATE:** May 21, 2019

**SUBJECT:** RESOLUTION 4937(39) - To consider approving the adoption of an updated Five-Year Financial Management Plan.

**SUBMITTED BY:** Steven DeQuaker, Finance Director

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**BACKGROUND/HISTORY:**

During the Budget workshops in October of 2015, the Common Council determined the need for a 5-Year Financial Management Plan (FMP). A FMP's purpose is to guide future budgeting and financial decisions.

The City engaged Jim Mann and Jon Cameron with Ehlers, Inc, to create the FMP based on the current information with five-year projections. The report focuses on the General Fund, Debt Service and Water and Sewer Utility. The plan examines existing financial strengths and weaknesses, identifies the potential financial impact to fund operational and capital needs, and establishes financial guidelines related to debt management.

The 5 Year FMP was adopted via resolution 4806(25) on October 18, 2016. The resolution also required FMP updates as needed or determined by staff.

This evening, Jon Cameron with Ehlers will be presenting an update to the 5 Year FMP for consideration

**BUDGET/FISCAL IMPACT:**

Staff uses the information contained in the 5 Year FMP to guide Budgeting and Capital needs into the future. Projections are also included for Bonding/Loans for capital projects, projections on Levy Data, values/MIL rates and Utility Data. The City uses this information as its base as a road map for the future. Additional updates will be required at some point in the future should assumptions change from this 5 Year FMP Update.

Ehler's charge for this update is \$4500, which has been included in the 2019 Budget.

**RECOMMENDATION:**

Staff recommends the adoption of this update to the 5 Year FMP.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 21, 2019 Committee of The Whole meeting and scheduled for final consideration at the June 4, 2019 Common Council meeting.

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**Attachments**

Res 4937(39)  
Original FMP Adopting Resolution 4806(25)

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**A RESOLUTION ADOPTING AN UPDATED  
5 YEAR FINANCIAL MANAGEMENT PLAN**

**WHEREAS**, in October, 2015 the Common Council and staff during 2016 budget discussions determined a need for a Financial Management Plan; and,

**WHEREAS**, staff was directed to engage Ehlers, Inc., the City's Municipal Advisors, to develop a 5 Year Financial Management Plan covering General Fund, Capital, Equipment, Infrastructure Funds, TIF funds Utility Rates and Utility Capital; and,

**WHEREAS**, Ehlers, Inc. did develop this plan and present the information to the Common Council members and staff on August 30, 2016; and,

**WHEREAS**, At the time of the adoption on October 18, 2016 and resolution 4806(25), staff recommend periodic updates to the 5 Year Financial Management Plan and,

**WHEREAS**, staff has discussed the current 5 year Capital Improvement Plan, Levy Limits, Equipment Replacement, Utility Rates, TIF Funds and Infrastructure funds with Ehlers for the purpose of updating the 5 Year Financial Management Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that the City of Burlington 5 Year Financial Management Plan as updated and as described in the presentation documentation from March 5, 2019, facilitated and compiled by Jon Cameron of Ehlers, and attached hereto is hereby adopted; and,

**BE IT FURTHER RESOLVED** by the Common Council of the City of Burlington that the City of Burlington Updated 5 Year Financial Management Plan be reported by the City Administrator and Treasurer during annual budget workshops, with plan updates and data provided by Ehlers Inc.

Introduced: May 21, 2019

Adopted:

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

Attest:

\_\_\_\_\_  
Diahn C. Halbach, City Clerk

**A RESOLUTION ADOPTING A 5 YEAR FINANCIAL MANAGEMENT PLAN**

**WHEREAS**, in October, 2015 the Common Council and staff during 2016 budget discussions determined a need for a Financial Management Plan; and,

**WHEREAS**, staff was directed to engage Ehlers, Inc., the City's Municipal Advisors, to develop a 5 Year Financial Management Plan covering General Fund, Capital, Equipment, Infrastructure Funds, TIF funds Utility Rates and Utility Capital; and,

**WHEREAS**, Ehlers, Inc. did develop this plan and present the information to the Common Council members and staff on August 30, 2016; and,

**WHEREAS**, additional suggestions were brainstormed and evaluated by the group; and,

**WHEREAS**, the financial planning session led to the development of strategies that will guide city officials on the development of future municipal budgets focusing on the services that promote the present quality of life for residents and enterprise in the City of Burlington and revenue limitations mandated by the State of Wisconsin and effective use of TIF close funding and Levy Limit changes.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that the City of Burlington 5 Year Financial Management Plan as described in the presentation documentation from August 20, 2016 and October 4, 2016, facilitated and compiled by James Mann and Jon Cameron of Ehlers, Inc. and attached hereto is hereby adopted; and,

**BE IT FURTHER RESOLVED** by the Common Council of the City of Burlington that the City of Burlington 5 Year Financial Management Plan be reported by the City Administrator and Treasurer during annual budget workshops, with plan updates and data provided by Ehlers Inc.

Introduced: October 4, 2016  
Adopted: October 18, 2016

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

Attest:

\_\_\_\_\_  
Diahn C. Halbach, City Clerk



DATE: May 21, 2019

SUBJECT: **RESOLUTION 4955(8)** - To Approve the Transfer of Certain Real Property to Shawn and Jeanita Karnes at 357 Lewis Street.

**BACKGROUND/HISTORY:**

Shawn Karnes approached staff in April 2019 regarding a long term discrepancy on his property deed at 357 Lewis Street. This property is adjacent to Devor Park. Historically, the deed was accurate from 1891 to 1939. From 1939 to present, a long string of erroneous errors occurred on several deeds and property transfers for 357 Lewis Street. A Chain of Title has been attached for your convenience.

In 1971, the City purchased property adjacent the Park property for one dollar from Helen Choquette. The parcel was essentially the shape of a triangle. At some point between 1982 and 2010, this parcel picked up a rectangular 25-foot by 107-foot piece of property in addition to the triangle piece in error. Documentation as to exactly when or why this error occurred has not been located. Historically, however, the 25-foot by 107-foot piece was originally part of the Karnes property at 357 Lewis Street.

The City and Mr. Karnes would like to transfer the 25-foot by 107-foot piece back to 357 Lewis Street by way of a Quitclaim Deed to make the parcel whole again. This parcel will go back on the City's tax roll. As part of these past transfer errors, there will be no monetary exchanges with this deed and this transfer will not impact the Burlington Community Aquatic Center property.

**BUDGET/FISCAL IMPACT:**

There are no financial exchanges with this transaction.

**RECOMMENDATION:**

Staff recommends the transfer of this piece of property to Shawn and Jeanita Karnes via a Quit Claim Deed.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the May 21, 2019, Committee of the Whole meeting and scheduled for final consideration at the June 4, 2019, Common Council meeting.

**Attachments**

- Res 4955(8) Transfer of Property - 357 Lewis Street
- Quitclaim Deed
- Map
- Chain of Title

**A RESOLUTION TRANSFERRING CERTAIN REAL PROPERTY TO SHAWN R. AND  
JEANITA M KARNES AT 357 LEWIS STREET**

**WHEREAS**, the City of Burlington owns certain real property located along Park Avenue and identified by property identification no. 206-03-19-31-200-440 (“Real Property”); and;

**WHEREAS**, the City desires to transfer the portion of the Real Property depicted on Exhibit “A” attached hereto and incorporated herein to Shawn R. and Jeanita M. Karnes at 357 Lewis Street, 206-03-19-32-581-730.

**WHEREAS**, the transfer (i) only involves a small segment of land having little or no value, (ii) which is of no use to the City of Burlington, and (iii) the transfer itself will help cure decades of prior erroneous legal descriptions involving the land.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington as follows:

**Section 1.** The City hereby transfers the Real Property to the Shawn R. and Jeanita M. Karnes pursuant to the Quitclaim Deed attached hereto and incorporated herein as Exhibit “B” (the “Quitclaim”).

**Section 2.** The Deed shall be recorded with the Racine County Register of Deeds.

**Section 3.** This Resolution shall be in full force and effect upon passage.

Introduced: May 21, 2019  
Adopted:

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Jeannie Hefty, Mayor

Attest:

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Diahnn Halbach, City Clerk

Exhibit "A"

Part of Lot 16 in Block 3, Weiler's Addition located in Northwest 1/4 of the Northwest 1/4 of Section 32, Town 3 North, Range 19 East, City of Burlington, Racine County State of Wisconsin, more particularly described as follow: Commence at the most Northerly corner of Lot 5, Block 14 of Perkins West Addition; thence South 58°10' East, 133.00 feet to Parke Avenue as shown on Survey #66091 by Ignatius Robers; thence continue South 58°10' East, 53.37 feet; thence South 36°41' West, 6.25 feet along the back of a concrete curb; thence South 33°38' West, 184.14 feet along the back of said curb; thence South 58°10' East 13.51 feet to the most Northerly corner of Lot 21, Block 3 of Weiler's Addition as changed and enlarged and the point of beginning; thence North 33°28'30" East, 25.01 feet to the south line of Lot 2, in Block 14 of Perkins West Addition; thence South 58°10' East along said south line, 89.81 feet; thence South 31°52' West 25.00 feet to the northeast corner of afore said Lot 21, Block 3 of Weiler's Addition; thence North 58°10' West along the north line of said Lot 21, 90.51 feet to the point of beginning. Said parcel contains 2,254 square feet (0.052 acres), more or less.

**QUIT CLAIM DEED**

Document Number \_\_\_\_\_

**This Deed**, made between The City of Burlington, a municipal corporation, Grantor, and Shawn R. Karnes and Jeanita M. Karnes, husband and wife, Grantee.

Grantor quit claims to Grantee the following described real estate in Racine County, State of Wisconsin (if more space is needed, please attach addendum):

(See attached description of real estate)

Together with all appurtenant rights, title and interests.

Recording Area

Name and Return Address

Shawn and Jeanita Karnes

357 Lewis Street

Burlington, WI 53105

206-03-19-32-581-730

Parcel Identification Number (PIN)

This is not homestead property.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\* \_\_\_\_\_

\* Jeannie Hefty, Mayor of City of Burlington

\* \_\_\_\_\_

\* Diahnn Halbach, Clerk of City of Burlington

**AUTHENTICATION**

Signature(s) \_\_\_\_\_ authenticated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
Racine County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 the above named Jeannie Hefty and Diahnn Halbach to me known to be the person s who executed the foregoing instrument and acknowledged the same.

\* \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_ authorized by § 706.06, Wis. Stats.)

\* \_\_\_\_\_

Notary Public, State of Wisconsin  
My Commission is permanent. (If not, state expiration date: \_\_\_\_\_, \_\_\_\_\_.)

THIS INSTRUMENT WAS DRAFTED BY  
Attorney John M. Bjelajac

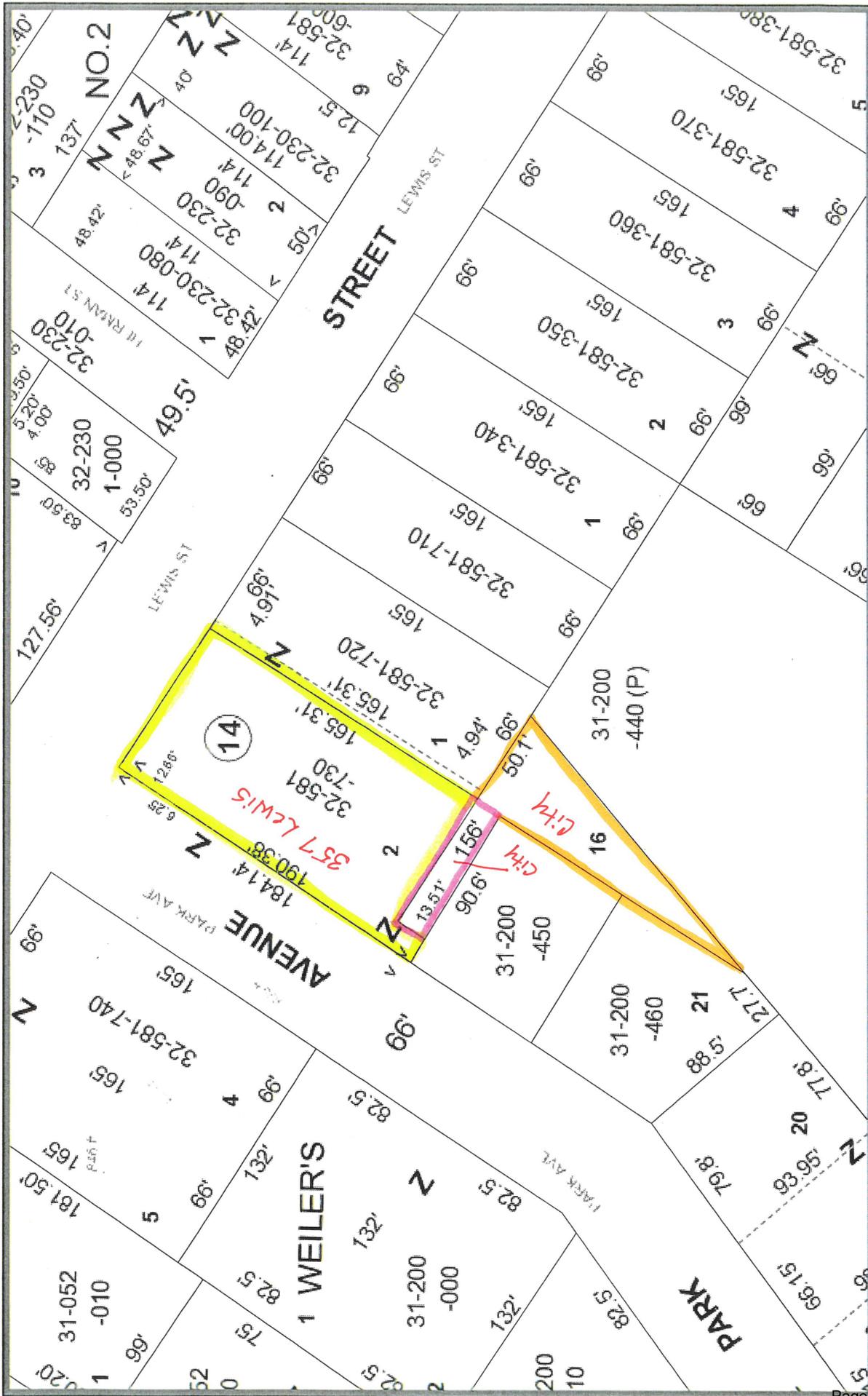
(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity must be typed or printed below their signature.

EXHIBIT A

Part of Block 14 of Perkin's West Addition and Part of Lot 16, Block 3 of Weiler's Addition, all located in the Northwest  $\frac{1}{4}$  of Section 32, Town 3 North, Range 19 East of the 4<sup>th</sup> P.M., City of Burlington, County of Racine, State of Wisconsin and more particularly described as follows: Commence at the most Northerly corner of Lot 5, Block 14, of Perkin's West Addition, thence South 58 deg. 10' East, 186.37 feet along the Westerly line of Lewis Street to the place of beginning of parcel of land hereinafter described; thence continue South 58 deg. 10' East, along the line of Lewis Street, 97.82 feet; thence South 31 deg. 52' West, 190.31 feet; thence North 58 deg. 10' West, 104.02 feet; thence North 33 deg. 38' East, 184.14 feet; thence North 36 deg. 41' East, 6.25 feet to the place of beginning. Bearings in this description are relative to Lewis Street which was used as platted as South 58 deg. 10' East. Reference is made to survey of these same lands by John F. Degen, dated 1-5-82. Said land being in the City of Burlington, County of Racine and State of Wisconsin.

# ArcGIS WebMap



July 25, 2018

Quarter Quarter Section   
  Tax Parcels   
  Municipal Boundaries

Quarter Section   
  Parcel Tie Lines   
  Water lines

Sections   
  Text Related Lines   
  Waterbody

0 0.01 0.02 0.03 mi  
 0 0.01 0.02 0.04 km

1:1,200  
 0 0.01 0.02 0.03 mi  
 0 0.01 0.02 0.04 km

Racine County, SEWRPC, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, ArcGIS WebApp Builder

# Chain of Title

357 Lewis Street, Burlington WI 53105

TAX ID: 206-03-19-32-581-730

Doc.	Date	Doc Type	Vol.	Pg.	Owner	Transfer To	Purpose	Notes
1	Dec 1891	D	89	441	Nick Weiler	Henry Zimmerman	Establish Homestead	Part of Lots 2,3, Block 14 Perkins West Addn.
2	Apr 1892	D	90	110	Nick Weiler	Henry Zimmerman	Establish Homestead	Part of Lot 2,3, Block 14 Perkins West Addn. Also Part of Lot 16 Block 3 Weilers Addn.
3	Jan 1939	D	350	89	H. Zimmerman descendants	Louis Zimmerman	Transfer estate to son.	Incorrect legal description. Only Lot 2 is described.
4	Feb 1971	O	1077	595	L. Zimmerman Estate	Ruth Peterson	Transfer estate to daughter	Transfer of property through a Will/ county Judge. Incorrect description carried forward.
5	Jan 1974	D	1210	245	Ruth Peterson	Theodore Hegeman	Sale of property	Incorrect description carried forward.
6	May 1978	D	1435	203	Theodore Hegeman	Eugene Hegemann	Sale of property	Incorrect description carried forward.
7	May 1983	QCD	1676	718	City of Burlington	Eugene Hegemann	Clarify property	Established property adjacent to Park Ave.. Hereafter referred to as Parcel 2. Reference made to Survey by John Degan dated 1/5/82.
8	May 1983	QCD	1676	853	Eugene Hegemann	City of Burlington	Forfeit 3' wide strip of Park Ave frontage	Incorrect street dedication previously had property extending into road. Reference made to Survey by John Degan 1/5/82.
9	June 1983	QCD	1679	131	Dennis Kelly	Eugene Hegemann	Clarifying boundaries of lands	This deed has the only accurate description of the property since DOC 1&2. References made to Survey by John Degan 1/5/82

# Chain of Title

357 Lewis Street, Burlington WI 53105

TAX ID: 206-03-19-32-581-730

Doc.	Date	Doc Type	Vol.	Pg.	Owner	Transfer To	Purpose	Notes
10	June 1983	QCD	1679	132	Eugene Hegemann	Dennis Kelly	Clarifying boundaries of lands.	A 4' wide strip of land along lot line with Perkins West Addn Lot 1&2 block 14. Reference made to John Degan survey 1/5/82.
11	June 1988`	D	1917	622	Eugene Hegemann	Paul & Patti Bowman.	Sale of property.	Incorrect legal description. Describes two parcels. Parcel 1 only describes Lot 2, block 14, forgetting lot 3. Parcel 2 describes only the clarification in Doc #7, not the rest of the property. This error omits most of the land the house and garage reside on (in lot 3), as well as a portion of land on the Southern edge. Reference is made however to John Degan survey dated 1/5/82.
12	Mar 1992	O	2140	433	Paul Bowman	Patti Bowman	Divorce	Incorrect legal description identical to Doc 11. Reference made to survey by John Degan 1/5/82
13	Aug 1999	D	2948	462-464	Patti Bowman	George Koenig	Sale of property	Incorrect legal description identical to Doc 11. Reference made to survey by John Degan 1/5/82
14	Jan 2002	D	3338	915	George Koenig	Christopher Lafave	Sale of property	Incorrect legal description identical to Doc 11. Reference made to survey by John Degan 1/5/82
15	Oct 2004	D	Document # 1996215		Christopher Lafave	Shawn Karnes	Sale of property.	Incorrect legal description identical to Doc 11. Reference made to John Degan 1/5/82.



## COMMITTEE OF THE WHOLE

## ITEM NUMBER 6C

**DATE:** May 21, 2019

**SUBJECT:** RESOLUTION 4956(9) - To Approve the purchase of three new services trucks for the Department of Public Works.

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

### **BACKGROUND/HISTORY:**

The 2019 budget contained funding for the replacement of three pick up trucks within the Department of Public Works fleet: truck #509, #510, and #77.

#### **Truck #509 and #510**

Truck 509 and 510 are both 2008 GMC 3500 diesel 1-ton dump trucks assigned to Streets and Parks. These vehicles are heavily used in snow plowing operations and are the main fleet vehicles utilized during the growing season. The 2019 budget estimated the replacement cost of these vehicles at \$63,000 each. This vehicle is purchased in two pieces: cab & chassis and then the body. The body portion includes items such as plow, plow controller, lighting, dump body, and slide-in v-body salter. Previous units have been outfitted with tail gate salt spreaders. This style of spreader is problematic for alley and parking lot applications as they tend to cast salt to the side of the vehicle instead of directly below it. In narrow alleys this results in salt landing off the pavement which wastes material, damages landscaping, and does not help achieve melting. The switch to a slide-in v-body spreader will result in easier winter fleet turn out and greatly improve our ability to spread salt in alley and parking lot applications.

Staff recommends purchasing 2019 Dodge 3500 diesel 4x4 cab & chassis off of the State of Wisconsin VendorNet contract. VendorNet is a clearing house of competitively bid State contracts that other jurisdictions may purchase from. VendorNet typically includes options for Chevy, Ford, and Dodge light duty trucks. However, the comparable 2019 Chevy and Ford trucks are not available due to supply shortages and retooling of the Chevy model. The Dodge option is still satisfactory. Ewald Automotive Group holds the VendorNet contract for the 2019 Dodge cab & chassis. The purchase price is \$39,627 per unit.

Staff sourced four quotes for the required body work. R.A. Adams is the low cost option and is recommended by staff. Below, is a listing of all body quotes received.

- R.A. Adams Enterprises: \$23,190
- Casper's Truck Equipment: \$24,375
- Madison Truck Equipment: \$24,706
- Monroe Truck Equipment: \$26,468

The total purchase price for truck #509 and #510 is \$62,817 each. This price is \$183 less than the budgeted amount.

#### **Truck #77**

Truck #77 is a 2006 Chevy Colorado Crew Cab assigned to the Wastewater Utility. The vehicle is used as a general service truck for the wastewater utility. The crew-cab allows for economical transport of multiple staff to routine trainings required to maintain WDNR operator certification. The vehicle lacks the ability to tow generators and other heavy equipment which limits its usefulness in the fleet and it tends to be under utilized as a result. The 2019 budget contains \$44,000 in funding for the replacement of truck #77.

Staff recommends purchasing a 2019 Ford F-250 Crew Cab off of the State of Wisconsin VendorNet contract. Unlike the F-350 and GMC 3500, the Ford F-250 Crew Cab is available for purchase off of the VendorNet contract. Like all VendorNet contracts, this contract was competitively sourced. Ewald Automotive Group also

holds the VendorNet contract for Ford F-250. The purchase price is \$32,214.

**BUDGET/FISCAL IMPACT:**

The 2019 Budget includes \$126,000 in the equipment replacement fund for the purchase of truck #509 and #510. The recommended purchases have a total cost of \$125,634, which is \$366 less than the budgeted amount.

The 2019 Wastewater Utility capital budget includes \$44,000 for the purchase of truck #77. The recommended purchase has a total cost of \$32,214, which is \$11,786 less than the budgeted amount.

The total purchase price of all three vehicles is \$157,848, which is \$12,152 less than the budgeted amount of \$170,000. This is approximately 7% less than budgeted.

**RECOMMENDATION:**

Staff recommends Council approving the purchase of three new service trucks from Ewald Automotive Group in the amount of \$157,848.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the May 21, 2019 Committee of the Whole meeting. It is scheduled for final consideration at the June 4, 2019 meeting of the Common Council.

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**Attachments**

Res 4956(9) DPW Truck Purchases  
Ewald RAM Quote  
Ewald F-250 Quote  
RA Adams Body Quote  
Casper Body Quote  
Madison Body Quote  
Monroe Body Quote

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**A RESOLUTION APPROVING THE AWARD OF BID FOR THREE NEW SERVICE TRUCKS FOR THE CITY OF BURLINGTON DEPARTMENT OF PUBLIC WORKS TO EWALD AUTOMOTIVE GROUP FOR THE TOTAL AMOUNT OF \$157,848**

**WHEREAS**, on June 1, 2004 the Common Council did approve Resolution 3812(18), a Resolution Adopting a Purchasing Policy for the City of Burlington; and,

**WHEREAS**, the Purchasing Policy requires that all non-construction related Budget Items requiring expenditures of \$15,000 or more to be reviewed and pre-approved by the Common Council; and,

**WHEREAS**, the Council may direct, at its discretion, that the item is to be bid in the same manner as construction contracts, or that it is to be combined with or included in another governmental bid, but shall not be required to do so; and,

**WHEREAS**, the Wisconsin Department of Administration has competitively bid contracts for the procurement of light duty trucks and made such contracts available for cooperative purchasing by municipalities; and,

**WHEREAS**, Ewald Automotive Group has been awarded a cooperative purchasing contract by the State of Wisconsin for light duty trucks; and,

**WHEREAS**, the City of Burlington Department of Public Works is scheduled to replace three service trucks with funds included in the 2019 budget; and,

**WHEREAS**, Department of Public Works has determined that trucks provided under the State of Wisconsin contract with Ewald Automotive Group will meet the needs and specifications of the Department; and,

**WHEREAS**, the purchase of three service trucks from Ewald Automotive Group, for the total amount of \$157,848 has been recommended by the Director of Public Works.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that purchase of the aforementioned vehicles is hereby approved for the total amount of \$157,848.

Introduced: May 21, 2019

Adopted:

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

Attest:

\_\_\_\_\_  
Diahnn Halbach



## Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

# City of Burlington DPW

Prepared For: Donny Hefty

262.971.2907

dhefty@burlington-wi.gov

**Burlington 2019 Ram 3500 Chassis Cab (DD8L63) Tradesman 4WD Reg Cab 60 CA 1435 WB**





# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Burlington 2019 Ram 3500 Chassis Cab (DD8L63) Tradesman 4WD Reg Cab 60 CA 1435 WB

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$37,350.00
Dest Charge	\$1,695.00
Total Options	\$13,240.00
<b>Subtotal</b>	<b>\$52,285.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$12,658.00)
<b>Subtotal Discount</b>	<b>(\$12,658.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$39,627.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$39,627.00</b>

### Comments:

2019 Ram 3500 Regular Cab 4wd C&C 60 CA to your specs as detailed. Registration fees are not included. Delivery can be anticipated 90-120 days from receipt of order.

Final order date 6/27/19.

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

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Data Version: 8279. Data Updated: May 6, 2019 10:00:00 PM PDT.



# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Burlington 2019 Ram 3500 Chassis Cab (DD8L63) Tradesman 4WD Reg Cab 60 CA 1435 WB

## Standard Equipment

### Mechanical

- Engine: 6.4L V8 Heavy Duty HEMI (STD)
- Transmission: 8-Speed Auto 8HP75-LCV (STD)
- 4.10 Axle Ratio (STD)
- GVWR: 11,000 lbs (STD)
- 50 State Emissions
- Transmission w/Driver Selectable Mode, Sequential Shift Control and Oil Cooler
- Manual Transfer Case
- Part-Time Four-Wheel Drive
- 730CCA Maintenance-Free Battery w/Run Down Protection
- 180 Amp Alternator
- 102 mph Maximum Speed
- Towing Equipment -inc: Harness and Trailer Sway Control
- 4990# Maximum Payload
- HD Shock Absorbers
- Front Anti-Roll Bar and Rear HD Anti-Roll Bar
- Hydraulic Power-Assist Steering
- 52 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Multi-Link Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs
- Upfitter Switches
- Mechanical Limited Slip Differential

### Exterior

- Wheels: 18" x 8" Steel (STD)
- Tires: LT275/70R18E BSW On/Off Road (STD)
- Center Hub
- Black Front Bumper w/2 Tow Hooks

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# Ewald Automotive Group

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Burlington 2019 Ram 3500 Chassis Cab (DD8L63) Tradesman 4WD Reg Cab 60 CA 1435 WB

## Exterior

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Manual Side Mirrors w/Convex Spotter and Manual Folding

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Front License Plate Bracket

Fully Automatic Aero-Composite Daytime Running Headlamps w/Delay-Off

Cab Clearance Lights

## Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Radio Data System and External Memory Control

Radio: Uconnect 3.0

4 Speakers

Streaming Audio

Integrated Roof Antenna

## Interior

40-20-40 Bench Folding Driver Seat w/4 Way Direction Control -inc: Manual Fore/Aft and Adjustable Headrest

Driver Seat

Manual Adjust 4-Way Driver Seat

40-20-40 Bench Folding Passenger Seat w/4 Way Direction Control -inc: Manual Fore/Aft and Adjustable Headrest

Passenger Seat

Manual Adjust 4-Way Front Passenger Seat

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Engine Hour Meter and Trip Odometer

Proximity Key For Push Button Start Only

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

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# Ewald Automotive Group

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Burlington 2019 Ram 3500 Chassis Cab (DD8L63) Tradesman 4WD Reg Cab 60 CA 1435 WB

## Interior

HVAC -inc: Underseat Ducts

Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shift Knob

HD Vinyl 40/20/40 Split Bench Seat

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

2 12V DC Power Outlets

Full Vinyl/Rubber Floor Covering

Integrated Voice Command w/Bluetooth

USB Host Flip

Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins

Manual 1st Row Windows

Delayed Accessory Power

Systems Monitor

Redundant Digital Speedometer

Analog Display

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints

40/20/40 Split Bench Seat

Front Armrest w/Cupholders

Sentry Key Engine Immobilizer

## Safety-Mechanical

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

## Safety-Exterior

Side Impact Beams

## Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

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# Ewald Automotive Group

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Burlington 2019 Ram 3500 Chassis Cab (DD8L63) Tradesman 4WD Reg Cab 60 CA 1435 WB

## Safety-Interior

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

## WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 100,000

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Burlington 2019 Ram 3500 Chassis Cab (DD8L63) Tradesman 4WD Reg Cab 60 CA 1435 WB

## Selected Model and Options

MODEL		
CODE	MODEL	MSRP
DD8L63	2019 Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA 143.5" WB	\$37,350.00

COLORS		
CODE	DESCRIPTION	MSRP
PW7	Bright White Clearcoat	\$0.00

CPOS PKG		
CODE	DESCRIPTION	MSRP
2YA	Quick Order Package 2YA Tradesman -inc: Engine: 6.7L I6 Cummins Turbo Diesel, Transmission: 6-Speed Auto Aisin AS69RC HD, Rear Dome Lamp, Matte Black Grille Upper/Lower Appliques, Halogen Quad Headlamps, Door Sill Scuff Pads, Glove Box, Map/Courtesy Lamp	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	MSRP
A61	Tradesman Level 1 Equipment Group -inc: Speed Sensitive Power Locks, Satin Chrome Interior Door Handles, Exterior Mirrors w/Supplemental Signals, Upgraded Door Trim Panels, Exterior Mirrors Courtesy Lamps, Exterior Mirrors w/Heating Element, Front 1-Touch Down Power Windows, Mirror Running Lights, Overhead Console, Remote Keyless Entry, Overhead Cupholder Lamp, Power Black Trailer Tow Mirrors	\$895.00
AHD	Heavy Duty Snow Plow Prep Group -inc: Transfer Case Skid Plate Shield, 220 Amp Alternator	\$295.00
WLA	Dual Rear Wheels -inc: Bright Wheel Skins, Bulb Out Detection Defeat for LED, Tires: LT235/80R17E BSW All-Season, 205mm HD Front Axle, Wheels: 17" x 6" Argent Steel, 11.50" Dual Wheels Rear Axle	\$1,295.00

ADDITIONAL EQUIPMENT - MECHANICAL		
CODE	DESCRIPTION	MSRP
BAJ	220 Amp Alternator	Inc.
XEF	Transfer Case Skid Plate Shield	Inc.
XF7	Dual Alternators Rated At 440 Amps -inc: 220 Amp Alternator	\$395.00
XHC	Trailer Brake Control	\$295.00

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# Ewald Automotive Group

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Burlington 2019 Ram 3500 Chassis Cab (DD8L63) Tradesman 4WD Reg Cab 60 CA 1435 WB

## ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
DM8	Add 4.10 Axle Ratio	\$145.00
LAY	LED Taillamps	\$95.00

## ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
XAW	Rear Backup Alarm	\$145.00

## TRANSMISSION

CODE	DESCRIPTION	MSRP
DF2	Transmission: 6-Speed Auto Aisin AS69RC HD	\$1,600.00

## CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	Delivery from Oconomowoc to Burlington	\$40.00

## AXLE RATIO

CODE	DESCRIPTION	MSRP
DMF	4.10 Axle Ratio (STD)	\$0.00

## ENGINE

CODE	DESCRIPTION	MSRP
ETN	Engine: 6.7L I6 Cummins Turbo Diesel -inc: Selective Catalytic Reduction (Urea), Dual 730 Amp Maintenance Free Batteries, Cummins Turbo Diesel Badge, Current Generation Engine Controller, Smart Diesel Exhaust Brake, Supplemental Heater, GVWR: 12,000 lbs, RAM Active Air, B-20 Bio Diesel Capability, 3.73 Axle Ratio	\$7,745.00

## PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PW7	Bright White Clearcoat	\$0.00

## TIRES

CODE	DESCRIPTION	MSRP
TV2	Tires: LT235/80R17E BSW All-Season	Inc.

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Burlington 2019 Ram 3500 Chassis Cab (DD8L63) Tradesman 4WD Reg Cab 60 CA 1435 WB

## SEAT TYPE

CODE	DESCRIPTION	MSRP
V9X9	Black, Cloth 40/20/40 Bench Seat -inc: 4 Way Front Headrests	\$295.00

## WHEELS

CODE	DESCRIPTION	MSRP
WFU	Wheels: 17" x 6" Argent Steel	Inc.

## GVWR

CODE	DESCRIPTION	MSRP
Z8M	GVWR: 14,000 lbs	\$0.00

**Options Total** **\$13,240.00**

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Burlington 2019 Ram 3500 Chassis Cab (DD8L63) Tradesman 4WD Reg Cab 60 CA 1435 WB

## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$37,350.00
Total Options	\$13,240.00
Vehicle Subtotal	\$50,590.00
Destination Charge	\$1,695.00
<b>Grand Total</b>	<b>\$52,285.00</b>

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## Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

# City of Burlington DPW

Prepared For: Donny Hefty

262.539.3646

dhefty@burlington-wi.gov

**[Fleet] 2019 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box**





# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

[Fleet] 2019 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$39,545.00
Dest Charge	\$1,595.00
Total Options	\$5,050.00
<b>Subtotal</b>	<b>\$46,190.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$13,976.00)
<b>Subtotal Discount</b>	<b>(\$13,976.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$32,214.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$32,214.00</b>

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Data Version: 8231. Data Updated: Apr 30, 2019 10:17:00 PM PDT.



# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

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[Fleet] 2019 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

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## Comments:

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## Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

---

[Fleet] 2019 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

---

2019 Ford F250 Crew Cab 4wd to your specs as detailed. Registration fees are not included. Delivery can be anticipated 90-120 days from receipt of your order.

Final order date 8/2/19.

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

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[Fleet] 2019 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

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Dealer Signature / Date

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Customer Signature / Date

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

[Fleet] 2019 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

## Standard Equipment

### Mechanical

- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)
- Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)
- 3.73 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
- 157 Amp Alternator
- Class V Towing Equipment -inc: Harness, Hitch and Trailer Sway Control
- 3480# Maximum Payload
- GVWR: 10,000 lb Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Firm Suspension
- Hydraulic Power-Assist Steering
- 34 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

### Exterior

- Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
- Tires: LT245/75Rx17E BSW A/S (4) (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

[Fleet] 2019 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

## Exterior

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks  
Black Rear Step Bumper  
Black Side Windows Trim and Black Front Windshield Trim  
Black Door Handles  
Black Manual Side Mirrors w/Manual Folding  
Manual Extendable Trailer Style Mirrors  
Fixed Rear Window  
Light Tinted Glass  
Variable Intermittent Wipers  
Aluminum Panels  
Black Grille  
Front License Plate Bracket  
Tailgate Rear Cargo Access  
Manual Tailgate/Rear Door Lock  
Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off  
Cargo Lamp w/High Mount Stop Light

## Entertainment

Radio: AM/FM Stereo -inc: digital clock and 4 speakers  
Fixed Antenna  
1 LCD Monitor In The Front

## Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement  
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement  
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat  
Manual Tilt/Telescoping Steering Column  
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer  
Manual Rear Windows  
Manual Air Conditioning  
HVAC -inc: Underseat Ducts  
Illuminated Locking Glove Box

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

[Fleet] 2019 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

## Interior

- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- 2 12V DC Power Outlets
- Full Overhead Console w/Storage and 2 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Front And Rear Map Lights
- Full Vinyl/Rubber Floor Covering
- Underhood And Pickup Cargo Box Lights
- Instrument Panel Bin and Covered Dashboard Storage
- Manual 1st Row Windows
- Systems Monitor
- Trip Computer
- Outside Temp Gauge
- Analog Display
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Securilock Anti-Theft Ignition (pats) Engine Immobilizer
- Air Filtration

## Safety-Mechanical

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

## Safety-Exterior

- Side Impact Beams

## Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

[Fleet] 2019 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

## Safety-Interior

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters

Dual Stage Driver And Passenger Front Airbags

Back-Up Camera

## WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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# Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

[Fleet] 2019 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

## Selected Model and Options

MODEL		
CODE	MODEL	MSRP
W2B	2019 Ford Super Duty F-250 SRW XL 4WD Crew Cab 6.75' Box	\$39,545.00

COLORS		
CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	MSRP
17F	XL Decor Group -inc: Bright Chrome Hub Covers & Center Ornaments, Chrome Front Bumper, Chrome Rear Step Bumper	\$220.00
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, NOTE 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Extra Heavy-Duty 200 Amp Alternator	\$185.00
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Manual Telescoping/Folding Trailer Tow Mirrors, power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$1,125.00

ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
18B	Platform Running Boards	\$445.00
43B	Fixed Rear-Window w/Defrost	\$60.00
66L	LED Box Lighting -inc: LED Center High-Mounted Stop Lamp (CHMSL)	\$60.00
76C	Exterior Backup Alarm (Pre-Installed) -inc: Custom accessory	\$140.00
85S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$595.00
924	Privacy Glass	\$30.00
942	Daytime Running Lamps (DRL) -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 8231. Data Updated: Apr 30, 2019 10:17:00 PM PDT.



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## ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
52B	Trailer Brake Controller -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	\$270.00

## ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
525	Steering Wheel-Mounted Cruise Control	\$235.00
66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00

## ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
585	Radio: AM/FM Stereo/MP3 -inc: 6 speakers, SYNC Communications & Entertainment System, enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls	\$550.00

## SEAT TYPE

CODE	DESCRIPTION	MSRP
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$315.00

## TRANSMISSION

CODE	DESCRIPTION	MSRP
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)	\$0.00

## OPTION PACKAGE

CODE	DESCRIPTION	MSRP
600A	Order Code 600A	\$0.00

## WHEELS

CODE	DESCRIPTION	MSRP
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

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## ENGINE

CODE	DESCRIPTION	MSRP
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)	\$0.00

## CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	4 Keys total	\$70.00
DI-2	Delivery from Hartford Ford to Burlington, WI	\$50.00

## TIRES

CODE	DESCRIPTION	MSRP
TD8	Tires: LT245/75Rx17E BSW A/S (4) (STD)	\$0.00

## AXLE RATIO

CODE	DESCRIPTION	MSRP
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00

## PRIMARY PAINT

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

<b>Options Total</b>		<b>\$5,050.00</b>
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## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$39,545.00
Total Options	\$5,050.00
Vehicle Subtotal	\$44,595.00
Destination Charge	\$1,595.00
<b>Grand Total</b>	<b>\$46,190.00</b>

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TRAILERS • HITCHES • TRUCK EQUIPMENT  
2600 WEST ROUTE 120 McHENRY, ILLINOIS 60051-4563  
(815) 385-2600 FAX (815) 385-6684

**Quote ID:** Q14055

**Quote Date:** 3/13/2019

**Quote Valid Until:** 4/12/2019

Page 1 of 2

**Sold to Customer:** 113387  
Nontaxable Misc. Cash Due  
, IL

**Contact:**

**Ship to Customer:**  
BURLINGTON DPW  
BURLINGTON, WI

**Contact:** RYAN VOS  
**Phone:** (262) 492-8017  
**Email:** RVOS@BURLINGTON-WI.GOV

**Salesperson:** Steve Gould

Part Number	Description	Quantity	Unit Price	Amount
PCS-9-3DS	Airflo Dump Body 9'/17" Drop	1 EA	\$8,500.00	<b>\$8,500.00</b>
HITCHCUSTOMRECEIVER	Hitch Custom Built Receiver	1 EA	\$350.00	<b>\$350.00</b>
LABOR104	Hitch Installation	1 EA	\$300.00	<b>\$300.00</b>
50-77-001	Recepticle 7-Way Car End Plast	1 EA	\$100.00	<b>\$100.00</b>
FSMPS600-AA	Strobe Micropulse Sur Mt:Amber	4 EA	\$175.00	<b>\$700.00</b>
FS454101HL-02	Light Bar Led Perm Mount Econ	1 EA	\$261.30	<b>\$261.30</b>
FS210883	Bracket, Self-Leveling	1 EA	\$376.35	<b>\$376.35</b>
85850	Western Blade Asy Wide Out XL Generation 2	1 EA	\$7,150.00	<b>\$7,150.00</b>
81989	Western Deflector Kit - Wideout XL	1 EA	\$344.10	<b>\$344.10</b>
81985	Western Back Drag Edge W-O XI	1 EA	\$208.30	<b>\$208.30</b>
99031-1	Western Striker 8' 2.0yd Elect	1 EA	\$4,900.00	<b>\$4,900.00</b>

<b>Sub Total:</b>	<b>\$23,190.05</b>
<b>Discount:</b>	
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$23,190.05</b>

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

\* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

**Comments:**

9' AIRFLO DUMP BODY  
17" DROP SIDES  
ELE/HYD HOIST  
BACKUP ALARM  
PAINTED BLACK

RECEIVER HITCH  
7 PIN RV PLUG



TRAILERS • HITCHES • TRUCK EQUIPMENT  
2600 WEST ROUTE 120 McHENRY, ILLINOIS 60051-4563  
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# QUOTE

**Quote ID:** Q14055

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Page 2 of 2

FEDERAL SIGNAL SURFACE MOUNTED AMBER LED 4-CORNER STROBES  
WIRED TO SWITCH IN CAB

FEDERAL SIGNAL LOW PROFILE AMBER LED STROBE LIGHT BAR  
MOUNTED CENTER OF CAB PROTECTOR ON SELF-LEVELING MOUNT  
WIRED TO SWITCH IN CAB

8'6" - 11' WESTERN WIDEOUT GEN2 STEEL BLADE PLOW  
JOYSTICK CONTROLLER  
RUBBER DEFLECTOR  
BACKDRAG EDGE

8' WESTERN STAINLESS STEEL STRIKER V-BOX SPREADER  
2 CUYDS  
ELECTRIC MOTORS  
CONTROLLER IN CAB

INSTALLED

MUNI DISCOUNT INCLUDED FOR PLOW & SPREADER

THIS QUOTE IS FOR BUDGET NUMBERS - NO TRUCK INFORMATION GIVEN



<b>Appleton</b> 700 Randolph Drive Appleton, WI 54913 Phone: (920) 687-1111 Fax: (920) 687-1122	<b>Milwaukee</b> 12655 W. Silver Spring Rd Butler, WI 53007 Phone: (262) 544-5404 Fax: (800) 261-0383	<b>Wausau</b> 5300 Stewart Ave Wausau, WI 54401 Phone: (715) 298-4288 Fax: (800) 261-0383
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Account: City of Burlington  
 Name: Ryan  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Date: 3-21-2019  
 Email: [rvos@burlington-wi.gov](mailto:rvos@burlington-wi.gov)  
 Phone: (262) 492-8017  
 Note: 60" CA

**\*\* Sales Quotation \*\***

**1. Knapheide KDBF912 Dump Body**

- A. Knapheide 9' dump body with 96" outside width, and 90" inside width
- B. 12" fixed sides
- C. Formed two piece construction with seamless outer 12 gauge panel and one piece 10 gauge inner wall
- D. Pockets on top of sides for extension (cheater) boards
- E. One piece 10 gauge high tensile steel two bend top rail "dirt shedding", 2-1/4" wide with 1-1/2" return flange
- F. Long sills are 7" trapezoidal style, full length of body, with internal anti-corrosion coating
- G. Two piece 7 gauge high tensile steel floor, full center seam welded, cross-memberless understructure
- H. 18" high double acting 10 gauge high tensile steel tailgate with spreader chains and lever actuated quick release top pins
- I. Grease zerks at all critical pivot joints
- J. Top hinge member is 1-1/4" diameter "quick-release"
- K. Lower latch hardware is overhead hook type latch with 1-1/8" inch diameter pin, 3/4" thick latch.
- L. Tailgate release is positive locking with dump handle at left front corner of body
- M. Fully boxed corner posts and full width reinforcement rib for added rigidity
- N. Rear corner posts equipped with return hook for optional tarp
- O. Standard, LED clearance, marker and RID lights provided to meet FMVSS 108,
- P. 100% fully solid welded construction
- Q. Integrated Cab Protector mounting pockets,
- R. KCP-025S21A 10 gauge Tapered quarter cab protector with punched window, removable design painted Black
- S. Prime paint: body is completely immersed in a 12 stage electrodeposition gray epoxy prime paint system featuring a zinc phosphate pre-coat, sealer, and oven cured. Bodies are thoroughly undercoated for additional corrosion protection
- T. Body and cab guard will painted Knapheide Black
- U. Back up alarm
- V. Installed

**2. Additional Equipment:**

- A. Buyers hitch plate with 2" receiver tube, d-rings, and 7RV trailer plug
- B. Western 9' Stainless Steel Striker V-Box salter Electric
- C. Four (4) d-rings mounted in dump body floor for strapping down salter
- D. Installed

**Total: \$17,513.00**



**Optional Equipment:**

- A. Western MVP3 8'6" Steel V-Plow Installed **Add: \$5,889.00**
- B. Western Wide-Out 8'-10' Winged plow Installed **Add: \$6,862.00**

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All Sales Tax and FET Tax will be added

Submitted by: *Tony Myslicki* Quote firm 30 days Terms: Net 30

By signing below, I agree that I have read, understood, and will comply with the terms of this quote.

Quote accepted by: \_\_\_\_\_

Title: \_\_\_\_\_ Date Accepted: \_\_\_\_\_ PO# \_\_\_\_\_

Thank You for the opportunity to submit our quote for your consideration



A Complete Line  
Of  
Truck Equipment

2410 S. Stoughton Road  
Madison, WI 53716-2898

**Telephone (608) 222-5591**  
Wisconsin (800) 259-7453  
FAX (608) 222-3644

To: **City of Burlington**  
Address: 2200 S. Pine Street  
City: Burlington, WI 53105  
Attention: **Ryan**  
Telephone #:  
Fax #:

Date: 03/26/19  
Delivery:  
Dealer:  
P. O. #:

Terms: **NET ON DELIVERY, unless specified**

Quantity	QUOTE GOOD FOR 30 DAYS			PRICE EACH
<b>One</b>	<b>9' x 96" Crysteel E-TIP Dump Body with</b> 2/3 yard capacity, 16" Sides, 22" rear Rigid Sides Crossmemberless Understructure, with Rust proofed Long Sills 10 Ga. Steel 10 GA. Tailgate, & Front 12 Ga. Sides Double hinged tailgate, 1/4 Integral cab shield Quick release upper tailgate pins Finish painted, one color White or Black (Same Price), single stage enamel. Factory Undercoated			
<b>One</b>	<b>Crysteel 510 DA electric/hydraulic subframe scissors hoist with</b> sub-frame & hinge, tank, double acting cylinder Mounted with body prop, body raise light, back up alarm			
<b>One</b>	<b>Safety Package</b> Federal Signal LED Mini Hi Lighter on Cab Guard LED Alternating Amber Ovals in Boxes on Rear Corner posts LED Mini Alternating Flashing Lights in Grill 1/2" Buyers rear Hitch Plate with 2" Receiver Tube & D-Rings 2" Receiver 7 Way RV Plug Back up Alarm			
The quoted price includes ONLY what is described above. It is your responsibility to review the specifications.				
<b>Chassis Make</b>	CA:	Trans:	Subtotal	
Customer Signature and Date	Salesman		Tax 5.5%	
			F.E.T. 12%	
	<b>Kurt Schadewalt</b>		<b>TOTAL</b>	



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**Telephone (608) 222-5591**  
Wisconsin (800) 259-7453  
FAX (608) 222-3644

To: **City of Burlington**  
Address: 2200 S. Pine Street  
City: Burlington, WI 53105  
Attention: **Ryan**  
Telephone #:  
Fax #:

Date: 03/26/19  
Delivery:  
Dealer:  
P. O. #:

Terms: **NET ON DELIVERY, unless specified**

Quantity	QUOTE GOOD FOR 30 DAYS		PRICE EACH
<b>One</b>	<b>WESTERN 8' 6" -11' "WideOut XL" Snow Plow:</b> UltraMount quick attach/detach mounting system FloStat hydraulic system with power angling NightHawk halogen headlights with integral turn signals CabCommand hand-held control. end markers provided standard. Western Chain Lift System Pivot Bar (Allows Plow to Oscillate over uneven surfaces)		
<b>One</b>	<b>Western Striker V Box Spreader 8' L</b> Stainless Steel Construction 12 Volt Electric Drive with Dual Electric Motors Top Screens Inverted V 2 Cubic Yard Capacity Dual Electric Motor Control 15 1/2" Spinner Dual Swing Away Chute, (Easy Access for Maintenance or Material unloading)		
<b>OPTION</b>	Installed FOB Madison, WI	TOTAL	\$24,706.00
	Western Flap For Wideout Plow	ADD	\$414.00
	Western Shoes for Wideout Plow	ADD	\$234.00
The quoted price includes ONLY what is described above. It is your responsibility to review the specifications.			
<b>Chassis Make</b>	CA:	Trans:	Subtotal
Customer Signature and Date	Salesman		Tax 5.5%
	<b>Kurt Schadewalt</b>		F.E.T. 12%
			<b>TOTAL</b>



**Monroe Truck Equipment**  
**1151 W Main Avenue**  
**DePere, WI 54115**  
**Ph./Fax: 920-347-4189/920-336-8118**  
[www.MonroeTruck.com](http://www.MonroeTruck.com)



**QUOTATION**  
**# 2CHK000408**

**Job Order #:**  
**Quote Date:** 3/18/2019  
**Quote valid until:** 4/17/2019  
**Terms:** C.O.D.  
**Salesperson:** HAWKINS, MAX (MUNI)  
**Quoted by:** Clayton Kraft  
**Email:** ckraft@monroetruck.com

**Customer:** CITY OF BURLINGTON **Contact:** \_\_\_\_\_ **Dealer Code:** \_\_\_\_\_  
 \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Sourcewell Member #:** \_\_\_\_\_  
 \_\_\_\_\_, WI **Email:** \_\_\_\_\_ **P.O. Number:** \_\_\_\_\_

**Re-Assign (Required for all pool units):**  Fleet  Retail  
**MSO/MCO (ONLY check if legally required):**  MSO  MCO

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Customer must fill out all information above before the order can be processed.*

**Chassis Information**

<b>Year:</b> 2019	<b>Make:</b> FORD	<b>Model:</b> F-450	<b>Chassis Color:</b>	<b>Cab Type:</b> REGULAR
<b>Single/Dual:</b> DRW	<b>CA:</b> 60.0	<b>CT:</b> -1.0	<b>Wheelbase:</b> 145.0	<b>Engine:</b> DIESEL
			<b>F.O. Number #:</b>	<b>Vin:</b>

**Comments:**

**Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:**

Description	Amount
MTE-ZEE 9', MILD STEEL, 3-4 YD CAPACITY, RIGID SIDE, DUMP BODY	
- 10 GA. FLOOR, SIDES & ENDS, 16" H DOUBLE WALL SIDES, 22" H TAILGATE	
- 50,000 PSI YIELD STRENGTH STEEL CONSTRUCTION	
- HEAVY DUTY FRONT BULKHEAD WITH TAPERED LASER CUT WINDOW & INTEGRAL 12" TAPERED CAB SHIELD (GM MEDIUM-DUTY BODY TO HAVE FULL-WIDTH SQUARE CAB SHIELD IN LIEU OF TAPERED)	
- INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE	
- WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS	
- SINGLE-LEVER RELEASE, QUICK DROP TAILGATE	
- (2) UNDERBODY TIE LOOPS	
- L.E.D. FMVSS108 LIGHTS & REFLECTORS	
- RUBBER REAR FLAPS	
- 100% DURABLE POWDER COATED BLACK, WHITE, OR RED	
DOUBLE ACTING ELECTRIC HOIST	
1/2" CUSTOM PINTLE PLATE	
- 2-1/2" WELD-ON RECEIVER TUBE WITH 2" INSERT	
TRAILER RECEPTACLE - 7 WAY RV	
BACKUP ALARM	
STOP/TURN/TAIL LIGHTS: L.E.D. FLUSH-MOUNT FOR REAR POSTS ON MTEZ	
STROBE LIGHT: WHELEN, L.E.D., 2-CORNER (A) STROBE	
- (2) MOUNTED IN FRONT GRILLE AREA	
- (1) MOUNTED ON EACH REAR PILLAR	
STROBE LIGHT: WHELEN, L.E.D. LIGHT-BAR, AMBER, PERM.	
- MOUNTED ON CAB SHIELD WITH SELF LEVEL BRACKET	
8' BOSS EXT STEEL EXPANDABLE BLADE SNOWPLOW	
- SMARTSHIELD	
- TOUCH-BUTTON EXPANDABLE WING FROM 8'-10'	
- RT3 STANDARD UNDERCARRIAGE	
- SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY	
- ENCLOSED HYDRAULICS	
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM	
- FULL MOLDBOARD TRIP DESIGN	

Description	Amount
- ADJUSTABLE TRIP SPRINGS	
- INSTALLED	
- TWO-YEAR LIMITED WARRANTY	
 RUBBER SNOW DEFLECTOR	
 BOSS 9' V-BOX AUGER SPREADER	
- CORROSION RESISTANT DOUBLE WALL POLY HOPPER W/ 3 CUBIC YARDS OF CAPACITY	
- VCP TARP W/ INTEGRAL TIE-DOWNS	
- HOPPER TIE-DOWN KIT	
- 6" MILD STEEL HELICAL AUGER	
- 1/2 HP FULLY SEALED STAINLESS STEEL MOTOR	
- FULLY ADJUSTABLE 14.5" POLYURETHANE SPINNER W/ 2'-40' SPREADING WIDTH	
- STAINLESS STEEL TROUGH	
- LCD DUAL VARIABLE SPEED MOTOR CONTROL W/ BLAST BUTTON & OVERLOAD PROTECTION	
- DUAL VARIABLE SPEED VIBRATORS	
- INVERTED V BAFFLE	
- POLY ADJUSTABLE DEFLECTOR	
- TOP SCREEN	
- REMOTE LIGHT SWITCH & REAR-MOUNTED DUMP SWITCH	
- DUAL WORK LIGHTS & CENTER HIGH MOUNT STOP LIGHT	
- TWO-YEAR LIMITED WARRANTY	
	<b>Quote Total: \$26,468.00</b>

**Additional Options:**

Description	Amount	Add to quote? Yes / No
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**Notes:**

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- ◆ Restocking fees may be applicable for cancelled orders.
- ◆ MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.



**DATE:** May 21, 2019

**SUBJECT:** **RESOLUTION 4957(10)** - To approve Conveying a Sanitary Sewer Easement from the City of Burlington to Integrated Lubricants/Applied Material Solutions (AMS) for City Property Located at 2100 S. Pine St, Parcel Number 51-206-02-19-09-002-110.

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

**BACKGROUND/HISTORY:**

In 2016, Integrated Lubricants/Applied Material Solutions (AMS) developed the property at 1956 S. Pine St, which is directly north of the City's wastewater treatment plant. They have a 4" city water service that supplies the domestic portion of the facility and use a WDNR permitted well for process water. They have a sanitary lift station with two, 2" force mains connected to the City's intake pipe to the treatment plant for domestic wastewater. Process wastewater is discharged to the Fox River through our WWTP discharge piping. This discharge was allowed by WDNR and is subject to the same regulatory scrutiny as our WWTP discharge. During development, the City provided AMS with two sanitary sewer easements, one for the force main connections and the other for the rear discharge to the Fox River. To date AMS has not paid a connection fee for the force main connections to the City's sanitary sewer system.

AMS continues to develop and refine their production operation, which has had an impact on their wastewater discharge and resulted in several challenges for their operations. On April 9, 2019 WDNR issued a Notice of Noncompliance to AMS regarding the violations of their discharge permit. On July 1, 2019, WDNR intends to revoke and reissue a new permit to AMS. AMS has indicated they will not be able to meet the numeric water quality requirements of the new permit without installation of internal wastewater treatment equipment. They intend to install this equipment but it will take several months. In the interim, AMS will need a discharge option other than the Fox River discharge. In the future, AMS will continue to need a discharge option other than the Fox River discharge for periods of time when their internal wastewater treatment equipment is offline for maintenance.

AMS approached the City to connect to the sanitary sewer system for the alternate discharge option. The City's wastewater treatment plant is located directly next to AMS and is the logical choice for wastewater treatment. AMS currently discharges 43.2 million gallons per year to the Fox River. This flow would be discharged to the City's Sanitary Sewer System for the period of time necessary to install internal wastewater treatment equipment. Applied Technologies, the engineers working on behalf of AMS, has submitted a memorandum indicating the long term future discharge, after installation of internal wastewater treatment, would be 500,000 gallons per year. AMS estimates this equipment would be constructed and operational within twelve months. AMS currently discharges 277,500 gallons of wastewater to the sanitary sewer through their existing 2" force main connection. The estimated future discharge of all connections is 777,500 gallons per year. The City's wastewater treatment facility has the capacity to handle this volume of discharge.

To implement this connection, AMS would need to install a new lift station and construct a new 6" force main connection to the sanitary sewer system. This would require an expansion of their existing 20 foot easement on City property to a total width of 40 feet. This connection will require a connection fee. The connection fee is defined in Section 259-5 of the City of Burlington Municipal Code. The purpose of the fee is to repay past capital that created the capacity for the wastewater treatment and fund future capital needed to ensure that capacity remains. The connection fee is determined by estimating the annual discharge volume in units relative to a typical residential property (Residential Equivalent Unit or REU). One REU is equal to 87,600 gallons per year. AMS has an estimated future annual discharge of 777,500 gallons per year, which is equal to 9.0 REU. The current connection fee is \$1,650 per REU; therefore, AMS would be required to pay \$14,850.00 in order to connect to the sanitary sewer.

The connection fee calculation is based on an estimation of future discharge instead of actual known volumes and therefore may not be reflective of actual usage in the future. The Municipal Code provides for future adjustments to the fee if actual usage exceeds the volume estimated at the time of connection. This allows for connection fees to be captured when a property's discharge volume changes over time. For example if a property expands or changes production that results in an increase of wastewater discharge. The code does not allow for return of connection fees if volume decreases.

The City will examine actual volumes of AMS' future discharge to ensure the connection fee is accurate and appropriate. The discharge volumes will be dramatically different before and after installation of internal wastewater treatment. Volumes after installation will be more indicative of their long term capacity needs. Therefore, post installation volumes should be the primary data considered for fee recalculation. It is expected that AMS will have a treatment system installed within 12 months. After installation, a period of time will be needed to collect usage data. Typically, 12 months of data is examined for fee recalculation. Allowing AMS 12 months to install the treatment system and then an additional 12 months for data to be collected will provide for an accurate recalculation of the fee to occur. Staff will preform an analysis 24 months from the date of connection to recalculate AMS' connection fee. Staff will then continue to examine annual discharge volume data to determine if the connection fee requires adjustment in the future.

The attached easement agreement provides AMS a sanitary sewer easement and details the methodology for the interim REU calculation and connection fee as well as outline the intentions of the City for monitoring and recalculating the connection in the future.

**BUDGET/FISCAL IMPACT:**

The AMS sanitary sewer connection will generate connection fees and ongoing monthly revenue based on their sewer usage. A connection fee for 9.0 REU will generate \$14,850. At the time of connection AMS intends to have a high volume of discharge. We estimate the volume and loading charges to be \$17,000 per month initially. We expect volume to decrease significantly after installation of internal wastewater treatment. We estimate the volume and loading charges to be less than \$700 per month after installation. Monthly billing will be based on actual meter readings and sample results.

**RECOMMENDATION:**

Staff recommends the approval of the sanitary sewer easement.

**TIMING/IMPLEMENTATION:**

This item is presented for discussion at the May 21, 2019 Committee of the Whole Meeting. AMS has requested expedited processing due to timing of construction and potential of WDNR discharge compliance impacting business operations. To accommodate AMS' request, this item has also been scheduled for final consideration at the May 21, 2019 meeting of the Common Council.

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**Attachments**

Res 4957(10) AMS Easement Agreement  
Integrated Lubricants Sanitary Sewer Easement

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**A RESOLUTION CONVEYING A SANITARY SEWER EASEMENT FROM THE CITY OF BURLINGTON TO INTEGRATED LUBRICANTS OF WISCONSIN, INC FOR CITY PROPERTY LOCATED AT 2100 S. PINE STREET, PARCEL NUMBER 51-206-02-19-09-002-110**

**WHEREAS**, Integrated Lubricants of Wisconsin, Inc., a Wisconsin corporation doing business at 1956 S. Pine Street, has an existing sanitary sewer easement on the City owned parcel located at 2100 S. Pine Street, for the purposes of conveying sanitary sewerage, generated by their business operations, by a Two Inch (2") force main connected to the City's Sanitary Sewer System for treatment; and

**WHEREAS**, Integrated Lubricants also has a second existing sanitary sewer easement on the same City owned parcel for the purposes of conveying and discharging treated sewerage effluent generated by their business operations to the Fox River; and

**WHEREAS**, this effluent must meet water quality standards required by the Wisconsin Department of Natural Resources (WDNR); and

**WHEREAS**, Integrated Lubricants requires a connection to the City of Burlington Sanitary Sewer System for the purposes of conveying and treating their sanitary sewerage (i) while they construct internal wastewater treatment to meet the effluent water quality standards required by WDNR, (ii) and after the construction of internal treatment systems; and

**WHEREAS**, the existing Two Inch (2") force main connection will not be sufficient for the conveyance of all sanitary sewerage generated by Integrated Lubricants' business operations; and

**WHEREAS**, Integrated Lubricants has requested to connect a Six Inch (6") sanitary sewer force main to the City of Burlington Sanitary Sewer System for the purposes of conveying wastewater generated by their business operations to the City of Burlington's Water Pollution Control Facility for treatment. The Integrated Lubricants main will (i) traverse from the Integrated Lubricants building, upon the Integrated Lubricants property, (ii) onto the City parcel, adjacent and parallel to the existing easement for the Two Inch (2") force main, and then connect to the City's Ten Inch (10") sanitary sewer force main located on the City Parcel; and

**WHEREAS**, said land is a portion of 2100 S. Pine Street, more particularly described as:

A 20' WIDE UTILITY EASEMENT LOCATED WITHIN PARCEL NO. 1, OF CERTIFIED SURVEY MAP NO. 1387, AS DULY RECORDED IN RACINE COUNTY RECORDS AS DOCUMENT NO. 1271844, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE S0°15'10"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION,

1,319.48'; THENCE S89°58'54"E, 249.91' TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE CONTINUING S89°58'54"E ALONG THE NORTH LINE OF SAID PARCEL ONE, 145.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°58'54"E ALONG SAID NORTH LINE OF PARCEL ONE, 20.76 FEET; THENCE S15°31'42"E, 445.64 FEET; THENCE S74°28'18"W, 20.00 FEET; THENCE N15°31'42"W, 451.21 FEET TO THE NORTH LINE OF SAID PARCEL 1 AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 8,968 SQUARE FEET OR 0.206 ACRES, MORE OR LESS.

**WHEREAS**, Integrated Lubricants is required to pay a connection fee in order to connect to the City of Burlington Sanitary Sewer System as detailed in the City of Burlington Municipal Code. Exhibit C of the easement agreement, attached hereto as Attachment "A", describes in detail the methodology to be used for the determination of the connection fee; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County and Walworth County Wisconsin, that the easement, attached hereto as Attachment "A" attached hereto be and is hereby approved.

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

Introduced: May 21, 2019  
Adopted:

---

Jeannie Hefty, Mayor

Attest:

---

Diahnn Halbach, City Clerk

AGREEMENT FOR THE COMBINED DISCHARGE  
OF SEWERAGE EFFLUENT

This Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of May, 2019

by and between the following parties:

- a) The CITY OF BURLINGTON (hereinafter referred to as the “City”), being a Wisconsin municipal corporation with its offices located at the City of Burlington City Hall, 300 North Pine Street, Burlington, Wisconsin 53105; and
- b) INTEGRATED LUBRICANTS OF WISCONSIN, INC. (hereinafter referred to as “Integrated”), being a corporation with offices located at 1001 East Centralia Street, Elkhorn, Wisconsin 53121; and
- c) APPLIED MATERIAL SOLUTIONS, INC. (hereinafter referred to as “AMS”), being an Illinois corporation, with offices located on the below-described “Integrated Property”.

Introduction

Integrated is the sole record-title owner of a parcel of real property described as follows:

- a) A parcel of property located in the City of Burlington, Racine County, Wisconsin, having tax parcel number 51-206-02-19-09-003-000, and having the legal description contained in attached Exhibit A (the “Integrated Property”).
- b) Improved with a commercial manufacturing building (the “Building”), having a street address of 1956 South Pine Street, Burlington, Wisconsin 53105.

c) Occupied and used by AMS for its below-described “Business”.

The City is the sole record-title owner of a parcel of real property (the “City Parcel”) described as follows:

An unimproved tract of land located immediately adjacent to, and south of, the Integrated Property, having tax parcel number 51-206-02-19-09-002-110, and shown as “Parcel No. 1” in Certified Survey Map No. 1387 attached hereto as Exhibit B.

AMS produces colloidal silica defoamers and associated products for a variety of industries, including food and beverage, pharmaceutical, pulp and paper, water treatment, oil, and gas. Collectively, the AMS business is hereinafter referred to as the “Business”.

The City is working with AMS to support AMS’ Business, and AMS is, in turn, seeking to establish at least a part of its Business operations in the City of Burlington, for the benefit of the entire Burlington community.

As a result of its Business operations, AMS creates a particular sanitary sewerage (the “AMS Effluent”) that (i) must be treated in accordance with the applicable laws, rules, and regulations of the State of Wisconsin, and (ii) then discharged into the Fox River that flows in the vicinity of the Integrated Property.

Attached hereto as Exhibit X is a copy of the written agreement (the “AMS Treatment Agreement”), dated June 8, 2016, previously entered into by the present parties, wherein AMS had the right, duty, and obligation to internally treat the AMS Effluent, in accordance with its then-existing separate Wisconsin Pollutant Discharge Elimination System (“WPDES”) permit issued to AMS by the State of Wisconsin Department of Natural Resources (“DNR”).

Once the AMS Effluent was so treated internally by AMS, the AMS treated effluent (the AMS Treated Effluent”) was then, under the provisions of the attached AMS Treatment Agreement (Exhibit X), discharged into a City sanitary sewer discharge main (the “City Main”) that discharged the AMS Treated Effluent directly into the Fox River, along with the treated effluent from the City.

At the present time, however, AMS is not in compliance with the discharge requirements and limits of its original WPDES permit issued to AMS by the DNR. AMS plans on remedying its internal effluent treatment process to again be in compliance, but until that compliance is attained AMS wishes to construct another sanitary sewer main (the “New Main”) that will connect to the City sanitary sewer system (the “City System”), where the AMS Effluent would then be discharged untreated into the City System, go to the City’s sanitary sewer treatment plant, for treatment by the City, and be then discharged by the City into the Fox River as a part of the City’s own effluent discharge.

In the future, it is the intention of the parties that AMS will have the option of (i) continuing to do its own internal treatment, in full compliance with the law, and then directly discharging its treated AMS Effluent into the Fox River under the terms and provisions of the AMS treatment Agreement (Exhibit X), and/or (ii) discharging its untreated AMS Effluent into the City System, through the New Main, for treatment by the City. AMS may utilize both alternative options, either separately and/or in a combined manner, as AMS may, from time to time, elect.

AMS wishes to construct the New Main (the “Project”) as outlined and described in the below-described engineering plans (the “Project Plans”) created by \_\_\_\_\_, with offices located at \_\_\_\_\_

\_\_\_\_\_. As a part of the Project, AMS wishes to contract directly with a private contractor, being \_\_\_\_\_, located at \_\_\_\_\_ (the “Contractor”) for the purpose of constructing the Project.

Once constructed by the Contractor and approved by the City, the New Main will continue to be owned and maintained privately by AMS (except for the hereinafter-described equipment and/or infrastructure), but connected to the City System. AMS shall, at its own cost and expense, keep the New Main, and all related infrastructure and equipment, in a good working condition. In the event AMS fails to do so, the City may take steps, at the cost and expense of AMS, to cure any failures of the New Main, and/or related infrastructure and equipment, without any prior notice to AMS being required for the City to do so.

The parties are entering into this present Agreement for such purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER DESCRIBED, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

1. Introduction is Correct. The foregoing “Introduction” is true and correct, and is hereby incorporated into this Agreement by reference.

2. Consent of the City. The City hereby grants permission to AMS and the Contractor to undertake and construct the Project as a private project (as opposed to a City project requiring compliance with the public bidding statutes.)

3. Construction Project. The Project shall be undertaken and done by Contractor, and AMS (as between AMS and the City) shall be solely responsible for the payment of all costs and expenses for the Project. The Contractor and AMS expressly understand and agree that the City

will not be liable or responsible in any manner for any of the said costs and expenses of the Project.

4. Compliance With Laws. The Project shall be undertaken and done in full compliance with:

- a) The terms and provisions of the Agreement; and
- b) All applicable governmental laws, rules, regulations, statutes, and ordinances; and
- c) All directives, rules, and regulations of the City, and its Administrator, Public Works Director, and the City's officers and authorized employees and agents (including, but not limited to, the consulting engineers of the City); and
- d) All drawings, plans, or diagrams required by and approved by the City; and
- e) The timely payment of all required sanitary sewer connection fees and any other fees/charges required under the ordinances of the City.

5. Approval of Plans. Prior to any work being done on the Project, (i) AMS shall first obtain the written approval from the City's engineers or all of the specifications, drawings, blueprints, diagrams, and plans for the Project (the "Project Plans"), and (ii) the Contractor shall first have a pre-construction meeting with the City's engineers regarding the Project. The Plans shall be of a type and format, and have such content, as the City's engineers may require. Additionally, the Project Plans shall also be submitted to the City's engineers in an electronic format approved by the City's engineers. AMS and Contractor expressly understand and agree that the Project shall be constructed and done in strict compliance with the Project Plans approved by the City's engineers.

6. Inspections. The Project shall be inspected by the City's engineers, and all costs of such inspections shall be paid for by AMS. The inspections to be done by the City's engineers shall primarily include, but not necessarily be limited to:

- a) The installation of the New Main and all related equipment and/or other infrastructure; and
- b) The connection of the New Main to the City System.

7. Inspection Logistics. The Contractor shall provide to the District its work schedule (the "Work Schedule") for the Project prior to any work on the Project being undertaken, such Work Schedule (i) to specify the times, dates, and type of work to be performed, and (ii) have a format and content satisfactory to the City's engineers. Except in exigent or emergency situations, the Work Schedule shall not be increased or expanded in time or scope of work without first providing to the City's engineers at least Forty-Eight (48) Hours prior written notice of such changes to the Work Schedule. AMS and Contractor understand that it is the intent of the City to have one or more inspectors at the construction site at all times that work on the Project is being performed. The City's engineers and/or their inspector(s) at the construction site shall have the full right and authority to stop work on the Project whenever they believe that any such work or materials are not in compliance with the approved Project Plans for the Project, and in such event the Contractor shall then immediately cure any such failure of compliance before proceeding with any other work on the Project. Notwithstanding the foregoing right and authority granted to the City's engineers (to stop the Project in the event of a failure compliance with the approved Project Plans), the parties to this Agreement expressly understand and agree that, as between the parties to this Agreement, the Contractor and/or AMS shall be the sole parties responsible for (i) all safety measures required for the Project, and (ii) the direction of all

laborers and personnel doing the work on the Project (except for the inspector(s) hired by the City's engineers), and (iii) all means and methods required to do the Project, and (iv) the timely and proper completion of the Project pursuant to the terms and provisions of this Agreement.

8. One-Year Guarantee. The Contractor hereby guarantees to the City and AMS that all work and materials furnished and performed on and for construction of the Project shall be free from defects for a period of One (1) Year from the date on which the Project is fully completed. This one-year guarantee, however, shall not in any manner limit, change, or amend any applicable statutes of limitation regarding the duties of AMS and/or the Contractor under this Agreement to construct the Project in strict compliance with the approved Project Plans for the same. In the event any defect(s) is discovered during such one-year time period, the City shall notify AMS in writing, and AMS shall cause such defect(s) to be corrected within Thirty (30) calendar days (or within such shorter period designated by the City of the public health and safety so require). If AMS shall fail to do so within such 30-day time period (or if the public safety sooner requires the remedied work to be done and AMS is not able to timely do so), then the City may cause such defect(s) to be corrected, with AMS being liable to the City for any costs incurred by the City in doing so, including any construction, engineering, legal, or administrative costs with respect to the said remedial work.

9. Connection to the City System. Upon the full completion of the Project, and upon the City's Public Works Director then approving the same in writing, the New Main, and any other related equipment and/or infrastructure, shall be connected to the City System.

10. Contingencies. This Agreement is expressly contingent upon the Project Plans being approved by all of the governmental bodies having jurisdiction in the matter. This shall include, but not be limited to, the written approval (with any conditions stated therein being satisfactory

to both AMS and the City, in their respective sole discretion) of the DNR, if so required under the law.

11. Reimbursement for Costs. AMS shall, within Thirty (30) Days after receiving a written itemized invoice(s) from the City for the same, reimburse and pay to the City all engineering, inspection, and legal costs reasonably incurred by the City with respect to the Project. This shall expressly include, but not be limited to, (i) all engineering costs incurred in the review of the Plans for the Project, and (ii) all inspection costs for the Project, and (iii) all legal costs of the City's attorney pertaining to the Project and/or the drafting of this Agreement.

12. Insurance. AMS shall, within Ten (10) calendar days after the date of this Agreement, and prior to any work on the Project being commenced, procure and then maintain during the entire Project policies of insurance that are satisfactory to the City. The City and the City's engineering firm shall, at the cost and expense of AMS, be named as additional insureds in such policies of insurance. AMS shall deliver to the City within the said 10-day time period described above in this paragraph, a written certificate(s) from the insurer(s) showing such insurance policies to be in effect.

13. Indemnification. AMS shall, and hereby does, agree to INDEMNIFY AND HOLD HARMLESS the City and its respective officials, consultants, contractors, employees, engineers, and/or all other agents, from and against any and all claims, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees) and any other liability of any nature whatsoever, that may arise, directly or indirectly, as a result of:

- a) The City entering into this Agreement; and/or
- b) AMS and Contractor undertaking and doing the Project; and/or

- c) AMS and/or Contractor failing to comply with any of the terms and provisions of this Agreement.

14. Connection Fee. The connection fee payable by AMS to the City, upon the connection of the New Main to the City System, shall be established and determined by the City in the manner described in attached Exhibit C. The terms and provisions of Exhibit C, which were prepared by the City's Public Works Director, are hereby incorporated into this Agreement by reference.

15. Contractor. The Contractor is executing this Agreement for the purpose of accepting and consenting to the duties and obligations imposed upon Contractor under this Agreement.

16. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, except, however, AMS, Integrated, and Contractor may not assign their rights, duties, and responsibilities under this Agreement to any other third party without first obtaining the prior written consent of the City, which consent the City may grant or deny in its sole discretion.

17. Grant of Inspection Rights by Integrated. Integrated shall, and hereby does, through this present Agreement, grant to the City full inspection rights in, on, over, and under the Integrated Property, for the purpose of (i) inspecting the Project infrastructure and equipment, and/or (ii) performing any emergency work on, or with respect to, the Project infrastructure and equipment, and/or (iii) performing any of its other contractual rights under this Agreement, and/or (iv) performing, and thereafter maintaining, repairing, and/or replacing, the infrastructure and equipment of the Project that is on, under, or in the vicinity of the Integrated Property, and/or (v) monitoring and testing the AMS Effluent flows. The cost of all such work done by the City shall be paid by AMS and/or Integrated.

18. Grant of Easement by City. The City shall, and hereby does, through this present Agreement, grant to AMS and Integrated a permanent easement (the “City Easement”) on the City lands shown and depicted in attached Exhibit D, for the purpose of AMS and Contractor constructing the New Main therein (and all related infrastructure and equipment), and the connection to the City System, and thereafter inspecting, maintaining, repairing, and or replacing the same, all at the cost and expense of AMS and/or Integrated, and all as approved in writing by the City prior to any such work being done.

19. Governing Law. This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin. The venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

20. Recording. Upon the execution of this Agreement by all of the parties, this Agreement shall be recorded by the City at the offices of the Register of Deeds for Racine County, Wisconsin.

IN WITNESS WHEREOF, the above-named parties, and the undersigned Contractor, either personally or through their duly authorized undersigned officers/representatives, have executed this Agreement as of the date indicated above.

CITY:  
City of Burlington

INTEGRATED:  
Integrated Lubricants of Wisconsin, Inc.

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

By: \_\_\_\_\_  
David Klesmith  
President

Attest: \_\_\_\_\_  
Diahnn Halbach  
City Clerk

AMS:  
Applied Material Solutions, Inc.

By: \_\_\_\_\_  
Tom Rebernak  
President

CONTRACTOR:  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authentication

Signatures of Jeannie Hefty, Mayor; Diahnn Halbach, City Clerk; David Klesmith; and

Tom Rebernak authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Atty. John M. Bjelajac  
Member of the State Bar  
of the State of Wisconsin

This Agreement drafted by  
Attorney John M. Bjelajac  
State Bar No. 1015325  
601 Lake Avenue  
Post Office Box 38  
(262)633-9800  
(City Attorney for the  
City of Burlington, Wisconsin)

Return to:  
Attorney John M. Bjelajac  
601 Lake Avenue  
Post Office Box 38  
Racine, Wisconsin 53401-0038

**EXHIBIT "A"**  
Legal Description

That part of the North 1/2 of Section 9, Township 2 North, Range 19 East of the Fourth Principal Meridian, said Land being in the Town (now City) of Burlington, County of Racine, State of Wisconsin, bounded as follows:

Commencing at an iron pipe in the Northwest corner of Section 9; run thence North along the West line of Section 4, 643.26 feet to an iron pipe; thence South 89° 09' East 1970.60 to a nail in the centerline of State Trunk Highway #83; thence South 23° 21' East along said centerline 1327.28 feet to a nail and the point of beginning of the following described parcel; thence East 1464.89 feet to an iron pipe; thence South 0° 29' East 443.71 feet to an iron pipe on the West right-of-way line of the Soo Line Railroad; thence South 36° 36' East 417.93 feet to a point on the West right-of-way line of the Soo Line Railroad and on the North line of the South 1/2 of the Northeast 1/4 of said Section 9; thence North 89° 28' West along said North line 1387.50 feet to a nail in the centerline of State Trunk Highway #83; thence North 23° 21' West along said centerline of 834.00 feet to the point of beginning. Excepting the Soo Line right-of-way. Further excepting those lands conveyed to the State of Wisconsin, Department of Transportation recorded as Document No. 1450643.

Tax Key No.: 206-02-19-09-003-000

Address: 1966 Pine Street South

(Signatures may be authenticated or acknowledged. Both are not necessary.)

**NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.**

**WARRANTY DEED**

**2003 STATE BAR OF WISCONSIN**

**FORM NO. 1-2003**

\*Type name below signatures

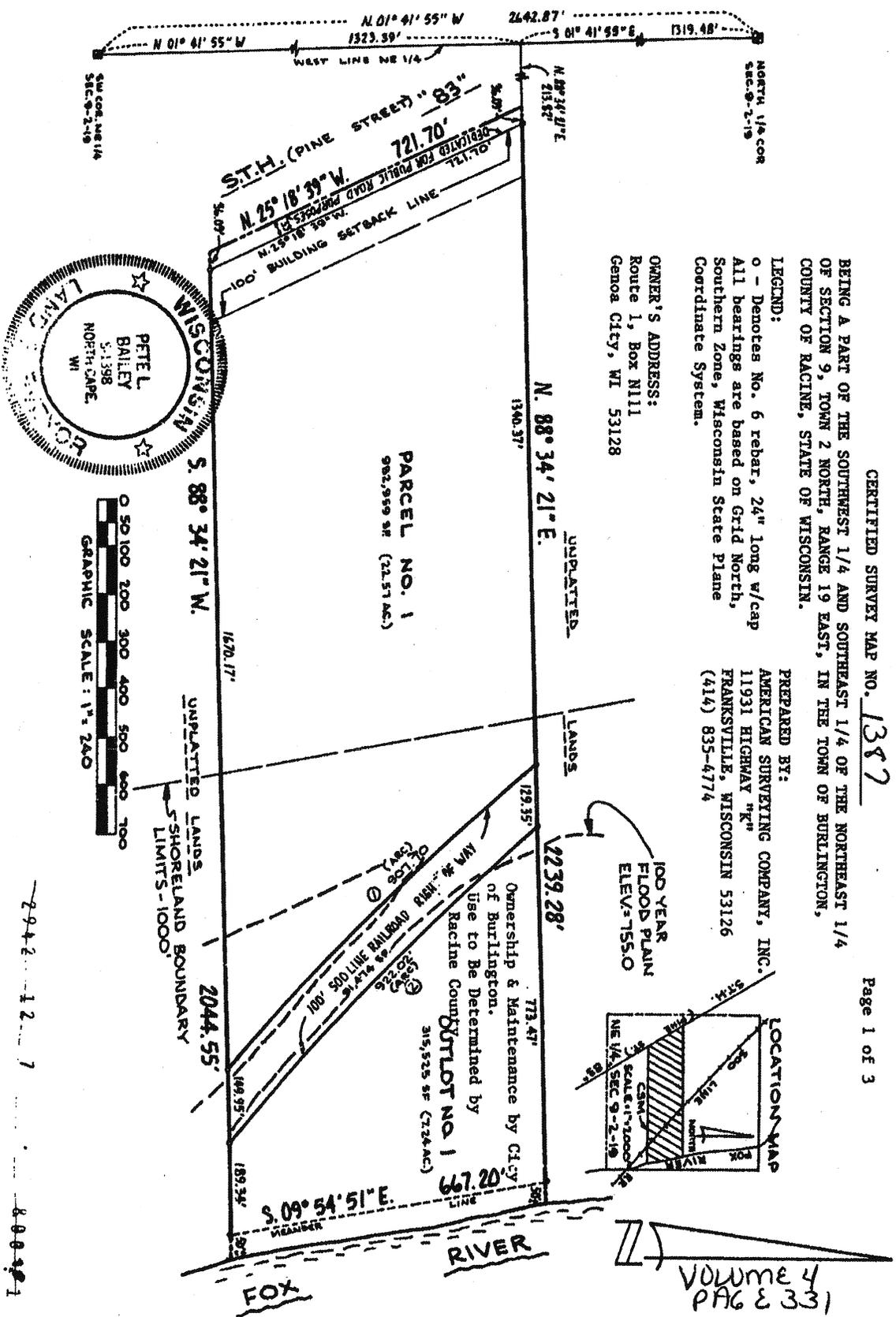
Register's Office  
Racine County, Wis.

Received for Record  
December 19 1988 at 9:55  
o'clock P.M. and recorded in Volume  
of 53M on page 331-334

*Edmund Schuttler*

1271844

7 21 1962



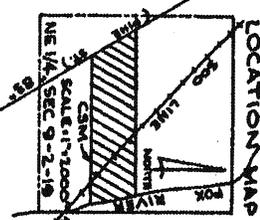
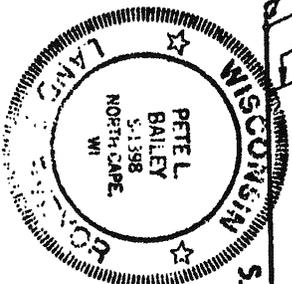
CERTIFIED SURVEY MAP NO. 1347

BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 19 EAST, IN THE TOWN OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

LEGEND:  
o - Denotes No. 6 rebar, 24" long w/cap  
All bearings are based on Grid North, Southern Zone, Wisconsin State Plane Coordinate System.

OWNER'S ADDRESS:  
Route 1, Box N111  
Genoa City, WI 53128

PREPARED BY:  
AMERICAN SURVEYING COMPANY, INC.  
11931 HIGHWAY "K"  
FRANKSVILLE, WISCONSIN 53126  
(414) 835-4774



Page 1 of 3

VOLUME 4  
PAGE 331

Stock No. 26273

CERTIFIED SURVEY MAP NO. 1387

Page 2 of 3

BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 19 EAST, IN THE TOWN OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

LOT NO.	ARC LENGTH	RADIUS LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	DEFLECTION ANGLE
1	907.70	6004.28	906.83	S 44°44'02" E	08°39'42"	04°19'51"
2	922.28	5904.28	921.08	S 45°39'59" E	08°56'50"	04°28'25"

SURVEYOR'S CERTIFICATE:

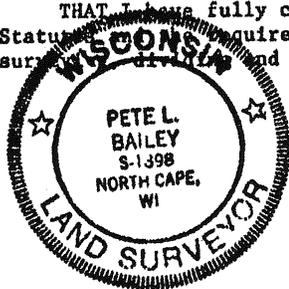
I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a tract of land in the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 9, Town 2 North, Range 19 East, in the Town of Burlington, County of Racine, State of Wisconsin. Commence at the North 1/4 corner of said Section; thence S 01°41'55" E, along the West line of said 1/4 Section, 1319.48 feet to a point; thence N 88°34'21" E, 213.82 feet to a point in the centerline of S.T.H "83" and the point of beginning; thence continuing N 88°34'21" E, 2239.28' to a point being 50' plus or minus west of the high water mark of the Fox River; thence S 09°54'51" E, 667.20 feet to a point being 50' plus or minus west of the high water mark of the Fox River; thence S 88°34'21" W, 2044.55 feet to a point in the centerline of S.T.H "83"; thence N 25°18'39" W, along said centerline, 721.70 feet to the point of beginning.

THAT such map is a correct representation of all the exterior boundaires of the land surveyed and the land-division thereof made.

THAT I have made such survey, land-division and map by the direction of the owners of said lands.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the requirements of the County of Racine and the Town of Caledonia in surveying, dividing and mapping the same.



*Pete L. Bailey*  
AMERICAN SURVEYING COMPANY, INC.  
PETE L. BAILEY, RLS NO. 1398  
Dated this 19th day of August, 1988.  
REVISED THIS 28th DAY OF SEPT. 1988

OWNER'S CERTIFICATE OF DEDICATION:

As owners, We here by certify that We caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. We also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Town of Burlington, County of Racine, Department of Planning and Zoning.

WITNESS the ahnd and seal of said owners this 24 day of August, 1988.

IN PRESENCE OF:

*A. R. ...*  
WITNESS

*August Buckle*  
WITNESS

*Robert S. Badame* (SEAL)  
ROBERT S. BADAME

*Rosemary C. Badame* (SEAL)  
ROSEMARY C. BADAME

VOLUME 4  
PAGE 332

CERTIFIED SURVEY MAP NO. 1387

Page 3 of 3

BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 19 EAST, IN THE TOWN OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION: (continued)

STATE OF WISCONSIN) SS  
WALWORTH COUNTY

Personall came before me this 30th day of August, 1988, the above named ~~ROBERT C. BADAME~~ AND ROSEMARY C. BADAME to me known to be the person who executed the foregoing instrument and acknowledge the same.

Donna K. Parker  
NOTARY PUBLIC, STATE OF WISCONSIN  
My commission expires 5-29-89

PLANNING COMMISSION APPROVAL:

APPROVED by the Planning Commission of the Town of Burlington on this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Cecil Ketterhagen  
CHAIRMAN

SECRETARY

TOWN BOARD APPROVAL:

APPROVED by the Town Board of the Town of Burlington on this 19th day of October, 1988.

Cecil Ketterhagen  
TOWN CHAIRMAN  
Marcel & Marcel Clark  
TOWN CLERK

COUNTY OF RACINE, DEPARTMENT OF PLANNING AND ZONING:

APPROVED by the County of Racine, Department of Planning and Zoning on this 6th day of September, 1988.

Frank A. Riederer  
PLANNING AND ZONING DIRECTOR

THIS INSTRUMENT WAS DRAFTED BY PETE L. BAILEY.

Pcl 1 002-02-19-09-002-110  
Outlot 1-  
002-02-19-09-002-120  
From all of-  
002-02-19-09-002-100

CITY OF BURLINGTON EXTRATERRITORIAL APPROVAL:

APPROVED BY THE Common Council of the City of Burlington on this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Steven Deauville  
MAYOR  
Ralph J. Eppinger  
City Clerk



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PAGE 333

**GENERAL ACKNOWLEDGMENT**

NO. 201

State of CA  
County of SF } ss.

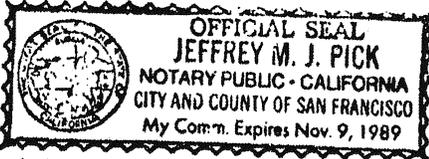
On this the 27 day of AVG 1988, before me,

JEFFREY M. J. PICK

the undersigned Notary Public, personally appeared

ROBERT S. BADAME

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) IS subscribed to the  
within instrument, and acknowledged that He executed it.  
WITNESS my hand and official seal.



VOLUME 4  
PAGE 334

Notary's Signature

*[Handwritten Signature]*

## **Exhibit C**

1. Sections 259-4 and 259-5 of the City of Burlington Municipal Code are attached to this exhibit for convenient reference. When and if those sections of the Municipal Code are amended and/or replaced in the future, such amended and/or replaced provisions shall apply.
2. AMS shall pay a sewer connection fee at the time of permit application for the connection to the City System as required by Section 259-4 and 259-5-A of the City of Burlington Municipal Code.
3. Per Section 259-5-B, the sewer connection fee shall be based upon the user's potential needed capacity, in terms of residential equivalent units (REUs), in the sewerage system. One (1) REU is equal to annual discharge of 87,600 gallons of wastewater.
4. Per Section 259-5-C(3), an interim REU for a non-residential property shall be calculated based on a waste disposal questionnaire submitted by the property owner, which includes an annual estimated volume of wastewater discharge. Based on the waste disposal questionnaire and discussions with AMS, the annual future expected discharge volume for AMS is 4,300,000 gallons. The interim REU calculation is therefore 49.5 units.
5. The connection fee, at the time of this agreement, is \$1,650.00 per REU. The total connection fee charged to AMS, at the time of permit application, for 49.5 REU shall be \$81,675.00.
6. Per Section 259-5-C(3)(d) and 259-5-C(3)(e), the City may recalculate the sewer connection fee following an evaluation of actual wastewater discharge over a twelve-month period. The City shall recalculate AMS' sewer connection fee (i) twenty-four (24) months after the date of connection, and (ii) shall do so reflecting only the actual wastewater discharge during the months that AMS has its internal treatment operations in effect. In the event AMS has not made operational an internal treatment system, the basis for the recalculation shall be the actual wastewater discharge during the most recent twelve (12) months.
7. Subject to the provisions of above paragraph 6, and Per Section 259-5-C(4), the City may recalculate the sewer connection fee at any time. The City intends to monitor AMS' wastewater usage on an annual basis and may recalculate the connection fee in accordance with the methodology described in 259-5-C(4). The intent of this recalculation is to ensure all appropriate connection fees are collected as AMS' operations may continue to change over time.

City of Burlington, WI  
Monday, May 13, 2019

## Chapter 259. Sewers

### Article I. General Provisions

#### § 259-4. Public sewer connections.

A. Mandatory sewer connection.

[Amended 11-19-2013 by Ord. No. 1973(7)]

- (1) Connection required. Each building usable for human habitation, occupancy, employment, recreation, or any other similar purpose that is located either adjacent to a sewer main or in a block through which the system extends shall connect, and shall remain connected, to the City's sewerage system within 180 days of written notice from the City, except as provided in Subsection **A(2)**.
- (2) Exceptions permitted. If City sewer service is not available, a building may be served by a seepage tank, provided that the building connects to the City's sewerage system when sewer service does become available.
- (3) Notification to connect. If a building is subject to the connection requirement of Subsection **A(1)**, the City shall serve on the owner of the building, personally or by certified mail, return receipt requested, a written notice of the need for the owner to connect the building, or cause the building to be connected, to the system. The notification shall specify the amount of any charge or fee to be paid by the owner, including the connection fee as required by § **259-5**, and, if necessary, the type, size, and method of connection with the public sewer to ensure a properly designed and constructed connection.
- (4) Payment of fees. Within 180 days after receipt of the notice, the owner shall pay all applicable charges, including the connection fee, and cause the connection to be made at his own expense in conformity with the requirements prescribed by §§ **259-3C** and **D** and **259-4C** to **E**. If the charges and fees are not paid within 180 days after receipt of notice, such charges shall be assessed as a special tax lien against the property. If the owner is unable to pay the applicable charges and fees in one sum, the owner may request that these costs be paid in a maximum of five equal annual installments with an interest rate to be established by the City's Common Council, but not more than 10% per annum, with the unpaid balance to be a special tax lien against the property, pursuant to § 281.45, Wis. Stats.
- (5) Owner's failure to connect.
  - (a) If an owner fails to comply with the connection notice under Subsection **A(3)** within 180 days, the City may take such steps as are available under the law to have the connection made.
  - (b) If the City causes the connection to be made, the City shall serve on the owner, after the work is fully completed, a detailed statement of the items of cost for the connection, including reasonable actual attorneys' fees, administrative expenses, and any other appropriate charges or fees, including the connection fee required by § **259-5**. The owner shall pay these costs within 30 days after receipt of the City's statement. If the owner fails

to pay these costs within the permitted time period, the City may assess all of the costs as a special tax against the benefited property, provided the owner has not filed a written option as permitted by Subsection **A(5)(c)**.

- (c) Within 30 days after the City's completion of the connection work, the owner may file a written option with the City Clerk stating that he/she cannot pay the outstanding installation costs, including any other applicable charge and the connection fee, in one sum and requesting that these costs and fees be levied in a maximum of five equal installments with an interest rate to be established by the City's Common Council, but not more than 10% per annum from the date of completion of the work. Any unpaid balance shall become a special tax lien against the property in accordance with the authority of § 281.45, Wis. Stats.
- B. Application.**
- (1) Application required. No person shall connect any building or other point source to the City's sewerage system without first filing a written application with the City. Nonresidential users are also required to submit a waste disposal questionnaire form. (See Appendix D of this chapter. <sup>[1]</sup>) Forms may be obtained from the Building Inspector. If the applicant is not the owner of the premises, written consent of the owner must accompany the application. If the applicant also intends to file an application for a building permit, the sewer connection application shall be filed at the same time.
- <sup>[1]</sup> *Editor's Note: Appendix D is on file at the City Clerk's office.*
- (2) Approval of application.
- (a) New connections to the City's sewerage system shall be allowed only if:
- [1] Sufficient capacity in all downstream wastewater collection and treatment facilities is available;
- [2] The proposed sewer service is adequate for the contemplated use;
- [3] The connection is adequately designed and will be properly constructed; and
- [4] The connection fee required by § **259-5** and any other outstanding charges have been paid.
- (b) If all of these conditions are reasonably satisfied, the application shall be approved and a permit for the sewer services shown on the application shall be issued.
- (3) Denial of application. If any of the conditions under Subsection **B(2)** are not adequately met, the application shall be rejected. The applicant may appeal this decision to reject the application in accordance with the procedures prescribed by § **259-33**.
- C. Cost of connection.** The owner of the building or point source shall be responsible for all costs necessary to make the connection, including the installation of the connection.
- D. Connection sewer grade.** Whenever possible, the connection sewer shall be brought to the building at an elevation below the basement floor. If a building drain is too low to permit gravity flow to the public sewer, domestic wastewater carried by such building drain shall be lifted by an approved means and discharged to the connection sewer. Grinder pumps shall be installed and maintained by the property owner at the property owner's expense.
- E. Plumbing.**<sup>[2]</sup>
- (1) Conformance to Plumbing Code.

- (a) The Wisconsin Plumbing Code and any other applicable rules and regulations of the City shall govern the materials and method of installation of connection sewers and laterals, including but not limited to:
    - [1] Size, slope, alignment, pipe placement, and materials of construction;
    - [2] Excavation and backfilling of trench; and
    - [3] Method of jointing and testing, and effectiveness (i.e., gastight and watertight) of the connection to the public sewer.
  - (b) Any deviation from the prescribed procedures and materials must be approved by the City before installation.
- (2) Licensed plumbers. No person shall do any plumbing or pipe fitting work in connection with the City sewerage system without a Wisconsin plumber's license or without written permission from the City. Plumbers shall provide the City with proof of such authorization, upon demand.
  - (3) Notification of blockage. Plumbers shall notify the City whenever any blockage in a user's connection sewer is discharged into the City sewerage system.
- [2] *Editor's Note: See also Ch. 243, Plumbing.*
- F. Applicability of other requirements. The requirements and conditions prescribed by § 259-3C and D shall apply to all sewer connection work.
  - G. Backflow preventor. All floor drains in buildings subject to backflow from the sanitary sewer system shall have a backflow prevention valve installed at the owner's expense.
  - H. Maintenance of services. An owner shall maintain the building drain and connection sewer, including all controls, in good repair and free from defects at his own risk and expense. An owner shall additionally keep his connection sewer protected from frost and shall prevent any unnecessary overburdening of the City's sewerage system.
  - I. Owner use only. No owner shall allow any other person or other services to connect to the City's sewerage system through his connection sewer.
  - J. Use of old building sewers. An owner may use an old connection sewer for purposes of a new building, provided that the City finds the existing connection sewer meets all requirements of this section. The owner may also be required to pay a connection fee under § 259-5.
  - K. Vacating of premises and discontinuance of service. Whenever any building or other point source served by the City's sewerage system is to be vacated, or whenever an owner desires to discontinue sewer service, the owner shall notify the City in writing. The owner of the building or point source shall be liable for any loss or damage to the property of the City's system directly or indirectly caused by or resulting from the vacation or discontinuance. The owner, however, shall not be responsible for any damages if caused directly through the fault of the system or any City employee or agent.

## § 259-5. Connection fees.

- A. Establishment of fees. A connection fee shall be collected by the City from all new connections to the sewerage system or existing wastewater connections which have a change in operations or activity resulting in the utilization of additional sewerage system capacity. The imposition of connection fees is intended to ensure that sewerage system capital costs are fairly apportioned between current and future users.

- B. Amount of fee. The connection fees shall be based upon the user's potential needed capacity, in terms of residential equivalent units (REUs), in the sewerage system. The schedule of connection fees shall be as set forth below.
- C. Schedule of connection fees.
- (1) Connection fee per residential equivalent unit (REU).
- (a) All connections except those in extraterritorial sanitary districts: an amount per REU as set by the Common Council.<sup>[1]</sup>  
*[1] Editor's Note: See Fee Schedule on file at the City Clerk's office.*
- (b) Connection fees for users in extraterritorial sanitary districts shall be as set forth in the applicable intermunicipal agreement.
- (2) Residential equivalent unit for residential development will be assigned as follows:
- (a) Single-family residence: one REU.
- (b) Multifamily dwellings (duplex, apartments or condominiums):
- [1] Each unit with three or more bedrooms: one REU.
- [2] Each unit with two bedrooms: 0.75 REU.
- [3] Each unit with one bedroom or less: 0.5 REU.
- (3) Nonresidential development fees for nonresidential properties will be determined as follows:
- (a) The property owner shall submit on waste disposal questionnaire forms provided by the City a good faith estimation of the intended water and sewer usage for any nonresidential development. A copy of the waste disposal questionnaire is included in Appendix D of this chapter.<sup>[2]</sup>  
*[2] Editor's Note: Appendix D is on file at the City Clerk's office.*
- (b) Based on the information supplied by the property owner, the City shall estimate the annual projected wastewater flow and calculate the number of residential equivalent units for that property. The number of REUs shall be determined by dividing the estimated wastewater flow by the annual flow of the average residential user. The minimum REU for any account shall not be less than 1.00 REU. Upon completion of the REU computations, all REUs will be rounded up to the nearest 0.50 REU.
- (c) Based upon the number of REUs calculated in Subsection **C(3)(b)**, the City shall calculate and impose an interim sewer connection fee under the schedule set forth in Subsection **C(1)**.
- (d) Since the charge determined under Subsection **C(3)(a)** and **(b)** above is based upon estimated usage, the City shall have the right to recalculate the charge based upon actual usage for a twelve-month period. At any time after initial connection to the system and establishment of a nonresidential account, the City may review the account history to determine the highest actual recorded usage in a twelve-month period.
- (e) Based upon the information obtained under Subsection **C(3)(d)**, the City shall recalculate the number of residential equivalent units and may recalculate the charge pursuant to Subsection **C(3)(c)**, provided that the recalculated REU estimate exceeds the current one by at least one REU. If the recalculated charge exceeds the original charge, the difference between the recalculated charge and the amount paid for the original charge shall become due and payable at the time the adjustment is made. There will be no refund notwithstanding the result of the recalculation.

- (4) Connected properties. Each existing property connected to the sewerage system that has a change in operations or activity which results in the utilization of additional sewerage system capacity will be evaluated, on a case-by-case basis, to determine the imposition of a connection fee. The charge shall be based upon the estimated annual usage for the sewer customer operating on the premises reduced by a credit for sewer system capital charges paid through prior connection fees or sewer user charges. The following methodology shall be incorporated into a determination of connection fees for existing properties previously connected to the sewerage system where a change in operations or activity takes place:
- (a) An estimate shall be made of projected future annual usage, in terms of REUs, for the customers utilizing the subject property.
  - (b) The City shall determine if a previous connection fee has been imposed upon the subject property. If a prior connection fee has been paid, the number of REUs determined in Subsection **C(4)(a)** shall be reduced by the total number of REUs on which the previous charge was based. The net number of incremental REUs shall be the basis for the connection fee computation.
  - (c) If the property was developed prior to the inception of the connection fee and no connection fee was paid for the property, then a credit shall be given for the estimated sewer system capital charges previously paid. The estimated contribution toward system capital cost shall be based upon historical sewer usage. The most recent two-year period for which the property had operating activity shall serve as the basis for the credit. The average annual usage in terms of REUs shall be deducted from the number of REUs computed according to Subsection **C(4)(a)** to yield the net number of incremental REUs subject to the connection fee.
  - (d) If the net incremental REUs calculated in Subsection **C(4)(c)** are greater than or equal to two REUs, they shall be multiplied by the charge in Subsection **C(1)(a)** to determine the connection fee. If the net incremental REUs are less than two REUs, no additional connection fee will be charged.
- D. Administration. The Building Inspector shall be responsible for the administration and collection of the connection fee. This fee shall be paid directly to the Building Inspector at the time application is made to him for a building permit or, if no building permit is needed, at the time an application is filed for a permit to connect into the City's wastewater collection system.
- E. Review of fees. The connection fees may be reviewed and, if necessary, adjusted by December 31 of each year for the ensuing calendar year. This year-end review shall not preclude the City from adjusting the connection fee at any other time during the year.
- F. Use of fees. All connection fees received by the City shall be deposited in a segregated interest-bearing account and shall, at the discretion of the City, be used for the future capital needs of the sewerage system or the retirement of outstanding system debt.



VICINITY MAP

# SANITARY FORCE MAIN PLANS FOR APPLIED MATERIAL SOLUTIONS BURLINGTON, WI

**SHEET INDEX**

- C000 TITLE SHEET & VICINITY MAP
- C200 FORCE MAIN PLAN AND PROFILE
- C201 INTERIOR SITE PLAN
- C300 CONSTRUCTION DETAILS

**BENCHMARKS**

CP 101	EL. 775.58	N: 158797.9570	E: 512776.1460
CP 102	EL. 773.10	N: 158954.4890	E: 512654.1970

**CONTACT INFORMATION**

<b>COMPANY NAME</b>	<b>ADDRESS</b>	<b>CONTACT</b>	<b>PHONE</b>	<b>EMAIL</b>
LYNCH & ASSOCIATES	440 MILWAUKEE AVE. BURLINGTON, WI 53105	TIMOTHY LYNCH, P.E.	262.402.5040	tlynch@lynch-engineering.com

**REVISIONS**

NO.	REVISION	DATE
-	-	00.00.00



SANITARY FORCE MAIN PLANS FOR  
**APPLIED MATERIAL SOLUTIONS**  
BURLINGTON, WI

**LYNCH & ASSOCIATES**  
ENGINEERING CONSULTANTS, LLC

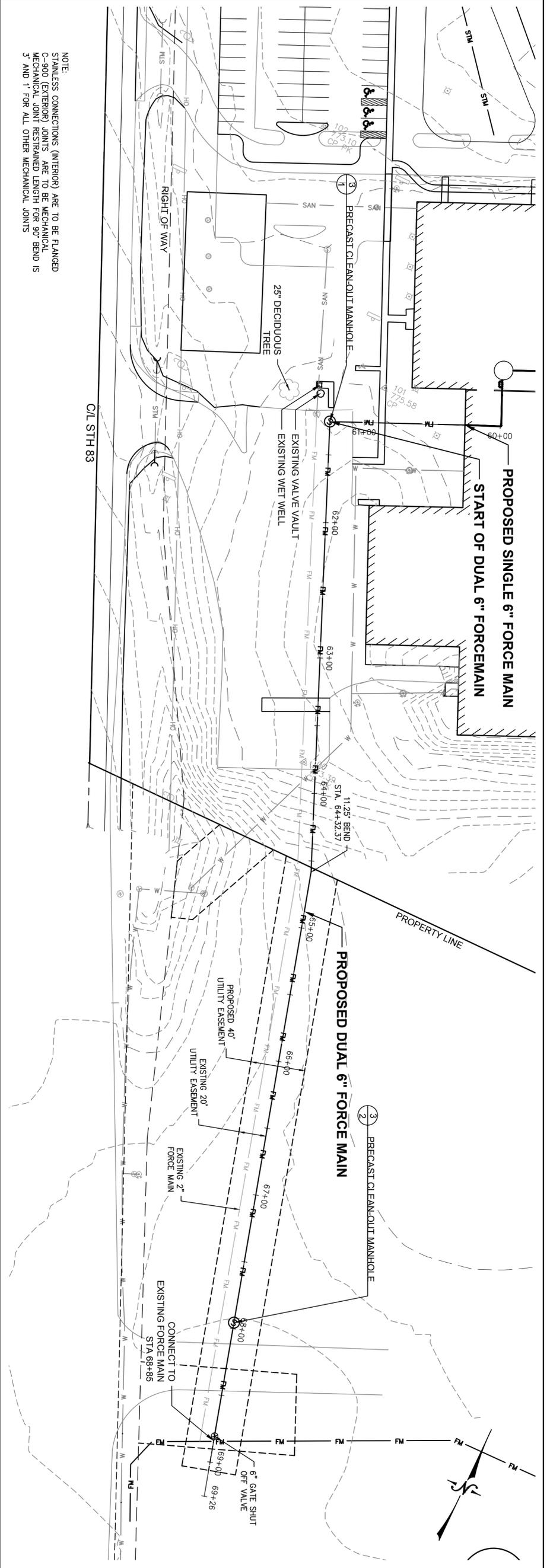
**ISSUED FOR REVIEW**

PLAN DATE 2.21.2019

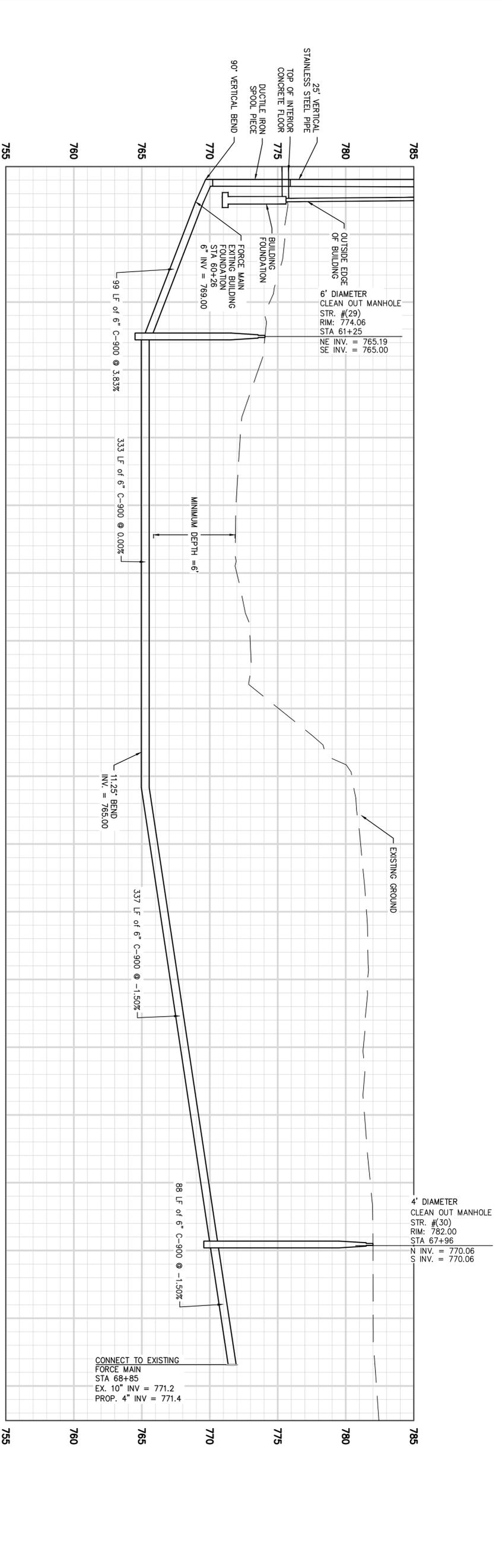
PROJECT NO. 15-035

SHEET NO.

**C000**



NOTE:  
STAINLESS CONNECTIONS (INTERIOR) ARE TO BE FLANGED C-900 (EXTERIOR) JOINTS ARE TO BE MECHANICAL MECHANICAL JOINT RESTRAINED LENGTH FOR 90° BEND IS 3' AND 1' FOR ALL OTHER MECHANICAL JOINTS



FORCE MAIN PLAN AND PROFILE			
NO.	REVISIONS	BY	DATE

SANITARY FORCE MAIN PLANS FOR  
**APPLIED MATERIAL SOLUTIONS**  
BURLINGTON, WI

**LYNCH & ASSOCIATES**  
ENGINEERING CONSULTANTS, LLC

<b>ISSUED FOR REVIEW</b>	PLAN DATE	2.21.2019
	DESIGNED BY	TCL
	SCALE	40'
	PROJECT NO.	15-035
SHEET NO.		<b>C200</b>

(Draft: 4/14/16)

AGREEMENT FOR THE COMBINED DISCHARGE  
OF SEWERAGE EFFLUENT

This Agreement ("Agreement") is made and entered into this 8th day of June, 2016 by and between the following parties:

- a) The CITY OF BURLINGTON (hereinafter referred to as the "City"), being a Wisconsin municipal corporation with its offices located at the City of Burlington City Hall, 300 North Pine Street, Burlington, Wisconsin 53105; and
- b) INTEGRATED LUBRICANTS OF WISCONSIN, INC. (hereinafter referred to as "Integrated"), being a corporation with offices located at 1001 East Centralia Street, Elkhorn, Wisconsin 53121; and
- c) APPLIED MATERIAL SOLUTIONS, INC. (hereinafter referred to as "AMS"), being an Illinois corporation, with offices located on the below-described "Integrated Property".

Introduction

Integrated is the sole record-title owner of a parcel of real property described as follows:

- a) A parcel of property located in the City of Burlington, Racine County, Wisconsin, having tax parcel number 51-206-02-19-09-003-000, and having the legal description contained in attached Exhibit A, and depicted in the diagram shown in Exhibit A (the "Integrated Property").

- b) Improved with a commercial manufacturing building (the “Building”), having a street address of 1956 South Pine Street, Burlington, Wisconsin 53105.
- c) Occupied and used by AMS for its below-described “Business”.

The City is the sole record-title owner of a parcel of real property (the “City Parcel”) described as follows:

An unimproved tract of land located immediately adjacent to, and south of, the Integrated Property, having tax parcel number 51-206-02-19-09-002-110, and shown as “Parcel No. 1” in Certified Survey Map No. 1387 attached hereto as Exhibit B.

AMS produces colloidal silica defoamers and associated products for a variety of industries, including food and beverage, pharmaceutical, pulp and paper, water treatment, oil, and gas. Collectively, the AMS business is hereinafter referred to as the “Business”.

The City is working with AMS to support AMS’ Business, and AMS is, in turn, seeking to establish at least a part of its Business operations in the City of Burlington, for the benefit of the entire Burlington community.

As a result of its Business operations, AMS creates a particular sanitary sewerage (the “AMS Effluent”) that (i) must be treated in accordance with the applicable laws, rules, and regulations of the State of Wisconsin, and (ii) then discharged into the Fox River that flows in the vicinity of the Integrated Property.

To accomplish the treatment of the AMS Effluent, AMS has installed the necessary equipment and created the necessary operational procedures (collectively, the “AMS Treatment System”) to treat the AMS Effluent, in accordance with all of the laws, rules, and regulations of Wisconsin, on site on the Integrated Property.

Once the AMS Effluent is treated by the AMS Treatment System, the City and AMS (and Integrated) have agreed that the AMS treated effluent (the “AMS Treated Effluent”) may be discharged into the Fox River by AMS constructing a sanitary sewer main (the “AMS Main”) that connects the AMS Treatment System to the sanitary sewerage discharge main (the “City Main”), which is used by the City to discharge the City’s treated sanitary sewerage (the “City Treated Effluent”) into the Fox River. In this fashion, both the AMS Treated Effluent and the City Treated Effluent will be discharged, in a combined manner, into the Fox River through the City Main (the “Combined Discharge”).

The use by AMS of the AMS Treatment System and the proposal with the City for the Combined Discharge have been approved by the State of Wisconsin Department of Natural Resources (the “DNR”), as indicated in the DNR letter (the “DNR Letter”) dated March 25, 2016 that is attached hereto as Exhibit C.

The DNR Letter indicates that AMS has been issued a Wisconsin Pollutant Discharge Elimination System (“WPDES”) permit for the foregoing AMS treatment/discharge systems, the AMS WPDES permit (the “AMS Permit”) having Permit No. WI-0065684-01. The present WPDES permit that the DNR has issued to the City (the “City Permit”) is Permit No. WI-0022926-09-0.

To accomplish the Combined Discharge described above, the AMS Main will (i) traverse from the Integrated Property, (ii) onto the City Parcel, and then connect to the City Main. The location of the installed AMS Main traversing the City Parcel is depicted in attached Exhibit D. Such location of the AMS Main on the City Parcel is hereinafter referred to as the “Route”.

AMS/Integrated wishes to enter into an agreement with the City, and the City wishes to enter into an agreement with AMS/Integrated, that allows AMS/Integrated to (i) construct and

use the AMS Main as described above, and (ii) connect the AMS Main to the City Main for the Combined Discharge described above. Integrated, AMS, and the City are entering into this present Agreement for such purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER DESCRIBED, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

1. “Introduction” is Correct. The foregoing “Introduction” is true and correct, and is hereby incorporated into this Agreement by reference, along with its Exhibits A, B, C, and D.

#### Grant of Easement Rights

2. Grant of Easement Rights. The City hereby grants to Integrated, and to its successors and assigns in title to the Integrated Property, an easement (the “Easement”) that (i) is Forty Feet (40’) wide, and (ii) centered on the AMS Main constructed in the Route on the City Parcel (the “Easement Area”). The Easement Area has the legal description and is depicted in the diagram attached hereto as Exhibit D. This Easement is granted for the purpose of allowing Integrated to construct, install, operate, maintain, repair, and/or replace the AMS Main located in the Easement Area, subject to the terms and provisions of this Agreement.

3. City’s Use of the Easement Area. Provided that no damage is done to the AMS Main, the City may use the Easement Area in any manner as the City may from time to time elect, including, but not limited to, the construction of a road and/or driveway over the Easement Area. The City shall not, however, construct any type of permanent building in the Easement Area.

When and if Integrated would ever need to disturb or destroy any pavement, road/driveway surface, and/or landscaping installed by the City on the Easement Area, Integrated (and not the City) shall be responsible for any restoration of the disturbed area, at Integrated's own cost and expense, to the condition of the Easement Area existing just prior to the said work.

4. Good Working Condition. Integrated shall, at its own cost and expense, keep the AMS Main, as well as the portion of the AMS Main and related infrastructure located on the Integrated Property, (i) in a good working condition, and (ii) in full compliance with all directives, rules, regulations, laws, and/or ordinances of the State of Wisconsin and/or the City of Burlington. The City may, at any time and at the cost and expense of the City, inspect and/or test the entire AMS Main (whether located on the Integrated Property and/or the City Parcel) to ensure the compliance of the AMS Main with the foregoing provisions.

5. Emergency Repairs. In the event that there is an emergency (as determined by the City) that requires a repair or replacement to the AMS Main (and including the portion of the AMS Main and related infrastructure located on the Integrated Property), the City (whether through its employees or an independent contractor(s)) may take immediate steps to undertake such emergency repair/replacement work, without any prior notice to Integrated being required with respect to such emergency work. (In the event of such an emergency, the City shall attempt to notify Integrated of the same, but any such notice to Integrated is not a condition precedent for the City to undertake the emergency work in question.) Integrated shall then reimburse the City for the reasonable costs incurred by the City in performing such emergency work.

6. Access to Easement Area. Integrated, and its contractors, employees, consultants, and agents, are hereby given the right to go upon the Easement Area to inspect, operate, maintain, repair, and/or replace the AMS Main. If any portion of the AMS Main is located in a fenced-in

area on the City Parcel, however, Integrated shall first have the City open the fence gate before going onto that portion of the Easement Area.

7. Runs with the Land. The foregoing grant of Easement rights shall, subject to the terms of this Agreement, run with the land of the Integrated Property and the City Parcel and shall be binding upon and shall inure to the benefit of the parties hereto, and their successors or assigns.

Combined Discharge

8. Compliance with the Law. Both the City and AMS shall fully and timely comply with all of the laws, rules, directives, and regulations of the State of Wisconsin (including, but not limited to, the DNR), with respect to:

- a) The operation of their respective sanitary sewer treatment facilities;
- b) The treatment of their respective sanitary sewerage/effluent;
- c) Compliance with their respective WPDES Permits issued by the DNR to the City and to AMS.

9. Construction of the AMS Main. AMS/Integrated shall construct, install, maintain, repair, and/or replace the AMS Main, at AMS/Integrated's own cost and expense, in full compliance with:

- a) The provisions of the DNR Letter (Exhibit C); and
- b) The provisions of its AMS Permit issued by the DNR; and
- c) The specifications, drawings, diagrams, and construction details approved by the City prior to any such work being commenced by AMS/Integrated.

10. Emergency Action. In the event that (i) there is a failure of compliance with the provisions of above Paragraph 8 with respect to the Combined Discharge coming out of the City Main and into the Fox River, and (ii) in the further event such failure of compliance is caused by the failure of AMS to conduct its AMS Treatment System in compliance with the provisions of above Paragraph 8, then the City (whether through its employees or an independent contractor(s)) may take immediate steps to stop the flow of the AMS Treated Effluent into the City Main. Except in the case of an emergency, the City shall try to first give AMS oral and/or written notice of the remedial steps proposed by the City (i.e. to stop the AMS Treated Effluent from flowing into the City Main), but any such prior notice is not a condition precedent for the City to take such steps.

11. Repair/Replacement of the City Main. At such time(s) as the City (in the City's sole discretion) elects to undertake maintenance, repairs, and/or replacements of that portion of the City Main through which AMS Treated Effluent flows into the Fox River, then:

- a) Such work shall be done by the City, as a City project (the "Project"); and
- b) AMS shall reimburse the City for its share of the actual final costs of the Project (including legal, engineering, consulting, and construction costs) attributable to the portion of the City Main so used by AMS, and further based on the percentage that the AMS Effluent Treatment flow bears to the total effluent flow coming out of the City Main and into the Fox River.
- c) The City shall provide to AMS copies of any and all documents pertaining to the Project that AMS may reasonably request.

Further Provisions

12. Term of the Agreement. This Agreement shall continue to be in effect indefinitely unless and until one of the following events occurs:

- a) The parties agree in writing to amend and/or cancel this Agreement; or
- b) The City, as a part of any redesign and/or reconstruction of its presently-existing sanitary sewerage facilities, determines, in its sole discretion, that the City Main is no longer needed for the City's sanitary sewerage system, and/or the City Main needs to be relocated; or
- c) The City is ordered by a governmental body (including, but not limited to, the DNR) to discontinue the use of the City Main and/or its discharge of effluent into the Fox River.

13. DNR Testing. The parties to this Agreement shall cooperate and coordinate with each other with respect to any testing and/or inspection requirements imposed by the DNR (or any other governmental body) of the AMS Main and/or the City Main, and/or the sanitary sewerage treatment facilities of AMS and/or the City.

14. Mutual Indemnification. Integrated, AMS, and the City shall, and hereby do, indemnify and hold each other harmless from and against any costs, expenses (including, but not limited to, reasonable actual attorney fees), claims, damages, judgments, and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of any failure of a party to fully and timely fulfill any obligation imposed upon that party under this Agreement.

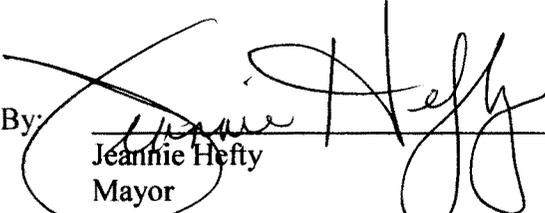
15. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, Integrated, AMS, and the City, and their respective successors and/or assigns.

16. Recording. Upon the execution of this Agreement by all of the parties, this Agreement shall be recorded by the City at the offices of the Register of Deeds for Racine County, Wisconsin.

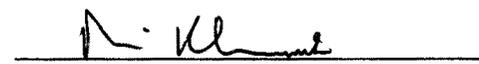
17. Wisconsin Law and Venue. This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin (without giving effect to its conflict of law provisions). The venue for any legal action arising under and/or pertaining to this Agreement shall solely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

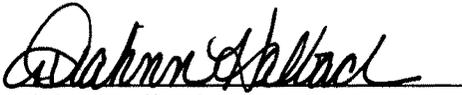
IN WITNESS WHEREOF, the above-named parties, either personally or through their duly authorized undersigned officers/representatives, have executed this Agreement as of the date indicated above.

CITY:  
City of Burlington

By:   
Jeannie Hefty  
Mayor

INTEGRATED:  
Integrated Lubricants of Wisconsin, Inc.

By:   
~~Tom Rebernak~~ David Klesmith  
President

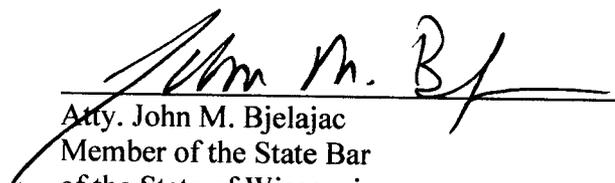
Attest:   
Diahnn Halbach  
City Clerk

AMS:  
Applied Material Solutions, Inc.

By:   
TOM REBERNAK  
PRESIDENT

Authentication

Signatures of Jeannie Hefty, Mayor; Diahnn Halbach, City Clerk; David Klesmith;  
and Tom Rebernak authenticated this 10<sup>th</sup> day of June, 2016.

  
Atty. John M. Bjelajac  
Member of the State Bar  
of the State of Wisconsin

This Agreement drafted by  
Attorney John M. Bjelajac  
State Bar No. 1015325  
601 Lake Avenue  
Post Office Box 38  
(262)633-9800  
(City Attorney for the  
City of Burlington, Wisconsin)

Return to:  
Attorney John M. Bjelajac  
601 Lake Avenue  
Post Office Box 38  
Racine, Wisconsin 53401-0038

**EXHIBIT "A"**  
Legal Description

That part of the North 1/2 of Section 9, Township 2 North, Range 19 East of the Fourth Principal Meridian, said Land being in the Town (now City) of Burlington, County of Racine, State of Wisconsin, bounded as follows:

Commencing at an iron pipe in the Northwest corner of Section 9; run thence North along the West line of Section 4, 643.26 feet to an iron pipe; thence South 89° 09' East 1970.60 to a nail in the centerline of State Trunk Highway #83; thence South 23° 21' East along said centerline 1327.28 feet to a nail and the point of beginning of the following described parcel; thence East 1464.89 feet to an Iron Pipe; thence South 0° 29' East 443.71 feet to an iron pipe on the West right-of-way line of the Soo Line Railroad; thence South 36° 36' East 417.93 feet to a point on the West right-of-way line of the Soo Line Railroad and on the North line of the South 1/2 of the Northeast 1/4 of said Section 9; thence North 89° 28' West along said North line 1387.50 feet to a nail in the centerline of State Trunk Highway #83; thence North 23° 21' West along said centerline of 834.00 feet to the point of beginning. Excepting the Soo Line right-of-way. Further excepting those lands conveyed to the State of Wisconsin, Department of Transportation recorded as Document No. 1450643.

Tax Key No.: 206-02-19-09-003-000

Address: 1856 Pine Street South

(Signatures may be authenticated or acknowledged. Both are not necessary.)

**NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.**

**WARRANTY DEED**

**2003 STATE BAR OF WISCONSIN**

**FORM NO. 1-2003**

\*Type name below signatures

00000000

1 21 1962

1271844

CERTIFIED SURVEY MAP NO. 1387

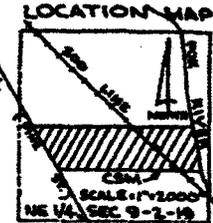
Page 1 of 3

BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 19 EAST, IN THE TOWN OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

LEGEND:  
o - Denotes No. 6 rebar, 24" long w/cap  
All bearings are based on Grid North, Southern Zone, Wisconsin State Plane Coordinate System.

PREPARED BY:  
AMERICAN SURVEYING COMPANY, INC.  
11931 HIGHWAY "K"  
FRANKSVILLE, WISCONSIN 53126  
(414) 835-4774

OWNER'S ADDRESS:  
Route 1, Box N111  
Genoa City, WI 53128



100 YEAR FLOOD PLAIN  
ELEV.=755.0

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PAGE 331

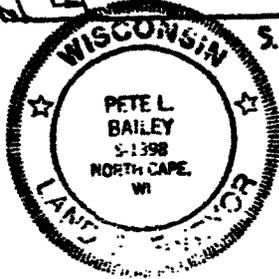
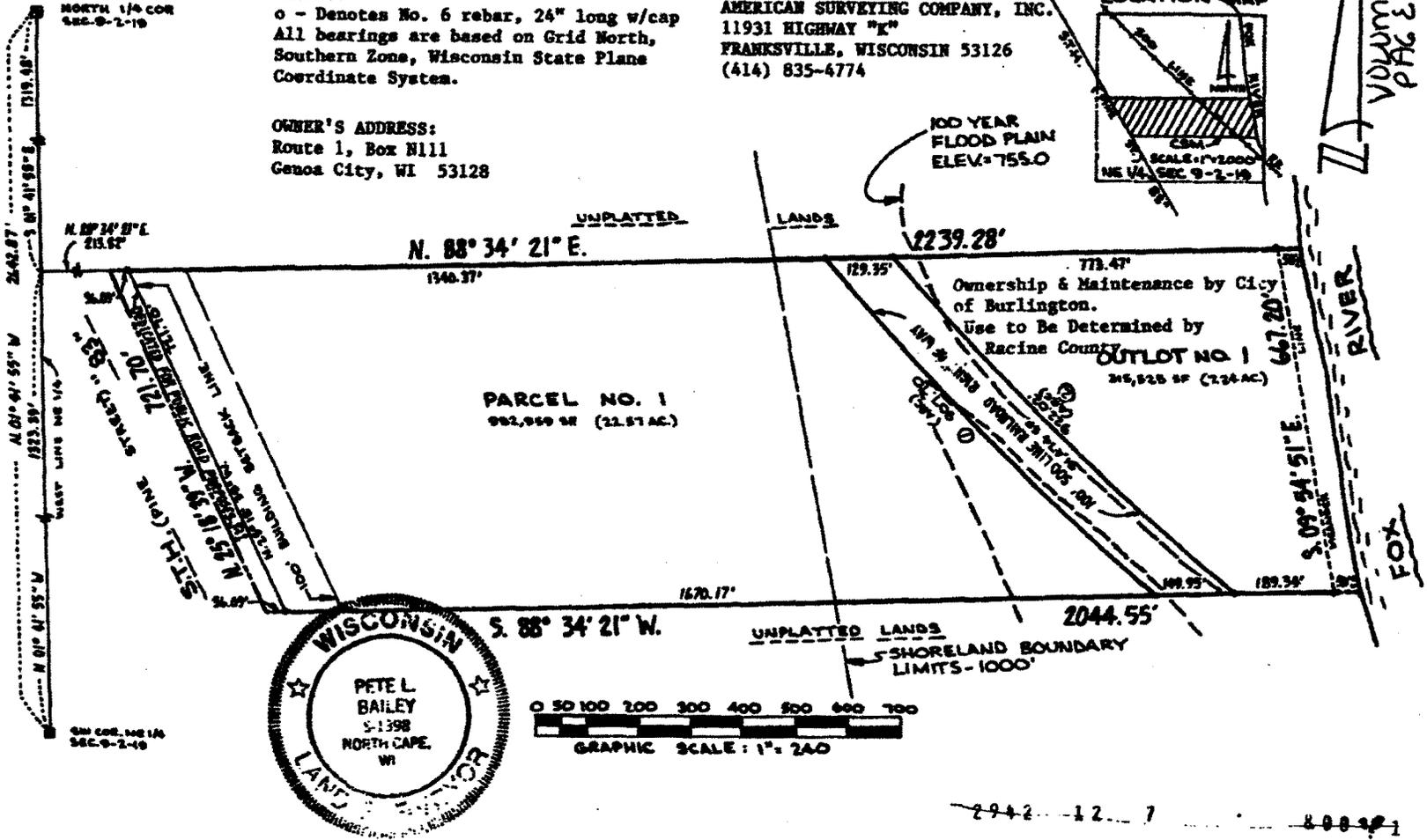
EXHIBIT B  
Page 1 of 4

Sheet No. 26273

Register's Office  
Racine County, Wis.

Received for Record  
December 13, 1962 at 4:55  
o'clock P.M. and recorded in Volume  
of 5300 on page 33E334

*Pete L. Bailey*



2942-12-7 8000-1

Stock No. 26273

CERTIFIED SURVEY MAP NO. 1387

Page 2 of 3

BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF  
THE NORTHEAST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 19 EAST,  
IN THE TOWN OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

LOT NO.	ARC LENGTH	RADIUS LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	DEFLECTION ANGLE
1	907.70	6004.28	906.83	S 44°44'02" E	08°39'42"	04°19'51"
2	922.28	5904.28	921.08	S 45°39'59" E	08°56'50"	04°28'25"

SURVEYOR'S CERTIFICATE:

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a tract of land in the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 9, Town 2 North, Range 19 East, in the Town of Burlington, County of Racine, State of Wisconsin. Commence at the North 1/4 corner of said Section; thence S 01°41'55" E, along the West line of said 1/4 Section, 1319.48 feet to a point; thence N 88°34'21" E, 213.82 feet to a point in the centerline of S.T.H "83" and the point of beginning; thence continuing N 88°34'21" E, 2239.28' to a point being 50' plus or minus west of the high water mark of the Fox River; thence S 09°54'51" E, 667.20 feet to a point being 50' plus or minus west of the high water mark of the Fox River; thence S 88°34'21" W, 2044.55 feet to a point in the centerline of S.T.H "83"; thence N 25°18'39" W, along said centerline, 721.70 feet to the point of beginning.

THAT such map is a correct representation of all the exterior boundaires of the land surveyed and the land-division thereof made.

THAT I have made such survey, land-division and map by the direction of the owners of said lands.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the requirements of the County of Racine and the Town of Caledonia in surveying, dividing and mapping the same.



Pete L. Bailey  
AMERICAN SURVEYING COMPANY, INC.  
PETE L. BAILEY, RLS NO. 1398  
Dated this 19th day of August, 1988.  
REVISED THIS 26th DAY OF SEPT, 1988

OWNER'S CERTIFICATE OF DEDICATION:

As owners, We here by certify that We caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. We also certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Town of Burlington, County of Racine, Department of Planning and Zoning.

WITNESS the hand and seal of said owners this 24 day of August, 1988.

IN PRESENCE OF:

[Signature]  
WITNESS  
[Signature]  
WITNESS

[Signature] (SEAL)  
ROBERT S. BADAME  
[Signature] (SEAL)  
ROSEMARY C. BADAME

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PAGE 332

CERTIFIED SURVY MAP NO. 1387

Page 3 of 3

BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 9, TOWN 2 NORTH, RANGE 19 EAST, IN THE  
TOWN OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION: (continued)

STATE OF WISCONSIN)  
(WALWORTH COUNTY)

Personall came before me this 30th day of August, 1988, the above named  
~~ROBERT C. BADAME~~ AND ROSEMARY C. BADAME to me known to be the person who executed  
the foregoing instrument and acknowledge the same.

Dianna K. Parker  
NOTARY PUBLIC, STATE OF WISCONSIN  
My commission expires 5-25-89.

PLANNING COMMISSION APPROVAL:

APPROVED by the Planning Commission of the Town of Burlington on this \_\_\_\_\_ day  
of \_\_\_\_\_, 1988.

Cecil Ketterhagen  
CHAIRMAN

SECRETARY

TOWN BOARD APPROVAL:

APPROVED by the Town Board of the Town of Burlington on this 19th day of  
October, 1988.

Cecil Ketterhagen  
TOWN CHAIRMAN

Mary G. M... (Clerk)  
TOWN CLERK

COUNTY OF RACINE, DEPARTMENT OF PLANNING AND ZONING:

APPROVED by the County of Racine, Department of Planning and Zoning on this 6th  
day of September, 1988.

Frank A. Riesen  
PLANNING AND ZONING DIRECTOR

THIS INSTRUMENT WAS DRAFTED BY PETE L. BAILEY.

Pcl | 002-02-19-09-002-110  
Outlet |-  
002-02-19-09-002-120  
From all of-  
002-02-19-09-002-100

CITY OF BURLINGTON EXTRATERRITORIAL APPROVAL:

APPROVED BY THE Common Council of the City of Burlington on  
this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Steve Deau  
MAYOR

Ralph J. Epping  
City Clerk



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PAGE 333

GENERAL ACKNOWLEDGMENT

NO. 201

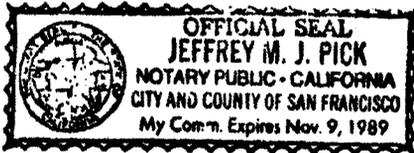
State of CA  
County of SF } ss.

On this the 27 day of AVG 1988, before me,

Jeffrey M. J. Pick

the undersigned Notary Public, personally appeared

Robert S. Badame



personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is subscribed to the  
within instrument, and acknowledged that he executed it.  
WITNESS my hand and official seal.

VOLUME 4  
PAGE 334

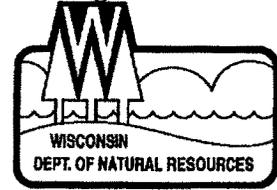
Notary's Signature

710 122

NATIONAL NOTARY ASSOCIATION • 23012 Venture Blvd. • P.O. Box 4625 • Woodland Hills, CA 91365-4625

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
101 South Webster Street  
P.O. Box 7921  
Madison, WI 53707-7921

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone (608) 266-2621  
FAX (608) 267-3579  
TDD (608) 267-6897



March 25, 2016

IN REPLY REFER TO: S-2015-0670A

Travis Hale, Director of Engineering  
Applied Material Solutions, Inc.  
1001 E. Centralia St.  
Elkhorn WI 53121

Subject: Revised Construction Plans and Specifications for the Installation of an Effluent Pipe for  
Applied Material Solutions, Inc. – Burlington, WI

Dear Mr. Hale:

The Division of Environmental Management is conditionally approving revised plans and specifications to serve Applied Material Solutions, Inc. (AMSI) located at 1956 S. Pine St., Burlington, WI. The submitted documents include revised plans and specifications for the installation of approximately 1411 linear feet of 8-inch effluent PVC SDR-35 pipe. The documents were submitted under the signature of David K. Vivian, P.E. with Lynch & Associates Engineering Consultants, LLC, New Berlin, WI and received for approval on March 18, 2016.

The plan revisions were prepared to adjust the alignment of the effluent pipe to avoid wetland areas and maintain standard construction depth. AMSI has received approval from the City of Burlington to connect to the effluent pipe of the Burlington Wastewater Treatment Facility located at 2100 S. Pine St., Burlington, WI. The combined effluent will discharge at Outfall 001 to the Fox (IL) River as described in the Wisconsin Pollutant Discharge Elimination System (WPDES) permit No. WI-0022926-09-0.

The Department used the submitted revised plans and specifications along with other documents included on file with the Department as the basis for this conditional approval.

The revised plans and specifications are hereby approved in accordance with s. 281.41, Wis. Stats., Approval Number S-2015-0670A, subject to the following conditions:

1. The proposed effluent pipe be installed in accordance with revised plans and specifications, and the conditions of the original approval (refer to DNR approval letter project S-2015-0670 dated November 20, 2015).

These revised plans and specifications have been reviewed in accordance with s. 281.41, Wis. Stats. Where necessary, plans and specifications should be submitted to the Department of Safety and Professional Services (Safety and Building Division) or other state or local agencies to insure conformance with applicable codes or regulations of such agencies.

The Division of Environmental Management reserves the right to order changes or additions should conditions arise making this necessary.

This approval is not to be construed as a Department determination on the issuance of a WPDES permit or an opinion as to the ability of the proposed system to comply with effluent limitations in such permit, or an approval for any activities requiring a permit under ch. 30 or 31, Wis. Stats.

Tangible personal property which becomes part of a waste treatment or pollution abatement plant or equipment, may be exempt from sales tax under s. 77.54(26), Wis. Stats. Similarly, property purchased or constructed as a waste treatment facility and used for the treatment of industrial wastes may be exempt from general property taxes under s. 70.11(21), Wis. Stats. A prerequisite to exemption is the filing of a statement on forms prescribed by the Department of Revenue. To obtain the necessary forms, and information on whether or not your property qualifies for these exemptions, please contact the Department of Revenue, P.O. Box 8933, Madison, Wisconsin, 53708.

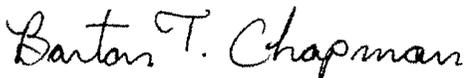
In case installation of these improvements has not been commenced within two years from this date, this approval shall become void. After two years, therefore, new application must be made for approval of these or other plans and specifications before any construction is undertaken.

If you believe you have a right to challenge this decision made by the Department, you should know that Wisconsin statutes, administrative codes and case law establish time periods and requirements for reviewing Department decisions.

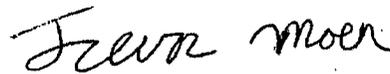
To seek judicial review of the Department's decision, ss. 227.52 and 227.53, Wis. Stats., establish criteria for filing a petition for judicial review. Such a petition shall be filed with the appropriate circuit court and shall be served on the Department. The petition shall name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., and ch. NR 2, Wis. Adm. Code, you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. The filing of a request for a contested case hearing is not a prerequisite for judicial review.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY



Barton T. Chapman, P.E.  
Wastewater Section Chief  
Bureau of Water Quality



Trevor J. Moen  
Wastewater Engineer  
Wastewater Section

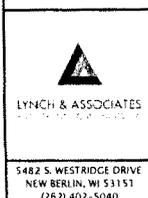
cc: David K. Vivian, P.E. – Lynch & Associates Engineering Consultants, LLC, 5482 S. Westridge Dr., New Berlin, WI  
Timothy Thompson/Laura Dietrich/Nick Lent – Milwaukee DNR Service Center  
Permit File (WPDES Permit No. WI-0065684-01)  
Plan File

**EXHIBIT D**  
**SANITARY SEWER EASEMENT EXHIBIT**  
**CITY OF BURLINGTON, RACINE COUNTY, WI**

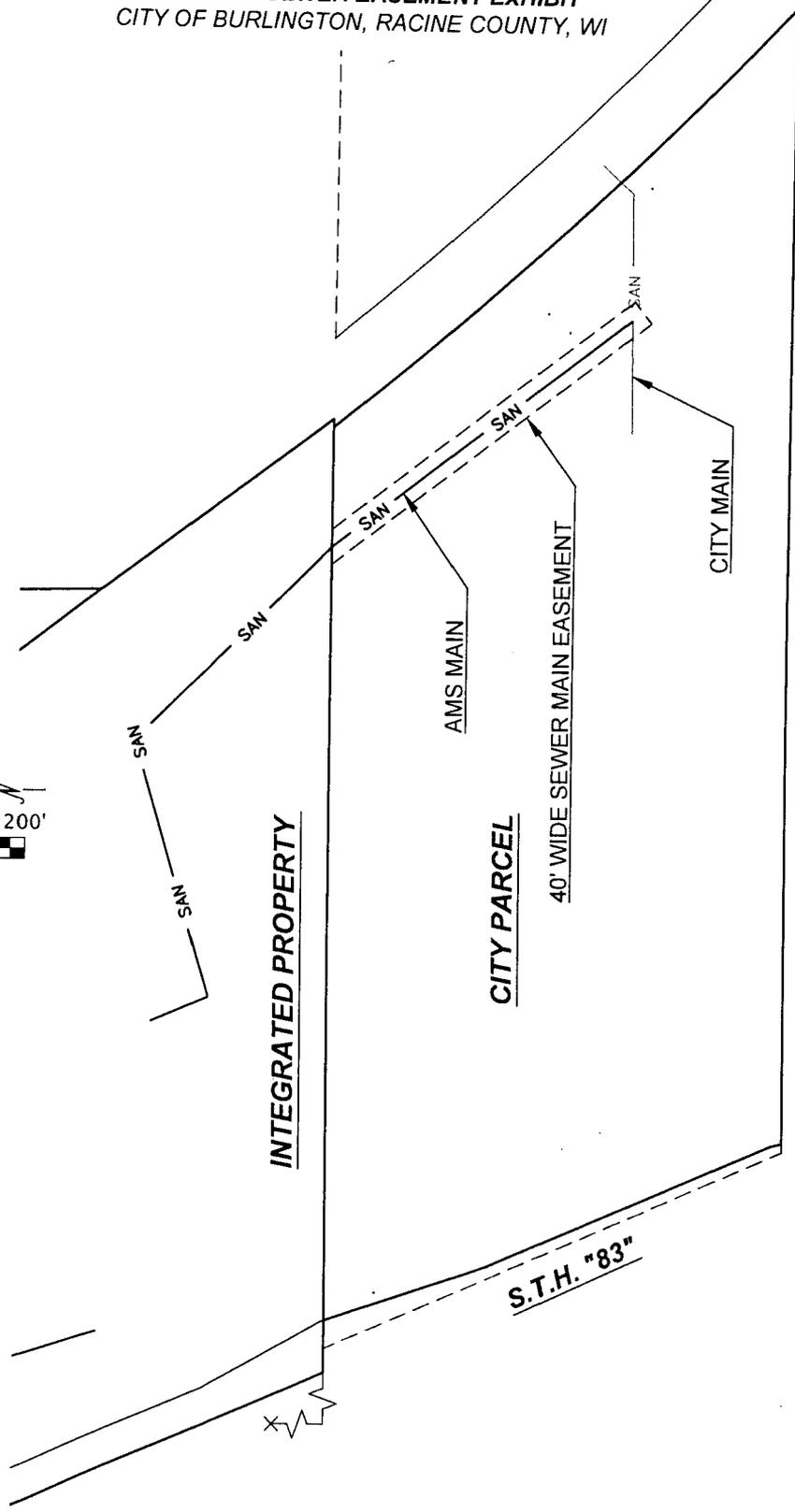
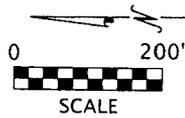
**EASEMENT LEGAL DESCRIPTION**

**SANITARY SEWER EASEMENT**

A 40' WIDE UTILITY EASEMENT LOCATED WITHIN PARCEL NO. 1, OF CERTIFIED SURVEY MAP NO. 1387, AS DULY RECORDED IN RACINE COUNTY RECORDS AS DOCUMENT NO. 1271844, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:  
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE S0°15'10"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION, 1,319.48'; THENCE S89°58'54"E, 249.91' TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE S89°58'54"E, ALONG THE NORTH LINE OF SAID PARCEL ONE, 1140.92', TO THE PLACE OF BEGINNING; THENCE S89°58'54"E, CONTINUING ALONG SAID NORTH LINE 50.80'; THENCE S38°02'24"E, 549.08'; THENCE S51°57'36"W, 40.00'; THENCE N38°02'24"W, 580.40' TO THE PLACE OF BEGINNING; SAID EASEMENT CONTAINS 0.52 ACRES MORE OR LESS.

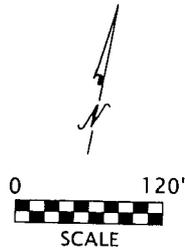
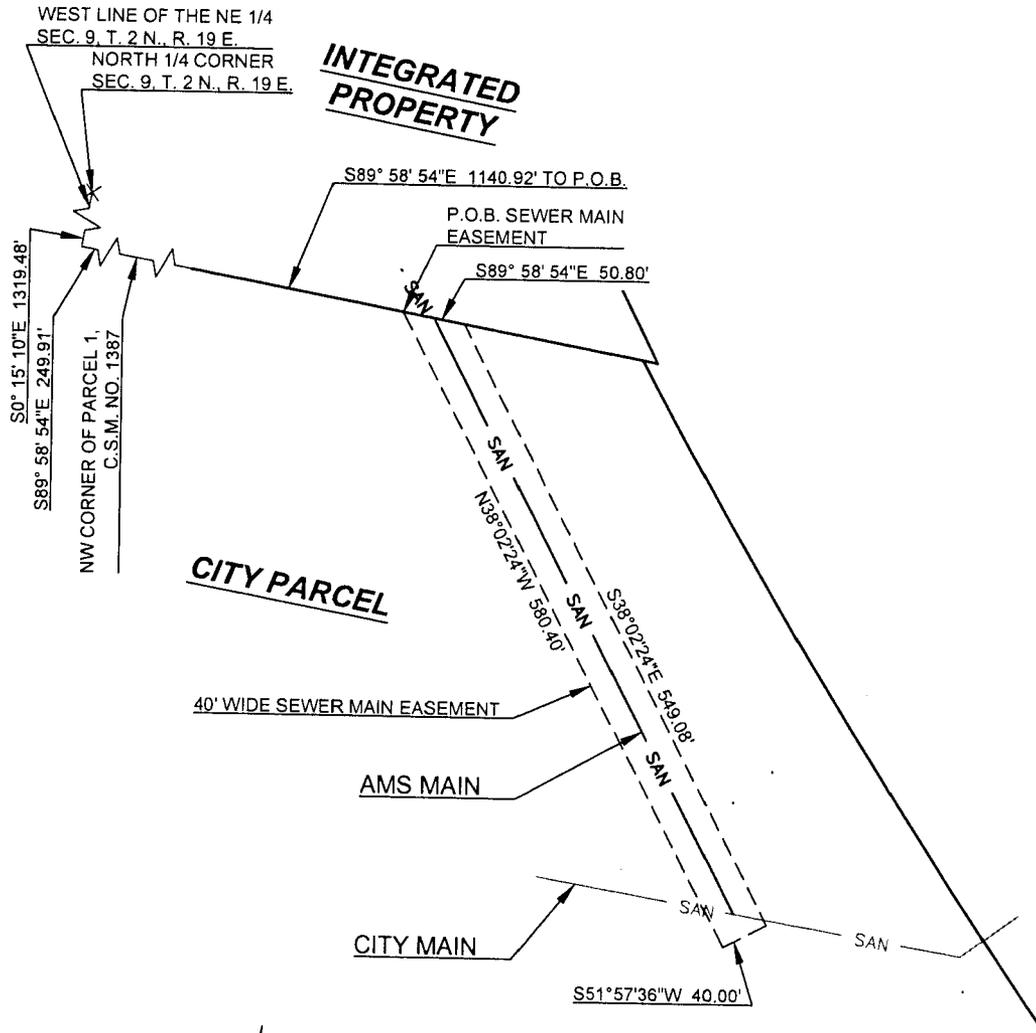


**EXHIBIT D**  
**SANITARY SEWER EASEMENT EXHIBIT**  
CITY OF BURLINGTON, RACINE COUNTY, WI



  
LYNCH & ASSOCIATES  
ENGINEERS & ARCHITECTS  
5482 S. WESTRIDGE DRIVE  
NEW BERLIN, WI 53151  
(262) 402-5040

**EXHIBIT D**  
**SANITARY SEWER EASEMENT EXHIBIT**  
**EASEMENT DETAILS**  
CITY OF BURLINGTON, RACINE COUNTY, WI



  
**LYNCH & ASSOCIATES**  
SURVEYORS & ENGINEERS  
5482 S. WESTRIDGE DRIVE  
NEW BERLIN, WI 53151  
(262) 402-5040

## **Exhibit C**

1. Sections 259-4 and 259-5 of the City of Burlington Municipal Code are attached to this exhibit for convenient reference. When and if those sections of the Municipal Code are amended and/or replaced in the future, such amended and/or replaced provisions shall apply.
2. AMS shall pay a sewer connection fee at the time of permit application for the connection to the City System as required by Section 259-4 and 259-5-A of the City of Burlington Municipal Code.
3. Per Section 259-5-B, the sewer connection fee shall be based upon the user's potential needed capacity, in terms of residential equivalent units (REUs), in the sewerage system. One (1) REU is equal to annual discharge of 87,600 gallons of wastewater.
4. Per Section 259-5-C(3), an interim REU for a non-residential property shall be calculated based on a waste disposal questionnaire submitted by the property owner, which includes an annual estimated volume of wastewater discharge. A process wastewater discharge estimate of 500,000 gallons per year was submitted by Applied Technologies INC, the engineering firm for AMS. The current annual domestic wastewater usage is 277,500 gallons. The total future expected wastewater discharge volume for AMS is 777,500 gallons. The interim REU calculation is therefore 9.0 units.
5. The connection fee, at the time of this agreement, is \$1,650.00 per REU. The total connection fee charged to AMS, at the time of permit application, for 9.0 REU shall be \$14,850.00.
6. Per Section 259-5-C(3)(d) and 259-5-C(3)(e), the City may recalculate the sewer connection fee following an evaluation of actual wastewater discharge over a twelve-month period. The City shall recalculate AMS' sewer connection fee (i) twenty-four (24) months after the date of connection, and (ii) shall do so reflecting only the actual wastewater discharge during the months that AMS has its internal treatment operations in effect. In the event AMS has not made operational an internal treatment system, the basis for the recalculation shall be the actual wastewater discharge during the most recent twelve (12) months.
7. Subject to the provisions of above paragraph 6, and Per Section 259-5-C(4), the City may recalculate the sewer connection fee at any time. The City intends to monitor AMS' wastewater usage on an annual basis and may recalculate the connection fee in accordance with the methodology described in 259-5-C(4). The intent of this recalculation is to ensure all appropriate connection fees are collected as AMS' operations may continue to change over time.