



AGENDA
City of Milton
Virtual Common Council Meeting
Tuesday, February 2, 2021
6:00 PM

PLEASE NOTE: In-person attendance by members of the public is temporarily discouraged due to COVID-19 physical distancing protocols pursuant to the Rock County Health Department Reopening Phased Plan, dated May 21, 2020, which discourages public gatherings. Members of the public may monitor this meeting at: <https://us02web.zoom.us/j/81618102015?pwd=a1EwdHFteW1remt1aTRua0IyN0Rjdz09>

Any person who is unable to access the meeting via the internet link may call 1(312) 626-6799 to monitor the meeting via telephone.

Meeting ID: 816 1810 2015

Passcode: 190590

1. Call to Order and Confirmation of Appropriate Meeting Notice.
2. Approval of Agenda
3. Pledge of Allegiance
4. Public comments regarding items which can be affected by Council Action
Presenters must sign in with the City Clerk in order to speak.
5. Approval of Common Council Meeting Minutes - January 19, 2021

Documents:

[Common Council Minutes 01-19-2021.pdf](#)

6. Presentation by the Janesville Area Convention and Visitors Bureau Regarding the Milton Area Tourism Consortium
7. Mayoral Proclamation Proclaiming February 2021 as Black History Month

Documents:

[Black History Month 2021.pdf](#)

8. Discussion and Possible Action Regarding and Appointment to the Police Commission
9. Discussion and Possible Action Regarding Additional Capital Allocations or One-Time Future Allocations

Documents:

[Memo - Capital purchases.pdf](#)

10. Discussion and Possible Action Regarding Rehabilitation Work to the Wastewater Treatment Facility Clarifier

Documents:

[Memo - WWTP Clarifier Repair.pdf](#)
[Process Equipment Repair Services Inc. Proposal Documents.pdf](#)
[Resolution 2021-03 Declaring a Public Health Emergency \(repair of clarifier\).pdf](#)
[Baxter and Woodman Analysis.pdf](#)

11. General Items

a. Committee Reports

b. Staff Reports

c. Team Building Exercise.

12. Consideration of a motion to convene into Closed Session, pursuant to Section 19.52(1)(e), Wis. Stats. considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: City Clerk

13. Reconvene into open session for possible action(s) on items discussed in closed session.

14. Next Meeting ~ February 16, 2021

15. Motion to Adjourn

**Please note that upon reasonable notice, at least 48 hours in advance, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 868-6900, 710 S. Janesville Street, Milton, WI 53563.

Posted by Inga Cushman, January 29, 2021 at Dave's Ace Hardware, Piggly Wiggly, Milton City Hall.

Common Council Mission Statement: The City of Milton provides quality services to meet the needs of all community members and to cultivate a safe, diverse, and inclusive city in which people are proud to live.

**City of Milton
Common Council
January 19, 2021**

Call to Order and Confirmation of Appropriate Meeting Notice.

Mayor Anissa Welch called the January 19, 2021 meeting of the Common Council to order at 6:01 p.m. Administrative Services Director/Interim City Clerk Inga Cushman confirmed appropriate meeting notice.

Present: Mayor Anissa Welch, Ald. Bill Wilson, Ald. Ryan Holbrook, Ald. Theresa Rusch, and Ald. Larry Laehn. Ald. Lynda Clark arrived at 6:08 p.m.

Also Present: City Administrator Al Hulick, Library Director Ashlee Kunkel, City Attorney Mark Schroeder, Finance Director/Treasurer Dan Nelson, Police Chief Scott Marquardt, City Engineer Mark Langer, and Administrative Services Director/Interim City Clerk Inga Cushman. Public Works Director Howard Robinson arrived at 6:08 p.m.

Approval of Agenda

Ald. Holbrook motioned to approve the agenda. Ald. Wilson seconded, and the motion carried.

Pledge of Allegiance

Mayor Welch led the Council in the Pledge of Allegiance.

Public comments regarding items which can be affected by Council Action

Mayor Welch welcomed those in attendance and asked if there was anyone present who wanted to speak.

There were none.

Approval of the Consent Agenda

- a. **Approval of Common Council Meeting Minutes - January 5, 2021**
- b. **Municipal Court Report - December 2020**

Ald. Laehn motioned to approve the consent agenda. Ald. Rusch seconded, and the motion carried.

Mayoral Proclamation Proclaiming January 2021 as Human Trafficking Prevention Month

Mayor Welch read the Proclamation proclaiming January 2021 as Human Trafficking Prevention Month.

Discussion and Possible Action on COVID-19 Related Leave Time Policy

Director Robinson and Ald. Clark arrived at approximately 6:08 p.m.

Ald. Wilson motioned to approve the COVID-19 Related Leave Time Policy. Ald. Holbrook seconded, and the motion carried.

Discussion and Possible Action Regarding the Creation of a Private Lead Service Line Replacement Program, Filing an Application for Financial Assistance from State of Wisconsin Environmental Improvement Fund, and Request for Qualifications to Certify Contractors to Perform the Work

Ald. Clark motioned to approve implementation of the private lead service line replacement program as presented on the condition of grant funding being awarded and based on available utility funding. Ald. Laehn seconded, and the motion carried.

Ald. Clark motioned to approve submitting an application for Financial Assistance from State of Wisconsin Environmental Improvement Fund. Ald. Holbrook seconded, and the motion carried.

Ald. Clark motioned to approve seeking qualified contractors to perform private LSL replacements. Ald. Rusch seconded, and the motion carried.

Discussion and Possible Action on Resolution 2021-02 Authorizing the Submittal of a Community Development Investment Grant for 645 College Street.

Ald. Wilson motioned to approve Resolution 2021-02. Ald. Holbrook seconded, and the motion carried.

Discussion and Possible Action Regarding a Commercial Façade Grant Application Request for TLC Restorations at 625 Greenman Street

The applicant, Bob Rippberger, clarified the application is from 401K Properties, not TLC Restorations.

Ald. Clark motioned to deny the Commercial Façade Grant Application Request for 401K Properties at 625 Greenman Street. Ald. Rusch seconded, and the motion carried.

Review of December Financial Statements

The Common Council reviewed the December Financial Statements.

General Items

a. Committee Reports

Director Cushman stated there was not a quorum for Historic Preservation Commission when they met in early January. Their next meeting is scheduled for February 3, 2021.

Director Cushman stated the Story Gardens Subcommittee met on January 18, 2021 to discuss priorities for 2021 and developing a list of regional artists to contact as funding becomes available. Director Kunkel added her and Director Cushman are working on a few grant applications for the project.

Ald. Clark reminded everyone the Joint Fire Commission is meeting on January 21, 2021 at 6:30 p.m.

b. Staff Reports

Chief Marquardt provided an update on the hiring process for the police officer vacancy. He said in his first recruitment as the chief in Milton there were 25 people invited to take the written exam. For this recruitment there are only 5. The written exam is taking place on Saturday, January 23, 2021.

Director Robinson stated the Public Works Department has been responding to the snow fall, collecting Christmas trees at the curb, replacing park signs, and attending required trainings. He also stated the Public Works Department will be going through a recruitment for two vacancies this spring due to two upcoming retirements.

Director Cushman thanked the Public Works Department for thinking of the Story Gardens project when they replaced the score shed at the South Goodrich Park softball field. The old score shed will be repurposed either for storage or as a playhouse at Story Gardens. She stated the recruitment for the City Clerk position will close on Thursday, January 21, 2021, and she provided an overview on absentee voting for the Spring Primary Election.

Administrator Hulick provided a brief update on economic development projects in Milton, and there are several projects in the works already in 2021.

c. Team Building Exercise.

Mayor Welch led the Council in a team building exercise.

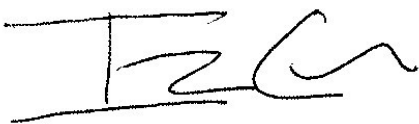
Next Meeting ~ February 2, 2021

The next meeting of the Common Council will take place on February 2, 2021 at 6 p.m.

Motion to Adjourn

Ald. Rusch motioned to adjourn the January 19, 2021 meeting of the Common Council at 7:34 p.m. Ald. Clark seconded, and the motion carried.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'I. Cushman', written over a horizontal line.

Inga Cushman
Administrative Services Director/Interim City Clerk



a community since 1838

OFFICE OF THE MAYOR

PROCLAMATION

Black History Month – February 2021

WHEREAS, the month of February is observed nationally as Black History Month to share the accomplishments African Americans have made and continue to offer to this nation; and,

WHEREAS, Black History Month acknowledges and honors numerous past and present educators, scientists, activists, pioneers, leaders, artists, inventors, entrepreneurs, and elders; and,

WHEREAS, the theme of Black History Month for 2021 is “The Black Family: Representation, Identity, and Diversity;” and,

WHEREAS, the story of Milton since its foundation has included progressive, abolitionist views and actions that led to the Milton House, a former stagecoach inn built in 1844 by Milton’s founder, being named a National Historic Landmark, recognized on the National Network to Freedom, and documented as the only authenticated Underground Railroad site in Wisconsin people are able to tour; and

WHEREAS, Arthur B. Lee, a free African American man born in Charleston, South Carolina in 1833 who served in the Civil War, moved to Milton in 1868; and

WHEREAS, Arthur B. Lee wrote about the voting potential of African Americans in 1873, a few years after the 15th Amendment was passed, in a letter to the Milwaukee Journal titled “The Colored Man,” saying, “If we are citizens of the country we are and must be the equals of all other citizens in matters pertaining to citizenship. We do not ask, we don’t desire any legislation interfering with private and social matters, but our public rights we must have because it is necessary and we will have because we can poll one million votes.”; and

WHEREAS, Milton remembers and recognizes the contributions Arthur B. Lee and countless other African Americans have made and are making to the unique fabric that is the community of Milton; and,

WHEREAS, the Mayor and Common Council recognize the significance of Black History Month as an important time to acknowledge and celebrate the contributions of African Americans in the City of Milton and around the United States, but we also recognize the need to acknowledge these contributions and strive for social equity every day.



CITY OF **M**ILTON
a community since 1838

NOW, THEREFORE, I, Anissa M. Welch, Mayor of the City of Milton, County of Rock, State of Wisconsin do hereby proclaim February as Black History Month in the City of Milton and encourage the celebration of this month to provide an opportunity for all residents in the City to learn more about the past and to better understand the experiences that have shaped our community and nation.

Signed this 2nd day of February, 2021.

Mayor Anissa M. Welch

Attest:

Inga Cushman, City Clerk

Common Council Report

Agenda Item: Discussion and possible action regarding additional capital allocations or one-time future allocations
Meeting Date: February 2, 2021
Presenter: Dan Nelson, Finance Director/Treasurer
Department: City Hall / Finance Department

Conformance with Strategic Plan:

<input checked="" type="checkbox"/>	Affordability & Financial Stability
<input checked="" type="checkbox"/>	Safe, Inclusive, Welcoming Community
<input type="checkbox"/>	Diverse Opportunities for Fun and Life-Long Learning
<input type="checkbox"/>	High Performing Organization with Professional Staff
<input type="checkbox"/>	Environment for Business Success with Thoughtful Growth and Development

Summary

At the Fire Commission meeting on January 21, 2021, there was a lengthy discussion on the funding of an ambulance for the Milton Fire Department. The recommendation from the Commission was to have the funding for this discussed at each respective governing body as soon as possible.

The cost of the ambulance is approximately \$280,000 with the Town and City of Milton each contributing \$140,000. Capital costs were not factored into the contracted townships 2021 contracts for EMS/Fire service.

Analysis and Key Issues

In the 2019 audited financial statements, the City had an unassigned fund balance of \$1,470,696 which represented 30% of the 2019 revenues, 5% above the recommended ratio. A conservative estimate indicates that 2020 revenues will exceed 2020 expenditures by \$300,000. This is in large part due to the pandemic and several budgeted items not coming to fruition during the 2020 fiscal year.

The Council has several options (not an all-inclusive list) of how to handle the residual 2020 funds:

1. Could allocate funding for known capital items or a combination of one-time allocations.
2. Could wait until 2020 amounts are more refined in March before deciding any allocation.
3. Partially allocate funds for some capital items or one-time allocations. Determine at a later date what to do with any remaining funds.
4. Increase fund balance (partially or in whole).



City staff would caution of allocating funds for on-going new expenditures as this could create a structural deficit.

The City has general capital assets with a cost basis of \$33 million (net of depreciation). If \$500,000 is spent on capital items (vehicles, roads, larger operating equipment, etc.), that equates to 1.50% of the net assets that are to be maintained with City tax dollars.

Recommended Motion

At this point staff is not making a recommendation as this is a policy decision that falls outside the effectuation of directed expenditures.

Attachments

- 2020 Preliminary financial statement for the General Fund.

City of Milton
General Fund Summary
Actual 2020 - PRELIMINARY

	Actual	PRELIMINARY Actual						2020	Remaining	% Budget	
	2019	Qtr 1	Qtr 2	Qtr 3	Oct-31-20	Nov-30-20	Dec-31-20	Total	Budget	Budget	Left
Revenue											
Property taxes	3,289,546	3,411,096	-	-	-	-	-	3,411,096	3,411,097	1	0%
Pmt in lieu of taxes from water	251,238	-	2	-	-	-	252,727	252,729	210,000	(42,729)	-20%
State aid	1,073,399	94,677	110,098	346,288	130,634	493,332	39,292	1,214,321	1,103,273	(111,048)	-10%
Cable franchise fee	80,383	-	17,928	17,275	-	17,664	-	52,868	65,987	13,120	20%
Licenses	18,711	639	15,348	1,497	300	66	21	17,871	19,400	1,529	8%
Building licenses/permits	50,206	10,463	68,992	10,029	628	4,360	32,544	127,016	23,530	(103,486)	-440%
Fines & forfeitures	52,858	18,801	11,542	6,998	1,493	-	5,558	44,392	55,250	10,858	20%
Charges for service	34,357	8,780	6,055	10,401	1,547	8,835	(2,861)	32,757	17,900	(14,857)	-83%
Intergovernmental charges	79,242	12,962	8,171	18,762	6,876	12,010	7,399	66,180	100,119	33,939	34%
Interest & penalty charges	128,976	39,307	22,355	10,993	1,768	1,860	4,295	80,578	61,150	(19,428)	-32%
Rent	25,548	2,211	2,793	4,330	120	2,005	336	11,795	20,200	8,405	42%
Miscellaneous	475	-	-	1,318	-	-	-	1,318	-	(1,318)	#DIV/0!
Transfers	654	-	-	-	-	-	-	-	-	-	#DIV/0!
	5,085,593	3,598,937	263,283	427,891	143,367	540,131	339,311	5,312,919	5,087,906	(225,013)	-4%
Expenditures											
<i>General Government</i>											
Mayor/Council	15,474	4,551	2,707	2,680	1,144	304	2,520	13,905	16,420	2,515	15%
Court	80,620	22,618	20,644	18,468	8,060	6,106	8,006	83,902	85,213	1,311	2%
Legal	57,375	14,688	10,334	15,124	5,903	6,433	11,043	63,525	67,000	3,475	5%
City Hall	350,040	72,407	90,693	97,759	42,253	25,779	37,101	365,992	364,103	(1,889)	-1%
Municipal building	24,108	6,421	5,056	5,798	1,081	559	4,104	23,018	25,180	2,162	9%
Elections	6,419	2,934	1,061	2,287	6,798	2,429	740	16,248	10,000	(6,248)	-62%
Assessor	30,584	8,000	7,000	13,000	2,794	-	-	30,794	31,978	1,184	4%
Admin maintenance	14,411	3,188	4,280	6,108	976	1,388	1,693	17,633	20,800	3,167	15%
Property & worker comp insurance	107,424	83,732	28,164	12,717	-	-	-	124,613	103,065	(21,548)	-21%
Information technology	61,384	22,517	14,883	39,495	6,928	782	3,428	88,033	40,000	(48,033)	-120%
Retiree benefits	3,609	988	1,476	(58)	-	14	(49)	2,371	5,640	3,269	58%
OPEB funding	14,000	3,500	3,500	3,645	15,031	-	4,754	30,430	14,000	(16,430)	-117%
General contingency	4,020	-	346	-	-	-	-	346	50,000	49,654	99%
	769,468	245,544	190,143	217,021	90,969	43,794	73,339	860,810	833,399	(27,411)	-3%
<i>Public Safety</i>											
Law enforcement	1,125,238	257,870	303,032	269,049	141,755	89,374	137,954	1,199,032	1,292,442	93,410	7%
Police vehicle/building maintenance	19,995	3,200	3,622	2,569	1,193	247	765	11,596	10,875	(721)	-7%
Crossing guards	12,841	6,650	(4,966)	768	3,798	2,552	1,200	10,001	14,802	4,801	32%
Code enforcement	20,230	4,237	5,541	4,611	1,558	2,093	2,768	20,808	34,413	13,605	40%
Fire/EMS	392,810	97,898	97,898	97,898	50,585	37,949	32,633	414,861	391,942	(22,919)	-6%
Inspection	47,760	8,582	65,814	9,700	3,063	2,806	29,151	119,116	23,807	(95,309)	-400%
	1,618,874	378,436	470,940	384,595	201,951	135,020	204,472	1,775,414	1,768,281	(7,133)	0%
<i>Public Works</i>											
Public Works administration	177,314	35,728	57,260	44,024	16,227	15,995	29,232	198,465	212,220	13,755	6%
Outside engineering	1,695	(3,761)	-	220	-	-	-	(3,541)	2,500	6,041	242%
City garage	34,901	12,005	8,194	4,928	2,454	1,545	8,348	37,474	40,765	3,291	8%
Community house	4,156	791	533	586	96	113	510	2,629	5,000	2,371	47%
Street construction & maintenance	318,019	95,155	61,994	63,946	36,629	12,829	35,047	305,601	343,928	38,327	11%
Snow and ice removal	91,090	63,420	2,339	-	2,638	450	15,193	84,041	96,130	12,089	13%
Traffic signs	14,092	145	1,743	7,688	161	322	203	10,262	22,850	12,588	55%
Street lights	70,179	15,587	15,048	14,784	5,124	-	10,599	61,142	80,100	18,958	24%
Sidewalks	-	-	-	-	-	-	0	0	-	(0)	#DIV/0!
Recycling	3,447	2,064	947	1,432	551	105	541	5,639	5,900	261	4%
	714,893	221,134	148,059	137,607	63,880	31,359	99,676	701,715	809,393	107,678	13%

**City of Milton
General Fund Summary
Actual 2020 - PRELIMINARY**

	Actual	PRELIMINARY Actual						2020	Remaining	% Budget	
	2019	Qtr 1	Qtr 2	Qtr 3	Oct-31-20	Nov-30-20	Dec-31-20	Total	Budget	Budget	Left
<i>Health & human services</i>											
Code enforcement	(1,097)	-	-	-	-	-	-	-	-	-	#DIV/0!
Cemetery	3,046	-	(3,843)	6,580	37	163	177	3,114	3,700	586	16%
	1,949	-	(3,843)	6,580	37	163	177	3,114	3,700	586	16%
<i>Culture, recreation, & education</i>											
Donations	20,000	20,000	-	-	-	-	-	20,000	20,000	-	0%
Parks	173,711	18,971	45,557	51,315	14,653	6,787	15,465	152,748	226,266	73,518	32%
Recreation	8,501	1,296	2,509	1,824	672	669	590	7,560	10,863	3,303	30%
Celebrations	4,303	54	409	158	-	494	202	1,317	4,900	3,583	73%
Historic Preservation	2,481	-	-	500	-	938	1,000	2,438	2,540	103	4%
Library allocation	288,224	296,314	-	-	-	-	-	296,314	296,314	-	0%
	497,220	336,634	48,476	53,797	15,325	8,888	17,258	480,377	560,883	80,506	14%
<i>Economic Development</i>											
Planning	9,030	1,921	3,667	3,554	1,487	715	1,233	12,577	3,000	(9,577)	-319%
Tourism/MACC	4,786	(1,022)	6,000	-	-	-	-	4,979	5,000	22	0%
	13,816	900	9,667	3,554	1,487	715	1,233	17,556	8,000	(9,556)	-119%
EXPENSES BEFORE TRANSFERS	3,616,220	1,182,649	863,442	803,154	373,648	219,940	396,154	3,838,986	3,983,656	144,670	4%
<i>Transfers</i>											
Debt service	850,000	849,900	-	-	-	-	-	849,900	849,900	-	0%
Capital	254,350	254,350	-	-	-	-	-	254,350	254,350	-	0%
	1,104,350	1,104,250	-	-	-	-	-	1,104,250	1,104,250	-	0%
TOTAL EXPENDITURES	4,720,570	2,286,899	863,442	803,154	373,648	219,940	396,154	4,943,236	5,087,906	144,670	3%
REVENUE less EXPENDITURES	365,023	1,312,038	(600,159)	(375,263)	(230,281)	320,192	(56,843)	369,683	-	(369,683)	

Public Works Committee Report

Agenda Item: Discussion and Possible Action Regarding Rehabilitation Work to the Wastewater Treatment Facility Clarifier
Meeting Date: February 3, 2021
Presenter: Mark Langer
Department: Public Works – Wastewater Treatment Facility

Conformance with Strategic Plan:

- Affordability & Financial Stability
- Safe, Inclusive, Welcoming Community
- Diverse Opportunities for Fun and Life-Long Learning
- High Performing Organization with Professional Staff
- Environment for Business Success with Thoughtful Growth and Development

Summary

There are three final clarifiers at the Wastewater Treatment Facility (WWTF). On December 26th clarifier one broke down and is inoperable. Staff has reached out to obtain pricing for repairs.

Analysis and Key Issues

Clarifier one had a failure to a weld on the torque tube. This is the main tube that connects suction lines, the sweeper arm, drive motor and provides for the operation of the clarifier. This is the oldest clarifier at the WWTF and is a sightwell clarifier. The other clarifiers are direct suction clarifiers. The sightwell clarifier uses a different suction piping configuration than the direct suction clarifiers. This affects return activated sludge (RAS) pumping operations differently in clarifier one than clarifier two and three. Repairs to the torque tube will require removing several components of the existing clarifier. Due to the extent of the work required to make the repair, the proposal includes clarifier rehabilitation and modification of the suction piping in clarifier one. This modification will change the suction piping in clarifier one so that it operates similar to clarifiers two and three. This will make RAS pumping operations consistent between the three clarifiers improving operations.

This project proposal estimates that work will be \$112,500.00. This is an estimate and cost savings or increases could be realized as the rehabilitation proceeds. The project proposal indicates that replacement of the clarifier components with new components to be near \$210,000.00. Rehabilitation provides for a 20 year project life. Baxter and Woodman has also reviewed the proposed work and felt the costs and proposal were appropriate.

The costs for the proposed improvements exceed the limit set forth in Wisconsin Statute and would normally be required to go through the statutory bidding process for public work. In consultation with the City Attorney staff has been advised that there is an exception set forth in the statute to the public bid requirement for construction or repair of public works when the



damage or threatened damage to those facilities creates an emergency potentially putting the public health and welfare of the City in danger. Based upon an engineering review provided by Baxter & Woodman the WWTF cannot operate with one clarifier and at times daily flows may present challenges for two clarifiers. As a result if a second clarifier were to fail even for a short time this could create an emergency endangering the public health of the City. As is also indicated in the Baxter & Woodman memo springtime and summer are not ideal times to complete clarifier maintenance so scheduling the rehabilitation soon could be critical to WWTF operations. On January 25th 2021 the Public Works Committee determined by resolution “that the damage to the one final clarifier at the WWTF which renders it inoperable, creates an emergency which threatens the health of the City”, and “that the statutory bid procedure requirements of Wis. Stat. Sec. 62.15 (1) are not mandatory”. This allows for the common council to award the work for the repair and rehabilitation of clarifier one without following the statutory bidding requirements.

Fiscal Impact

Funding for this project would come from the WWTF equipment replacement fund.

Recommended Motion

Recommend approval of the clarifier rehabilitation work proposed by Process Equipment Repair Services, Inc.

Attachments

- Resolution No. 2021-03 Resolution Declaring a Public Health Emergency
- Analysis from Baxter & Woodman regarding WWTF operations, flows and clarifiers in service.
- Project proposal documents from Process Equipment Repair Services, Inc.

*Process
Equipment
Repair
Services, Inc.*

5991 Division Road

West Bend, WI 53095

- 262-629-1059 phone/FAX * 414-412-4403 mobile * PERSLaMont@aol.com *
-

January 12, 2021

Lon Liefke, Superintendent
Village of Milton, WWTP
710 S. Janesville Street
Milton, WI 53563

REF: Clarifier Rehabilitation # 21-103

Dear Mr.Liefke ,

Attached for your review is our estimated proposal for the Draft Tube to Suction Header and complete rehabilitation of an existing *Walker Process* secondary clarifier located at your Facility. This service will be performed in 2021.

After our on-site inspection we have provided a service proposal for the complete rehabilitation of the Clarifier to provide another 20+ year service life. Project completion is about 6 weeks of time, and the equipment can then be re-assessed as new and part of the total plant assessed valuation. The replacement of one (1) existing clarifier with new, including construction costs, is near the \$ 210,000.00 range. We would not recommend the rehabilitation if not fiscally responsible in your quest to protect the Cities capitol assets.

As explained in the "Scope of Services" We will remove all major components from the basin and transport off site for blasting and painting. This will leave you an empty basin in the event of hydraulic overload the tank could be flooded and operated passively till components are again in place.

Please Note: This proposal is an estimate and is not intended as a lump sum final price bid. If you require a lump sum bid, to compare actual services required with another service provider, a **document** must be prepared stating detailed specific needs of the Facility for this project. (Plans and bid specifications)

This **estimated** proposal should give you the cost information that you require. If you are in need of any further information please, contact me and thank you for the continued opportunity to be of service.

Best regards,

LaMont Albers, President
*Process
Equipment
Repair
Services, Inc.*

*Process
Equipment
Repair
Services, Inc.*

5991 Division Road

West Bend, WI 53095

- 262-629-1059 phone/FAX * 414-412-4403 mobile * PERSLaMont@aol.com *
-

Lon Liefke, Superintendent
Village of Milton, WWTP
710 S. Janesville Street
Milton, WI 53563

PROPOSAL for Professional Services #17-105

Date: December 14, 2016
Page 1 of 6

Work Location: Milton WWTF

Site Telephone: 608-868-6918

Scope of Services

We hereby propose to furnish the material replacement engineering, Project Management Services and Labor as necessary to retrofit and rehabilitate one (1) existing 30 ft. diameter secondary circular clarifier furnished by Walker Process Equipment under original order # UW03064, installed in 1980. Work shall include disassembly of the total collection mechanism.

Services shall include rehabilitation of the entire drive assembly, *Walker Process 148.5* worm gear drive unit, with O.E.M. supplied parts, Seals, and bearings. Major component replacement is **not** part of this proposal. (gears and shafts)

Electrical service and electric motor shall be disassembled.

All rebuilt and new components shall be installed and set to meet or exceed manufactures specifications. Electrical service shall be installed with replacement conduit and wire as needed. The existing WINSMITH right angle 3MCTDW speed reducer gear drive shall be replaced with a fractional Hp SEW Eurodrive helical gear drive reducer and motor of the same output torque and RPM. New sprockets and chain shall be installed.

The existing Failed Torque Tube shall be replaced with a new fabricated tube to accommodate a new fabricated design suction header. As requested, the existing draft tube return activated sludge withdrawal system shall be replaced with a suction header withdrawal system similar to the Two (2) existing (ENVIREX) clarifiers.

Project scope shall consist of abrasive blasting and re-coating all immersed and non-immersed metal surfaces. All surfaces shall be pressure wash cleaned with an organic killing surfactant; abrasive blast clean to SSPC SP-10 (Near White) standard. All painted surfaces shall receive a five-stage epoxy coating system with a minimum final dry film thickness of 12 to 14 mils, and all non-immersed metal shall receive a 3 to 4 dft urethane final coat for color and protection against U. V. sunlight. (As per specification attached)

Services shall include replacement of the skimmer assembly (stainless steel), modification of the scum beach deck (stainless steel beach cladding), scum box flushing mechanism, Electrical conduit, wires and switch boxes as required. All fasteners removed will be replaced with 304 or 316 stainless steel as required.

Final assembly shall include collection mechanism balance, horizontal plane, and setting the torque overload/alarm switches. Inspection and replacement of draft tube mechanism settings shall be adjusted to meet or exceed the original manufacturer’s specifications for alignment of the collector equipment.

The existing fiberglass weirs and baffles shall remain in tank. Existing effluent baffle, and weirs shall be inspected and set to the correct elevation. Services shall include the removal of all components interior of the tank as required. Components removed, bridge, drive, mechanism collection truss, skimmer assemblies, torque tube, influent pipe, scum piping, stilling well, and scum beach and trough shall be transported off-site for blasting and painting. This procedure allows for a controlled environment to paint the components and elevates the spent blasting material in and around tank site. Handrails and grating shall be reinstalled.

1. Project Management and Field Supervision; Estimated Project Costs:

Project Management, Mechanical Labor; Disassembly and Re-assembly	\$ 40,000.00
Blasting and Re-coating, transportation (off-site)	\$ 20,000.00
Materials, Components, Fasteners, Torque tube, suction header, new drives Skimmer assembly and skimmer arm, counterweights, bearing and seal, Eurodrive, Walker drive rebuild parts.	\$ 44,500.00
Equipment rental (extended boom lift)	\$ 8,000.00
Total Estimate	\$ 112,500.00

Note: All estimates include the cost of replacement parts, materials and sub-contract services. All parts and materials furnished by PERS, Inc. are covered under our standard warranty.

All quoted prices for materials are based on this proposal dates cost, any changes in commodities price per pound or added fuel surcharges shall be added to original estimated costs provided in this proposal.

The City shall drain and clean the clarifier basin prior to the start of work and shall maintain the basin throughout the project. As required and with agreement of both parties involved.

Payments are to be made Net 20 Days from the date of Invoice. The City shall be billed for actual field and administrative labor only, plus travel, with living expenses at cost. Materials will be charged at cost plus (+) 20%.

All work is guaranteed to be as specified, and the above work is to be performed in accordance with or to exceed the manufacturer’s specifications for above work and completed in a substantial workmanlike manner. Any major changes in the original project scope will be addressed by written change order signed by **PERS, Inc.** and the City.

Partial invoices for materials maybe generated when equipment is received on-site. Partial invoices for labor will be generated at the end of each month through completion.

Read, Sign and Return one copy of the Proposal cover original with a signed copy of the attached PERS, Inc. "Terms Governing Customer Services".

Owner to carry fire, natural disaster and all other necessary insurance and permits upon above work. Workmen's Compensation, Automobile, Professional and General Public Liability Insurance on above work supplied by **Process Equipment Repair Services, Inc.**

Respectfully submitted,

_____ *LaMont Albers* _____

Date: _____ January 12, 2021

LaMont Albers, President
**Process
Equipment
Repair
Services, Inc.**

Note: This proposal may be withdrawn if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL #21-103

The above prices, specifications and attached Service Terms of this Proposal are satisfactory and are hereby accepted. **Process Equipment Repair Services, Inc.** is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

Process Equipment Repair Services, Inc.

TERMS GOVERNING CUSTOMER SERVICES

1. **Service Rates:** Services of Process Equipment Repair Services, Inc. (PERS, Inc.) an organization for Operation and Maintenance, Equipment Services as specified in this proposal are furnished by PERS, Inc. at the following rates:

A. For all Mechanical Services and Equipment Services, Consulting Services including proposal estimates and administrative costs, within the continental limits of the United States: \$150.00 per hour, per technician, \$1200.00 per eight (8) hour day, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday shall be charged double time; time worked on U.S Holidays shall be charged double time. Services performed under hazardous conditions that require the use of special breathing apparatus and/or protective gear will be charged at twice the standard rate, (See Section 5). PERS, Inc. is obligated to pay all employees the designated prevailing wage rate. PERS, Inc. is also obligated to insure that all sub-contract labor is paid the prevailing wage rate for their classification.

B. Traveling, living and incidental expenses at cost, (not to exceed \$180.00 per day per person). Corporate vehicles will be charged at a rate of \$1.50 per mile.

C. Travel time shall be charged to and from the Client's job site at the standard hourly rate for the Services being performed. Weekend and holiday travel requests, if required by the Client, shall be charged at overtime rates.

D. There are no charges for telephone consultations unless Services are performed at the Client's request. Rates shown above apply to services performed within 90 Days from the Date of Quotation. Services performed after that time will be subject to then current rates.

2. **Basis of Price:**

A. PERS, Inc. prices do not include the cost of materials and material freight, or the cost of any other third part services unless expressly stated within this Proposal. Materials furnished by PERS, Inc. shall be invoiced at cost plus (+) 20% and shall be covered under the Proposal Warranty. Material freight shall be prepaid to the job site.

B. PERS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this Proposal. The Client shall furnish PERS, Inc. with a copy of the Client's tax exemption Certificate, or the Tax Exemption I.D. Number on the Client's letterhead.

C. Bonds, Insurance (other than our normal Coverage), and other premiums are not included. Additional bonding and insurance requirements, if required or requested by the Client, will be added at cost to the Proposal price.

D. Terms of Payment: Net 30 days from the Date of Invoice unless otherwise agreed to in advance and in writing. Partial invoices for equipment and materials will be submitted when the equipment and materials are shipped to the job site. Partial invoices for labor and services may be submitted at the end of each month through project completion. In the event any payment becomes past due, a compound interest charge of 1.5 percent shall be assessed monthly and for any portion thereafter. Client agrees to pay any and all actual Attorneys' fees and court costs if attorneys are retained to collect any past due amounts.

3. **Cancellation:** In the event of cancellation, Client agrees to compensate PERS, Inc. for all work performed up to the date of cancellation.

4. **Performance and Warranty:** PERS, Inc. agrees to perform the services and work ["Services"] described in the Scope of Services in the proposal, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. PERS, Inc. shall exercise reasonable skill and judgment in providing such Services. PERS, Inc.'s responsibility is limited to Services specifically performed by PERS, Inc. for the Client. PERS, Inc.'s warranty is a warranty for the performance of services and equipment supplied only, and PERS, Inc. hereby disclaims any and all warranties for any equipment, mechanical device or machine not provided by PERS, Inc. to the Client under the scope of services above. PERS, Inc. shall not be responsible for acts or omissions of the Client, its officers, directors, employees, or agents, or any third parties. Except for the direct acts or omissions of PERS, Inc. representatives, the responsibility for proper operation and maintenance of the equipment shall be the Client's. **Failure by the Client to properly operate and maintain the equipment shall void any and all warranty claims and remedies that may result.** PERS, Inc. warrants that Services shall be of good quality in all respects. Services shall be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted industry standards, principles and practices. The Services of PERS, Inc. technicians shall be free of defects in workmanship FOR A PERIOD OF ONE (1) YEAR from the date of completion. **Remedy:** All warranty claims in connection with the Services to be performed hereunder shall be made promptly by the Client in writing and received by PERS, Inc. within one year after PERS, Inc. last performed substantial and related work at the job site. PERS, Inc. shall repair or replace Services proven to be defective in workmanship, OR AT ITS SOLE OPTION, refund the cost of the Services.

PERS, Inc. may accept back charges for warranty claims performed by the Client, provided that PERS, Inc. has given it's written approval PRIOR to the Client performing such services.

The remedy stated above for proven defects in Services and Workmanship SHALL BE THE CLIENTS'S SOLE AND EXCLUSIVE REMEDY.

LIMITATION OF LIABILITY: UNDER THIS AGREEMENT, PERS, INC. SHALL ONLY BE LIABLE FOR DAMAGES FOR THE SCOPE OF SERVICE PROVIDED. PERS, INC. SHALL NOT BE LIABLE FOR ANY PUNITIVE DAMAGES, PRODUCT LIABILITY DAMAGES, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM INJURY TO PERSONS OR PROPERTY, LOSS OF PROFITS, LOSS OF BUSINESS REPUTATION, DOWNTIME, OR ANY OTHER LOSSES OR EXPENSES NOT IN CONNECTION WITH THE FURNISHING OF SERVICES.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXPRESSED, IMPLIED, OR STATUTORY), OR ANY OTHER REPRESENTATIONS, OTHER THAN THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT. PERS, INC. DOES NOT WARRANT SPECIFIC RESULTS OF ANY KIND AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. **Safety:** Services shall be performed only under safe conditions. PERS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. PERS, Inc. has the right to discontinue or terminate operations if, in its sole discretion, such discontinuation or termination is necessary for safety and/or health reasons. Charges, as set forth above and below, shall be made for safety and security measures required by hazardous job conditions.

The Client shall be responsible for furnishing any and all safety related equipment, clothing, devices, etc. required for the performance of Services under hazardous conditions. Any and all safety related equipment, clothing, devices, etc., furnished by PERS, Inc. at the request or requirement of the Client, shall be added at cost to the Proposal price.

6. **Independent Contractor:** PERS, Inc. shall be considered a Professional Services provider, independent agent, Representative or contractor; not an employee or joint venturer of Client. PERS, Inc. shall determine the time, manner, means and method of providing the Services and shall furnish all labor and tools necessary to perform such Services unless otherwise specified in writing; provided, however, PERS, Inc. shall not be responsible for negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by the Client.
7. **Information:** PERS, Inc. is entitled to and shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. PERS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to client for any inaccuracies contained therein. Client agrees to provide PERS, Inc. with such specifications, plans, studies, documents or the information on conditions, as shall be reasonably required by PERS, Inc., for proper and timely performance of Services. All designs, data or other technical information relating to the Services will remain the Client's property.
8. **Delays and Extensions of Time:** If PERS, Inc. is delayed at any time in the progress of the Services by any act or negligence of the Client, including its employees or agents, separate contractor employed by the Client, changes ordered in the Scope of Services, labor disputes, fire, unusual delay in transportation, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond the PERS, Inc.'s reasonable control (i.e. force majeure), or by delay authorized by the Client, then the time to complete the Services shall be extended. Additional charges may be made to cover any unforeseen or unusual circumstances not anticipated by PERS, Inc. and the Client, when agreed to by both parties in writing.
9. **Changes, Delays and Unusual Costs:** If the Client requests or causes changes to be made in the Scope of Services, or if the client delays the progress of work covered by the quotation, PERS, Inc. shall adjust the contract price to reflect any increase or decrease.
10. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the Services proposed.
11. **Insurance:** PERS, Inc. shall assume responsibility for workers compensation coverage of PERS, Inc. employees only. PERS, Inc. shall provide General and Professional liability coverage of \$2,000,000.00 and Automobile liability coverage of \$ 1,000,000.00 for all Field Services. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client.

12. **Indemnification:** Client agrees to indemnify and hold PERS, Inc., its directors, officers, stockholders, employees, representatives or agents harmless from and against any and all claims, demands, causes of action (including third party claims, demands or cause of action for contribution or indemnification), liability or costs (including actual attorney's fees and other costs of defense) which arise out of or result from any negligent act or omission of the Client, its employees, agents, consultants, other contractors or any other person or entity; all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the sole negligence of PERS, Inc., its directors, officers, stockholders and employees.
13. **GENERAL LIMITATION OF LIABILITY:** UNDER THIS AGREEMENT, PERS, INC. SHALL ONLY BE LIABLE FOR DAMAGES FOR THE SCOPE OF SERVICES PROVIDED. PERS, INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM INJURY TO PERSONS OR PROPERTY, LOSS OF PROFITS, LOSS OF BUSINESS REPUTATION, DOWNTIME OR ANY OTHER LOSSES OR EXPENSES NOT IN CONNECTION WITH THE FURNISHING OF SERVICES.
14. **Non-waiver:** The failure of PERS, Inc. to insist upon strict performance of any of the terms or conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of its rights, nor shall it imply a course of performance between the parties.
15. **Complete Agreement:** The complete agreement and all attendant components are Copyright © 2021 by **Process Equipment Repair Services, Inc.** All rights reserved including the right of reproduction, the use of proprietary techniques, procedures and intellectual property in whole or in part, in any form without the written permission of PERS, Inc. The complete agreement between PERS, Inc. and the client is contained herein and no additional or different terms or conditions shall be binding unless mutually agreed to in writing. PERS, Inc. and client agree to be bound by all terms and conditions contained or incorporated herein, all of which are a part of the proposal submitted by PERS, Inc. and should be carefully read. Any provision in Client's acknowledgement forms or similar documents which are inconsistent with the provisions of the proposal shall be of force or effect. These terms and conditions shall apply to all services provided by PERS, Inc. Any different or additional terms and conditions proposed by and/or contained on a response to the proposal are hereby rejected by PERS, Inc. and shall not be incorporated into these terms and conditions. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall no way be affected thereby. This agreement shall take effect upon acceptance and execution by the Client and PERS, Inc.

This proposal shall become a contract only when accepted by the Client and accepted by Process Equipment Repair Services, Inc. through respective signatures by authorized personnel.

Proposal submitted by: **Process Equipment Repair Services, Incorporated**

Date: _____

Accepted by Client:

Accepted by PERS, Inc.

Client Affiliation

By: _____

By: _____

Print Name: _____

Date: _____

Date: _____

Process Equipment Repair Services Inc.

LaMont Albers, WDNR Certification # 06974

Circular Clarifier Rehabilitation References

Ottawa, IL WWTF

Bob Shull (815) 433-0245
Rehabilitation (2) 60" Walker Process

Mt. Carmel, IL WWTF

Robert Winds (618) 263-3422
Rehabilitation (5) 50' Envirex

Algoma, WI WWTP

Pat Zastrow (920) 487-3862
Rehabilitation (4) 40' Envirex

LaSalle, IL WWTF

Sam McNeilly (815) 433-0245
Rehabilitation(2) 55' Envirex

Shullsburg, WI WWTP

Verne Jackson (608) 965-4809
Rehabilitation (1) 36' Envirodyne

Grand Geneva Resort, WI WWTF

Joe Storts (262) 248-8811
Rehabilitation (1) 90' Sanitaire package plant

LaCrosse, WI WWTF

Greg Paul (608) 789-7322
Rehabilitation (2) Dorr-Oliver
Rehabilitation (5) Walker process

Deerfield, WI WWTF

Nathan Paoli (608) 764-5820
Rehabilitation (1) 60' Sanitaire Package Plant

Oshkosh, WI WWTF

Mr. Steve Brand, Jan Brandenburg
(920) - 232 - 5365
Rehabilitation four(4) 120' Envirex
Rehabilitation two (2) 90' Walker Process

Rib. Mountain Metro. Sanitary District

Mr. Ken Johnson
715-359-7852
Rehabilitation two(2) 90' Envirex

Kewaunee, WI WWTF

Randy Lee (920) 388-5012
Rehabilitation(2) Sanitaire Package Plants

Merrill, WI WWTF

Terry Vanden Heuvel (715) 536-5263
Rehabilitation (2) 60' Envirex (1) 30' Envirex

Belvidere, IL WWTF

Terry Wickler (815) 544-2072
Rehabilitation (2) 48' Walker process
(2) 90' Walker Process
(2) 50" Walker Process

Platteville, WI WWTF

Dennis Moen (608) 348-7812
Rehabilitation of (3) 50' Envirex

Fond du Lac, WI WWTF

John Leonhard (920) 929-2955
Rehabilitation (6) 110' FMC

Dickeyville, WI WWTF

Dale Neis (608) 568-3151
Rehabilitation (1) 25' Lakeside

Godfrey, IL WWTF

Scott Timmermann (618) 466-3334
Rehabilitation (2) 65' Peabody-Wells

Western Racine Sewage Utilities

Jeff Bratz (262) 534 - 6237
Rehabilitation (2) Envirex 60'

Waukesha, WI WWTF

Jeff Herenda, Nate Tilis
262-524-3632
Rehabilitation (2) 110' Envirex

Elroy

Mark Saemish
608-462-2418
Rehabilitation 30' Sanitare

Stevens Point

Chris Lefebvre
715-342-4787
Rehabilitation three(3) 70' Envirex

Columbus

John Nehmer
920-623-5915
Rehabilitation two (2) Walker Process

Wisconsin Rapids, WI WWTF

Mr. Ryan Giefer
715-421-8237
Rehabilitation of (2) 90' Envirex

WESTBY UTILITIES

Kurt Anderson
608-632-0687
Rehabilitation (1) 70 foot Sanitaire package plant

Kenosha

Melissa Arnot
262-653-4349
Rehabilitation two (2) 140 ' ENVIREX

Crystal Lake, IL

Dan Languth
815-459-2020
Rehabilitation two (2) 80' Envirex

Medford, WI WWTF

Mr. John Fales
715-965-0493
Rehabilitation two (2) 80' ENVIREX

RESOLUTION 2021-03
RESOLUTION DECLARING A PUBLIC HEALTH EMERGENCY

WHEREAS, one of three final clarifiers at the City of Milton Wastewater Treatment Facility (WWTF) is inoperable and in need of major repairs; and

WHEREAS, the City has received a proposal from Process Equipment Repair Services, Inc. to undertake the repair of the final clarifier for the estimated cost of \$112,500; and

WHEREAS, the City has received an engineering analysis from Baxter & Woodman advising that the WWTF cannot adequately treat anticipated flows of sewage with one final clarifier, and that at times daily flows of sewage at the WWTF may be difficult for two final clarifiers to adequately treat; and

WHEREAS, if a second final clarifier became temporarily inoperable or an event caused a substantial increase in sewage flows, the WWTF would not be able to adequately treat all sewage flowing into the facility before discharging same into the environment, resulting in an emergency in which the public health of the City is endangered; and

WHEREAS, pursuant to Wis. Stat. Sec. 62.15 (1b), the City may bypass the public bid procedure requirements of subpart (1) of the statute for repair of the final clarifier where the Board of Public Works finds by resolution that damage to same creates an emergency in which the public health is endangered; and

WHEREAS, pursuant to City of Milton Charter Ordinance 2-2, the City of Milton Common Council has designated the Public Works Committee to serve as the Board of Public Works.

NOW, THEREFORE, the City of Milton Public Works Committee do hereby resolve:

1. Based upon the factors set forth above, the Public Works Committee finds that the damage to the one final clarifier at the WWTF which renders it inoperable, creates an emergency which threatens the health of the City, as required by Wis. Stat. Sec. 62.15 (1b).
2. Based upon the finding set forth in paragraph 1, the Public Works Committee finds that the statutory bid procedure requirements of Wis. Stat. Sec. 62.15 (1) are not mandatory, and so recommends that the Common Council accept the January 12, 2021 proposal of Process Equipment Repair Services, Inc., which has an estimated cost of \$112,500, to repair the inoperable final clarifier at the WWTF.

Approved by the Public Works Committee of the City of Milton this 25th day of January, 2021.

CITY OF MILTON

By:

Devin Elliott, Public Works Committee Chair

Attest:

Inga Cushman, Interim City Clerk

256 S. Pine Street
Burlington, WI 53105
262.763.7834
262.763.2509
www.baxterwoodman.com
info@baxterwoodman.com



Memo

To: Mark Langer, P.E.

City of Milton

From: Gary Vogel, P.E.

Date: January 18, 2021

Project No.: 200347

Subject: WWTP - Operation with One Clarifier

Mark,

You asked if the Wastewater Treatment Plant could be reasonably operated utilizing only one clarifier. Joe Marchese, Amanda Streicher, and I reviewed the information you provided along with the Operation Needs Report from 2017 and have the following comments:

The three clarifiers have a combined capacity of 2.12 MGD (peak hourly) at a surface overflow rate of 1000 gpd/sf. Therefore, one clarifier has a capacity of 0.707 MGD peak hourly flow. Based on the March flow rate provided of 0.34 MGD, the peak hourly flow would be about 1.02 MGD using a peaking factor of 3.0. Add on a RAS return rate of 125% average daily flow from the report, this would mean one clarifier could potentially be seeing about $1.02 + 0.425 = 1.445$ MGD. This exceeds the capacity of one clarifier and even pushes the capacity of two clarifiers.

One RAS pump appears to be sufficient in this scenario. The plant has four RAS pumps total with a firm capacity of 870 gpm, so the RAS pumps would not be limiting unless they are only capable of pulling from a single clarifier.

It is not recommended to operate the plant with only one clarifier unless average flows are much lower than stated. Additionally, spring is not an advantageous time for clarifier rehabilitation due to snow melt, higher rainfall, etc. The work should be scheduled during a typically drier period of time and avoid the summer months when the effluent phosphorus limits are lower.