



AGENDA
COMMON COUNCIL
Tuesday, May 6, 2014

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

Mayor Robert Miller
Robert Prailes, Alderman, 1st District
Edward Johnson, Alderman, 1st District
Peter Hintz, Council President & Alderman, 2nd District
Ruth Dawidziak, Alderman, 2nd District
Tom Vos, Alderman, 3rd District
Jon Schultz, Alderman, 3rd District
Tom Preusker, Alderman, 4th District
Todd Bauman, Alderman, 4th District

Student Representatives
Sam Joski, CCHS
Joe Nguyen, BHS

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Citizen Comments
4. Chamber of Commerce Representative
5. Approval of the Common Council minutes for April 15, 2014 (*T. Bauman*)
6. Letters and Communications: None
7. Reports by Aldermanic Representatives and Department Heads
8. Reports 1-6 (*R. Prailes*)
9. Payment of Vouchers (*E. Johnson*)
10. Licenses and Permits (*P. Hintz*)
11. Appointments and Nominations: A & B (*R. Dawidziak*)
12. Public Hearings: None

13. **RESOLUTIONS:**

- A. Resolution 4668(2) to authorize the issuance and establishing parameters for the sale of not to exceed \$6,250,000 General Obligation Refunding Bonds, Series 2014A. This item was discussed at tonight's Committee of the Whole meeting. *(T. Vos)*
- B. Resolution 4669(3) to authorize the application and Grant Agreement for the Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant for the 492 N. Pine Street Coffee House, LLC project. This item was discussed at tonight's Committee of the Whole meeting. *(J. Schultz)*
- C. Resolution 4670(4) to approve an Agreement for the sale of a City of Burlington airport building at 707 Airport Road to the Burlington Development Group, Inc. in the amount of \$115,000. This item was discussed at tonight's Committee of the Whole meeting. *(T. Preusker)*
- D. Resolution 4671(5) to approve an Agreement for the sale of two airport buildings owned by Burlington Development Group, Inc. at 703 Airport Road to the City of Burlington. This item was discussed at tonight's Committee of the Whole meeting. *(T. Bauman)*

14. **ORDINANCES:**

None

15. **MOTIONS:**

- A. Motion 14-769 to approve an Airport Office Lease at 703 Airport Road with Meisner Aircraft, Inc. for a term of 5 years in the amount of \$1,800 per month. This item was discussed at tonight's Committee of the Whole meeting. *(R. Prailes)*
- B. Motion 14-770 to approve an Airport Hangar Lease with the Burlington Air Center, Inc. at 703 Airport Road, Unit 703 for a term of 5 years in the amount of \$3,942 per month. This item was discussed at tonight's Committee of the Whole meeting. *(E. Johnson)*
- C. Motion 14-771 to approve an Airport Hangar Lease for 916 Alpha Taxiway for a term of 29 years in the amount of \$427.50 per year. This item was discussed at tonight's Committee of the Whole meeting. *(P. Hintz)*
- D. Motion 14-772 to approve an Airport Hangar Lease for 832 Hotel Taxiway for a term of 29 years in the amount of \$152 per year. This item was discussed at tonight's Committee of the Whole meeting. *(R. Dawidziak)*
- E. Motion 14-773 to authorize the July 4, 2013 fireworks display to 5-Star Fireworks Corporation in the amount of \$10,000. This item was discussed at tonight's Committee of the Whole meeting. *(T. Vos)*
- F. Motion 14-774 to authorize the City Administrator to spend up to \$25,000 for maintenance and repair of the City Pool. This item was discussed at tonight's Committee of the Whole meeting. *(J. Schultz)*

16. **ADJOURN INTO CLOSED SESSION** (T. Preusker)

1. **Wis. Stats 19.85(1)(g)**, Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

- To discuss permit violations

17. **RECONVENE INTO OPEN SESSION** (T. Bauman)

1. Consideration on recommendations from the City Council.

18. **ADJOURNMENT** (R. Prailes)

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.



CITY OF BURLINGTON

Administration Department
300 N. Pine Street, Burlington, WI, 53105
(262) 342-1161 – (262) 763-3474 fax
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Common Council Agenda Item Number: 5	Date: May 6, 2014
Submitted By: Diahnn Halbach, City Clerk	Subject: Meeting Minutes

Details:

Attached please find the Minutes from the April 15, 2014 Common Council meeting. Staff recommends approval of these Minutes.

Options & Alternatives:
N/A

Financial Remarks:
None.

Executive Action:
Staff recommends that the Common Council approve these Minutes at the May 6, 2014 Common Council meeting.



**City of Burlington
Official Minutes of the Common Council
Robert Miller, Mayor
Diahn C. Halbach, City Clerk
April 15, 2014**

1. Call to Order - Roll Call

Mayor Bob Miller called the meeting to order at 6:30 p.m. starting with roll call. Aldermen present: Bob Prailes, Ed Johnson, Peter Hintz, Ruth Dawidziak, Tom Vos, Jon Schultz, Tom Preusker and Todd Bauman. Excused: None.

Student Representative present: Sam Joski and Joe Nguyen

Also present: City Administrator Kevin Lahner, City Attorney John Bjelajac, Judge Marvin V. Daniel, Director of Administrative Services Megan Watkins, Police Chief Peter Nimmer, Treasurer Steve DeQuaker, Public Works Director Craig Workman, Fire Chief Perry Howard, and Tom Foht of Kapur Engineering.

2. Approval of City Council Minutes for April 2, 2014.

A motion was made by Prailes with a second by Johnson to approve the council minutes from April 2, 2014. With all in favor, the motion carried.

3. Election Report From April 1, 2014 Spring Election

Mayor Miller presented the April 1, 2014 Spring Election Report to the Council for their review.

A motion was made by Vos with a second by Dawidziak to approve the April 1, 2014 Election Report as submitted. With all in favor, the motion carried.

5. Administration of Oath of Office to Newly Elected Officials by Honorable Marvin V. Daniel, Judge

The following were given the oath of office by Judge Marvin V. Daniel:

- Mayor, Robert Miller
- Alderman First District Ed Johnson
- Alderman Second District Ruth Dawidziak
- Alderman Third District Tom Vos
- Alderman Fourth District Tom Preusker

7. Roll Call of New Council

Aldermen present: Bob Prailes, Ed Johnson, Peter Hintz, Ruth Dawidziak, Tom Vos, Jon Schultz, Tom Preusker, and Todd Bauman.

8. Appointment of Tellers

The mayor appointed Kevin Lahner and Steve DeQuaker as tellers.

9. Election of Council President

Vos nominated Hintz for Council President with a second from Prailes. There were no other nominations. With all in favor, Hintz was elected Council President.

9. Election of Aldermanic Representatives to City Plan Commission

A motion was made by Hintz with a second by Dawidziak to nominate Vos to the Plan Commission.

A motion was made by Prailes with a second by Vos to nominate Dawidziak to the Plan Commission. A motion was made by Hintz with a second by Schultz to close the nominations. Being no other nominations, Vos and Dawidziak were elected to the Plan Commission.

10. Election Of Aldermanic Representative To The Board Of Public Works

A motion was made by Dawidziak with a second by Preusker to nominate Hintz to the Board of Public Works. A motion was made by Prailes with a second by Bauman to close the nominations. Being no other nominations, Hintz was elected to the Board of Public Works.

11. Payment Of Vouchers

A motion was made by Hintz with a second by Vos to approve the pre-paids, vouchers and reimbursements in the amount of \$231,943.73. Roll Call Aye: Prailes, Johnson, Hintz, Dawidziak, Vos, Schultz, Preusker, and Bauman. Nay: None. Motion carried 8-0.

12. Licenses And Permits

A motion was made by Vos with a second by Schultz to approve the licenses and permits as presented. With all in favor the licenses and permits were approved.

13. State Of The City Address

2013 was a year of uncertainty for our City on many levels. In November of 2012 Aurora announced that Burlington Hospital would close its Birthing Center and refer patients to Lakeland or West Allis Hospitals. The City felt that this might be the first step by Aurora towards closing our hospital and building or locating health care outside of the City. Communications were opened with Aurora Healthcare with the aim of determining the long range plans for healthcare in the City. During the talks the City advised Aurora that we would not be without a full service hospital and that we were in talks with other providers to ensure that if Aurora closed our hospital, the City would work to have a new provider build a hospital in the City.

The City also made contact with other healthcare providers to gauge the level of interest of opening another hospital in the City. Those talks revealed that two providers were very interested in providing healthcare in our City. Talks were then put on hold while waiting for Aurora to decide on a location for their new hospital.

Railroad crossings became a topic last year when the Federal Railroad Administration put in place new crossing guidelines. The City had to scramble to comply with the guidelines if we wanted to maintain our quiet zone. The four choices that the Federal authority gave us were:

1. Install air horns at the intersections,
2. Close the crossings,
3. Install the curbs (as we did), or
4. Install quad gates.

The cost of the quad gates was \$300,000 per crossing plus an annual maintenance fee. The City elected to install the curb system and by doing so, the quiet zone status was reinstated for the City.

This past winter was very challenging both in terms of the amount of snowfall and freezing temperatures. Our Department of Public Works crews were outstanding. They were able to keep our streets open and clean in spite of the severe cold and wind chills that hit the City. They deserve a large pat-on-the-back for a job well done. The severe winter has also affected our overtime and salt budget for 2014. We will be looking at the budget for ways to make up the projected \$48,000 overages.

The City also had another major fire this year. That's three in the last 18 months. Schuette Daniels Furniture Store, located downtown, burned this past week. The cause of the fire is still under investigation; however, there were no injuries and we are extremely grateful for that. Man power and equipment from twenty area Fire Departments were called and responded. The first call was received at 9:30pm and the fire was contained by 2:30am. Our fire department and the responding departments did an outstanding job of controlling this fire and prevented it from spreading to the adjacent buildings.

While we have not seen a major change in the economy here, there are signs that things are improving. The City has been receiving phone calls from companies making inquiries about what the City has to offer a company wishing to relocate or expand their operations here. This is a positive change compared to the past couple of years, in which we did not receive any such calls.

The City is also looking forward to exciting new growth in 2014.

- Aurora will break ground on the new Surgical Center on the west side of the City.
- Landmark Savings is going to build a new facility on Milwaukee Ave.
- Bear Development has started construction on the apartment complex on Bridge St.
- Air Liquide will start their expansion in the near future.
- Rojo Popcorn is also exploring an expansion as they have increased sales and have a need for more production space.

These are just a few of the signs that indicate the economy is slowly trying to improve.

The 2014 budget for the City is healthy and allows the City to maintain all of our services. We were able to keep our cash reserves at 25% and maintained our street repair and sidewalk replacement programs.

TIF 3 is still performing well above expectations and the City will close it in 2016, over three years ahead of schedule. The closing of TIF 3 will allow the City to explore capital improvement needs. The City needs to look at three projects that will need to be addressed in the future. The first project that should be looked at is a new City Hall. The current City Hall is old; it is not efficient in its design at all. Staff that works on the second floor must physically exit the building and re-enter the building on the first floor, then again go outside and back up the stairs in order to return to their offices. Discussions for a new building are towards building a new Government Center in Burlington and sharing the construction costs. This center would hopefully house a combined City Hall, County Service Center, Council Chambers, State Offices, and possibly some Federal Offices. The goal would be to create a one-stop-shop for government services. A new Library needs to be explored as we are rapidly outgrowing our current one and as the City expands we are going to need another fire station. The City Pool is also in poor condition and should be updated; repairs need to be made to the building as well as the pool itself.

The City has been notified that we will be losing our Community Health Care Provider at the end of this year. City staff has been talking with the other seven communities that are also affected by this. City Staff, along with the County and the seven communities, are looking for a new provider or program to fill this vitally needed service. Finding the solution will not be an easy process and will most likely take several months.

A lot of staff time will be spent working with Aurora on the new hospital. Utilities will need to be extended to the new hospital, land annexed, and agreements put into place. One design plan for the utilities calls for them to be installed along the bike path off of Sunset St. to Spring Valley Rd. If we do place the utilities on this route, we would then be able to extend a bike path to Spring Valley Rd. where it could be connected to the White River State trail that goes to Elkhorn.

In closing, I would like to say that our City has been dealt several harsh blows over the past 18 months but we have dealt with each one and have moved forward each time. The future for Burlington looks good. We are in good financial shape and growth is still occurring. That is not to say we don't have some obstacles ahead of us; however, I am confident that we will continue to work together as a team and successfully deal with each and every one of them.

All in all Burlington is still a great place to live, and will remain so into the future.

14. Appointed Aldermanic Representatives

Committee/Board	Current Appointment	New Appointment
Airport Committee	Ruth Dawidziak	Ruth Dawidziak
ChocolateFest Committee	Ed Johnson	Ed Johnson
Community Development Authority	Todd Bauman	Todd Bauman
Historic Preservation Committee	Tom Preusker	Tom Preusker
Library Board	Peter Hintz	Peter Hintz
Park Board	Robert Prailes	Robert Prailes
Western Racine County Health Dept.	Jon Schultz	Jon Schultz

15. Other Appointments

Current Appointment	New Appointment	Board/Commission/Authority	Term Expires
LeRoy Stoehr	LeRoy Stoehr	Burlington Housing Authority	5/1/2019
Patricia Hoffman	Patricia Hoffman	Library Board	5/1/2017
Michael Kelly	Michael Kelly	Library Board	5/1/2017
Darrel Eisenhardt	Darrel Eisenhart	Park Board	5/1/2017
Peter Turke	Peter Turke	Park Board	5/1/2017
Mike Deans	Mike Deans	Plan Commission	5//2017
Joe Busch	Joe Busch	Police & Fire Commission	5/1/2019
Cheryl Mazmanian	Cheryl Mazmanian	Health Officer	5/1/2015

16. Adjournment

A motion was made by Vos with a second by Schultz to adjourn the meeting. With all in favor, the meeting adjourned at 6:55 p.m.

Meeting Minutes Respectfully Submitted by:



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



CITY OF BURLINGTON

Administration Department
300 N. Pine Street, Burlington, WI, 53105
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Common Council Agenda Item Number: 8	Date: May 6, 2014
Submitted By: City Staff	Subject: Reports 1-3

Details:

Attached please find the following reports:

- Report 1 – Library Board minutes – February 25, 2014
- Report 2 – Plan Commission minutes – March 11, 2014
- Report 3 – Park Board minutes – March 20, 2014
- Report 4 – Library Board minutes – March 25, 2014
- Report 5 – Burlington Housing Authority minutes – March 26, 2014
- Report 6 – Committee of the Whole minutes – April 2, 2014

Options & Alternatives:

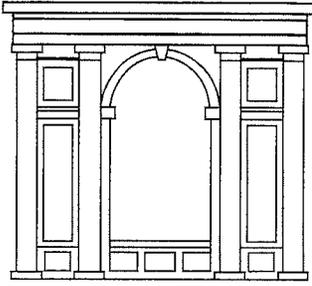
N/A

Financial Remarks:

None.

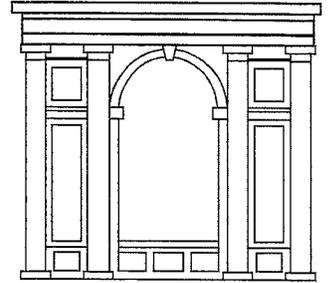
Executive Action:

Staff recommends that the Common Council accept these Reports at the May 6, 2014 Common Council meeting.



Burlington Public Library

166 East Jefferson Street • Burlington, Wisconsin 53105
(262) 342-1130 • Fax (262) 763-1938



www.burlingtonlibrary.org

Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, February 25, 2014 in the Burlington Public Library Meeting Room. Present were Penny Torhorst, Pat Hurley, Peter Hintz, Scott Johnson, and Dianne Boyle. Also present were Library Director Gayle Falk, Administrative Assistant Linda Berndt, and new High School Representative, Kalle Johnson. Excused were Mike Kelly, M.T. Boyle, Pat Hoffman, and Peter Smet. Absent was High School Representative ShyAnne Skinner.

Torhorst called the meeting to order at 4:05.

Minutes of the January 28th meeting were approved. Johnson moved approval, Boyle seconded. Motion passed.

The February 2014 General Fund Bills, Prepaids, and Reimbursements and the January General Fund Deposits were discussed and approved. Hurley moved approval and Johnson seconded. Motion passed. Hurley moved and Johnson seconded the motion to approve the February 2014 Trust Fund Bills and the January 2014 Trust Fund Deposits. Motion passed.

Committee Reports: None.

Federated Library Report: Falk reported that Lakeshores is currently interviewing for a new Administrator.

Old Business:

Friends Update: Falk updated the Board on 501(c)(3) status. An accountant estimated the cost as several thousand dollars.

Falk reported that the Friends would like to do another solicitation letter. The board also came up with ideas of selling T-shirts or book bags; a carnival; a wine and cheese party; and a 5K run/walk. Suggestions were for the funds raised to be used for computers, more kindles, and materials.

New Business:

State Annual Report: The Annual Report was handed out and Falk reviewed it with the Board. Falk felt that Lakeshores has adequately met our needs. Hurley moved and Johnson seconded the motion to accept the annual report as presented to the Board. Motion passed. Falk handed out the in house annual report as well.

Patrons paying with a credit card: The Library will soon be able to take payment with a credit card at the front desk. Currently, a patron needs to use the online catalog to pay with a credit card. The Board directed Falk to proceed with instituting the new credit card policy.

Use of Trust Fund Money: Falk asked for \$1,500.00 trust money to purchase Children's DVDs and \$1,500.00 to purchase Adult DVDs and BluRays. Hurley moved and Johnson seconded to use \$3,000.00 of Trust money to purchase the DVDs.

Falk also wanted to know the Board's feelings on using Trust money for the landscaping project. Rustic Road came and did a walk through, somewhat hampered by the snow cover. The rep said that 5 trees needed to be taken down, as well as making other recommendations for low maintenance landscaping. Gayle talked to the City Administrator, who said that the City would take down trees we need removed. A Board member suggested looking for a statue of a child sitting and reading. The Board was in agreement that they would like to follow up on using Trust money for the landscaping project. They will wait to see estimates in the future.

Use of Kara Foundation money: Falk suggested using some of the Kara Foundation money for Maker Space projects. The Board also instructed Falk to send an official thank you to the Kara Foundation for the Board.

Purchase of Sample Books at Cost: M.T. Boyle would like to sell the Library her sample books at her cost. Many libraries want to purchase these books, but Boyle would like our library to have the books if we can purchase them without any conflict of interest. Falk talked to the City Administrator, who said we could proceed as long as we had invoices showing that we were purchasing the books at cost. Hurley moved and Johnson seconded the motion to purchase the sample books from M.T. Boyle at her cost. Motion passed.

Directors Report:

Falk was part of a Library Legislative Day delegation including MT Boyle, Jessica McPhail from the Racine Public Library, and several librarians from Kenosha County. The delegation was able to talk to Robin Vos at Library Legislative Day, and he was receptive to what Libraries need.

Falk renewed a trust CD for 18 months at the Fox River Bank.

Falk added that we are also looking for children's shopping carts for library use in the juvenile area. She was going to use grocery money for them as well.

BPL in the news: The Board reviewed numerous calendar items.

Public Communication to the Board: There was no communication at this time.

Meeting was adjourned at 5:10 p.m. Hurley moved and Johnson seconded. Motion passed.

Our next meeting will be on Tuesday, March 25th at 4:00 p.m. in the Burlington Public Library meeting room.

Respectfully submitted,



Peter Hintz,
Aldermanic Representative



Minutes
City of Burlington Plan Commission
Police Dept. Courtroom
March 11, 2014, 6:30 p.m.

Mayor Robert Miller called the Plan Commission meeting to order at 6:30 p.m. Roll call: Aldermen Tom Vos and Ruth Dawidziak; Commissioners Darrel Eisenhardt, Chris Reesman and John Lynch; and Student Representative Shan Gill were present. Commissioner Mike Deans was excused. Town of Burlington Representative Phil Peterson was absent. Also present were City Administrator Kevin Lahner, City Planner Patrick Meehan, Public Works Director Craig Workman and Zoning Administrator Patrick Scherrer.

APPROVAL OF MINUTES

Alderman Vos moved and Commissioner Reesman seconded to approve the minutes of February 11, 2014. All were in favor, and the motion carried.

- Commissioner Lynch arrived at 6:32 p.m. and recused himself from items 8A and 8B.

CITIZEN COMMENTS

None

LETTERS & COMMUNICATIONS

None

PUBLIC HEARINGS

None

OLD BUSINESS

None

NEW BUSINESS

A. Consideration to recommend approval of a Certified Survey Map from LaMaccia Group, on behalf of Landmark Credit Union, for property located at 973 Milwaukee Avenue.

- Mayor Miller opened this item for discussion.
- Alderman Vos questioned if Outlot 1 was designed to be unbuildable as it has several easements on it. Pat Meehan stated it appears that way and that the square footage does not meet the minimum requirement to build on.

- Pat Meehan recommended to the Commission that they might want to evaluate and consider denying the recommendation in Kapur & Associates memorandum that states, *"It is unclear It is unclear what the purpose of the Outlot 1 is. We recommend that Outlot 1 be combined with Parcel B of C.S.M No. 40 or it remains as part of the existing parcel. If the Outlot is not combined with Parcel B the ingress and egress easement at the entrance needs to be extended to Parcel B. If the outlot were to be sold, access to parcel B would be needed"*.
- Alderman Vos questioned the purpose of the outlot and if it could be attached to the parcel with the existing building. Ian McCain of LaMacchia Group responded that the size of Outlot 1 was not needed for the credit union project so it was separated out. The intent was to attach it with the parcel to the south. Vos questioned if the outlot could be attached to the credit union site in the future. Administrator Lahner stated it could.
- There were no further comments.

Alderman Vos moved and Commissioner Reesman seconded to recommend approval of a CSM for 973 Milwaukee Avenue. Vos amended the motion to recommend approval of the CSM and strike the requirement in Kapur & Associate's February 27 memorandum that states, *"It is unclear It is unclear what the purpose of the Outlot 1 is. We recommend that Outlot 1 be combined with Parcel B of C.S.M No. 40 or it remains as part of the existing parcel. If the Outlot is not combined with Parcel B the ingress and egress easement at the entrance needs to be extended to Parcel B. If the outlot were to be sold, access to parcel B would be needed"*.

All were in favor and the motion carried to approve the amendment to the motion. All were in favor to recommend approval of the CSM and recommendations as stated in Meehan & Company's February 24, 2014 and Kapur & Associates' February 27, 2014 memorandums as amended and as follows:

A revised Certified Survey Map addressing the following items shall be submitted to City staff review for compliance:

- The reciprocal ingress and egress easement to the Outlot 1 and Lot 1 does not match the defined dimensions. It is listed as a 50'x55' easement, but is dimensions as 56'x60". Clarify the discrepancy.
- Section 278-48(A)(2) requires that the setbacks of the B-1 District be indicated on the face of the proposed Certified Survey Map. These setbacks can be indicated in tabular form or in the form of a note.
- Since the "Grading & Erosion Control Plan-Sheet C-2.0" has been submitted by the applicant as part of the Site Plan, requirements of Section 278-48(A)(5) be waived.
- The words North and S.T.H. 36 should be removed from the street name. The correct street name is "Milwaukee Avenue".
- Please show the 12" water main and the 12" sanitary force main locations in the easement along the WEPCO easement, since these are crucial mains in our systems, in a non-typical location.

- The “North” and the “STH 36” designations need to be removed on all sheets from “North Milwaukee Ave. (STH 36)”. Particularly for the site address – it will be simply 973 Milwaukee Ave.

Sheet C-1.0:

- Please clarify/confirm that ALL the bollards and light pole bases along Milwaukee Avenue are being removed. There are many bollards and additional light pole bases along proposed Outlot 1.
- Limits shall clearly be defined if the gravel at the rear of the property proposed is to be removed.

Sheet C-2.0:

- The proposed grading plan does not accurately show the grading for the topsoil placement over the gravel. The proposed grading and contours of the topsoil cover fill should be shown.
- “Future” is spelled wrong at the crosswalk of Milwaukee.
- The straw matting for all the side slopes shall be Class 1, Type A, single net minimum over topsoil and seed.
- The future walk should be shown for the entire frontage of the parcels. Add a note “Exact location to be determined”

Sheet C-3.0:

- The Sanitary lateral requires additional cleanouts per State Plumbing code SPS. 382.35(3)3.b. Maximum spacing allowed is 100’.
- Some of the inverts are off by 100’. Specifically the tie in invert and the 11 ¼ bend. The datum should be in the 700’s.
- The 6 inch storm sewer from the Inlet should be revised to a 12” HDPE, or PVC pipe. This will eliminate the need to special grout the end section, cover is not an issue. The rip-rap and energy dissipation area can remain the same.
- It is preferred that the lateral be ¼” per foot. It appears given the inverts, floor elevation, and insulation already provided that this is achievable. Maximize the grade on the lateral.
- The existing Sanitary Manholes north and south of the tie in location, rim and invert elevations should be provided on this sheet.

Sheet C-4.0:

- The asphalt limits of the new pavement do not clearly show if they intend to pave to the existing drive apron on Milwaukee Ave. The new grading at the drive should take into account future sidewalk continuing to the south. Kapur & Associates recommends repair and replacement of the entire driveway.

- The parking lot width and aisle do not meet City Zoning requirements. Section 315.48(M). A double row and aisle requires 65 feet.
- The ADA ramp as shown does not allow for proper clearance for pedestrians on the walk. It should be modified to a DOT Type 7, ramp.

Sheet C-5.0

- Modify the Accessible Ramp detail to a Type 7.
- The jack and bore detail as provided references jacking a steel casing pipe with a PVC carrier. Open cut which is not allowed. The boring will most likely be done directionally with HDPE fused pipe, fused PVC or restrained joint PVC. If the steel casing jack and bore method is to be used, stainless steel casing spacers are required, with link seals on both casing ends. Annular fill will not be required.

All were in favor and the motion carried. This item will move on to the March 18, 2014 Committee of the Whole meeting.

B. Consideration to approve a Site Plan Application from LaMaccia Group, on behalf of Landmark Credit Union, to construct a financial institution building at 973 Milwaukee Avenue.

- Mayor Miller opened this item for discussion.
- Ian McCain of LaMacchia Group gave a quick overview of the conceptual site plans and elevations.
- Patrick Meehan mentioned that the parking dimensions on the site plan are incorrect as indicated in his memorandum as Item 5e. Aaron Cook, engineer of Haag Muller, Inc., stated that site is challenging due to multiple utility easements, sloping on the back of the property and the required setbacks, leaving parking tight when following code regulations. Mr. Cook further stated they are concerned with the seven foot embankment next to the drive thru lane and prefer to make the parking stalls 10' x 18' instead of the required 9' x 20' in order to create a safe driving lane. Meehan and Mayor Miller stated they would need to apply for a variance in order to change what is required in the code. He further stated he felt the site plan could be amended to incorporate the driveway needs with parking stalls of proper dimension and gave a couple of options to achieve this.
- Alderman Vos questioned if the utility easements were above or below ground. Mr. Cook stated they are underground and they are working with AT&T to use some of the area. Vos inquired if the credit union building could be shifted to the south. Mr. Cook stated it could not as it would be too close to the ATC easement. Mr. Cook further stated they can be flexible however they are hoping to keep the current site plan for grading purposes.
- Ian McCain questioned Meehan's comment in his memorandum as Item 5m regarding the 60 foot vision triangle. Meehan responded that the sign is listed on the site plan in the vision triangle and will need to be moved to the northeast some.

- Mr. McCain inquired about the sidewalk requirement and requested to wait to install the full sidewalk and only install it in front of the credit union development. Vos questioned if this was allowable. Administrator Lahner stated the sidewalk is labeled as "future" due to grading issues with the adjacent lots. Staff has recommended the installation only in front of the development with a Letter of Credit or bond in place to cover the remainder of required sidewalk in the future. Vos stated he supports this option. Meehan stated the Letter of Credit should cover the outlot and lot.
- Mr. McCain stated the bollards along Milwaukee Avenue will be removed as required in Kapur's memorandum. Mr. McCain further stated they feel there will be challenges connecting to the sanitary sewer due to the soil in the area and requested to work with City staff to create a plan to connect. Public Works Director Craig Workman and Administrator Lahner stated this would not be a problem. Mayor Miller reminded Mr. McCain that they cannot trench or cut into Milwaukee Avenue.
- There were no comments.

Alderman Vos moved and Commissioner Reesman seconded to approve a Site Plan for 973 Milwaukee Avenue, subject to Patrick Meehan's February 24, 2014 and Kapur & Associates' February 27, 2014 memorandums to the Plan Commission as follows:

- The proposed Site Plan (and related drawings) indicates that only 42 feet of width is indicated for the single row and aisle width of 90 degree parking spaces (not the required minimum of 45 feet) and only 60 feet is indicated for the double row and aisle of 90 degree parking spaces (not the required 65 feet). Therefore, the proposed plans do not meet these requirements. All affected plans will need to be revised accordingly and resubmitted to the City staff for review for compliance.
- The proposed freestanding sign is proposed to be located only about 29+/- feet from the intersection of Milwaukee Avenue and the proposed private drive, as depicted in the various plans submitted by the applicant. Therefore, the proposed freestanding sign appears to be proposed to be located INSIDE of the required 60-foot triangular vision clearance space defined by the first clause of Section 315-46(B), and determined by using the standards set forth under the latest edition of the sight distance portion of Chapter IX of the American Association of State Highway and Transportation Officials (AASHTO) publication titled "A Policy on Geometric Design of Highways and Streets"
- The applicant has not indicated if outdoor storage is proposed. If this should change in the future, the applicant shall meet all of the requirements of Section 315-26(M) regarding outdoor storage.
- Pursuant to the requirements of Section 315-64(D), on site directional signs cannot exceed three square feet in area. If such signs are installed, the requirements of Section 315-64(D) shall be met.
- Data (including proposed freestanding sign area with ALL dimensions indicated for the sign face) and drawings pertaining to the freestanding sign (other than location and sign height) have not been submitted by the applicant and need to be

submitted to City staff for review and compliance prior to the issuance of a Sign Permit.

- The applicant's submitted Landscape Plan appears to place landscape plant materials at the base of the proposed freestanding sign. However, the placement of all proposed signage landscaping will need to meet the requirements regarding traffic visibility as set forth in Section 315-46(A)(2) titled "Traffic Visibility".
- The accessible route to the building from the sidewalk should also be accounted for as required by the City Building Inspector.
- The project is listed as disturbing less than one acre of property (38,000 SF) and therefore would not require a WDNR notice of intent to grade. This area does not account for the gravel that is being covered with topsoil which is part of the construction area and disturbance calculation. A WDNR NOI will be required for this project.
- The project creates no net increase in parking, or roads and gravel (parking) is considered impervious for the purposes of storm water management. Post Construction Storm Water management will not be required. Erosion control and construction storm water management is still necessary and required during construction. The plans have provided for storm water and sediment control during construction.
- The "North" and the "STH 36" designations need to be removed on all sheets from "North Milwaukee Ave. (STH 36)". Particularly for the site address – it will be simply 973 Milwaukee Ave.
- The Department of Public Works and Kapur & Associates shall be notified prior to any work or excavation to the public watermain, any work within the Milwaukee Avenue right of way, or for connections to City sewer.
- The sanitary sewer crossing Milwaukee Avenue is required to be bored. Open cutting of Milwaukee Avenue will not be allowed. Bore pits are allowed within the right-of-way but outside of the pavement limits.
- Sidewalk shall be installed to the limits as shown on the plans and a Letter of Credit or bond shall be provided for the future sidewalk along Milwaukee Avenue. The Letter of credit should account for sidewalk along the entire frontage of both the Outlot and Lot 1.

All were in favor and the motion carried.

- Commissioner Lynch joined the meeting at 7:06 p.m.

C. Consideration to recommend approval of an Annexation request with permanent zoning of M-2, General Manufacturing, from KW Development, LLC for property located 5421 Mormon Road (002-02-19-06-018-000) in the Town of Burlington.

- Mayor Miller opened this item for discussion.

- Alderman Vos inquired if there is any part of the parcel that is in the Primary or Secondary Environmental Corridors. Administrator Lahner stated there is not.
- Vos questioned if KW Precast can expand if needed. Lahner and Mayor Miller stated KW Precast has discussed the desire to create an access road to Spring Valley Road.
- There were no comments.

Commissioner Lynch moved and Commissioner Eisenhardt seconded to recommend approval of an annexation request at 5421 Mormon Road.

All were in favor and the motion carried. This Annexation request will go before the Common Council on April 2, 2014 for consideration.

ADJOURNMENT

Alderman Vos moved and Alderman Dawidziak seconded to adjourn the meeting at 7:09 p.m. *All were in favor, and the motion carried.*

Recording Secretary
Megan E. Watkins
Director of Administrative Services



**CITY OF BURLINGTON PARK BOARD MINUTES
THURSDAY, MARCH 20, 2014
2200 S. Pine Street, Burlington, WI 53105**

Chairman Darrel Eisenhardt, Commissioners Jennifer Amborn, Clay Brandt, Ruth DeLay, Jeff Schopp, Peter Turke, Alderman Bob Prailes, DPW Supervisor Dan Jensen, P.E.

Chairman Darrel Eisenhardt called the meeting to order at 6:32 P.M.

Roll Call: Present: Commissioners Clay Brandt, Ruth DeLay, Peter Turke, Alderman Bob Prailes, DPW Supervisor Dan Jensen and Chairman Darrel Eisenhardt. **Excused:** Jeff Schopp. **Absent:** Jennifer Amborn.

Approval of February 20, 2014 Minutes: Chairman Eisenhardt entertained a motion for approval of the February 20, 2014 Minutes. Motion to approve made by Alderman Prailes. Seconded by Commissioner Turke. All voted aye, motion carried.

Citizens Comments: Madonna Carr and Matt Kerwach were present to inform the Park Board of a newly founded organization called Bike Burlington. The group was founded a few months ago and wants to promote bike riding in the Burlington area. They requested to be on the Park Board Agenda for the April meeting to present their ideas in detail.

Aldermanic Report, Bob Prailes: None

DPW Supervisor Report, Dan Jensen: Dan Jensen, DPW Supervisor reported on the Park Development Fund financials and distributed the Revenues/Expenditures for the Commissioners review.

Mr. Jensen informed the Park Board that a decision would have to be made by the April Park Board meeting regarding whether or not to pursue the Sunset Trail grant funding. The Park Board then discussed how far the trail would actually go for the dollars they would be spending. This item will be on the April Park Board Agenda for the Park Board to vote on.

The Urban Forestry Plan and Emerald Ash Borer Mitigation Plan were presented to the Council on March 4th. Currently in process is determining how the work load will be split and how to notify residents of what is going on for tree removal and treatments.

Mr. Jensen was contacted by Tony Quinn who requested using Bushnell Park to run another Soccer Camp in 2014. The dates for the camp would be July 28 through July 31st from 10:00am to 11:30 am, and the camp would be for boys and girls age 7 to 13. This event is for profit, and would be run the same as the one he held last year. All Park Board Members were in agreement that it would be allowed.

Mr. Jensen stated that the Park Board will need to start discussing their plan to update the Five Year Park Plan. The Five Year Park Plan is required by the State of Wisconsin by any city wanting to pursue grant funding. Deb Rintamaki will put this item on the April Agenda for further discussion.

New Business:

Burlington Lions Club – Earl Squires –Flags at Echo Park along Milwaukee Avenue: Mr. Squires came before the Park Board to request placing 25, 3 X 5 flags in flag poles along Milwaukee Avenue at Echo Park. The flags would be spaced 3 feet apart and start at Echo Park just past Rice's Liquor, and run along Milwaukee Avenue to the parking lot. The poles would have solar lights on the poles.

Mr. Squires stated that the flags would be put up probably four times a year, 10 days each time.. The poles would be removable, and the holes would have covers that could be placed in the openings when the flags are not being displayed. The Park Board Members all thought it was a nice gesture and great idea. Dan Jensen asked Mr. Squires to contact his office. Mr. Jensen would like Mr. Squires to meet with Aaron DeGrave, Park Foreman to discuss best possible placement for the flags. Mr. Squires agreed he would contact Mr. Jensen.

After some discussion, Alderman Prailes made a motion to approve the idea of removable posts being installed as presented, with the final approval to be determined by Dan Jensen, Supervisor for the Department of Publics Works to decide what would be the best area for placement. Seconded by Commissioner Brandt. All voted aye, motion carried.

Old Business:

Grant Application Update – Schreiber and Anderson: Discussed under Dan Jensen, DPW Supervisor Report above.

Wehmhoff-Jucker Restroom Upgrade Costs: Dan Jensen presented the estimated costs for the upgrades to the restroom at Wehmhoff-Jucker Park from Stelling and Associates. Total estimate for construction: \$53,314.00. The cost does not include asbestos remediation of less than 800 feet, which would be additional costs.

The Commissioners discussed in length about obtaining costs to construct a new pavilion at the same time, and all thought it best for cost effectiveness to have Stelling and Associates put together the cost for both. There was concern regarding funds to pay for everything, but the consensus was to get the costs of the restrooms and pavilion at the same time to save money. After a lengthy discussion, Alderman Bob

Prailes made a motion to approve hiring Stelling and Associates to administer the project costs estimates for the restroom upgrades at Wehmhoff-Jucker Park in addition to providing a cost estimate for the pavilion including preparing any necessary bid documents. Seconded by Commissioner Delay. All voted aye unanimously and the motion carried.

Dan Jensen, DPW Supervisor will contact Stelling and Associates and Blake Thiesen of Schreiber and Anderson to proceed.

Baseball 2000 Lease Agreement Review – Dan Jensen, DPW Supervisor: Mr. Jensen had met with the Baseball 2000 Group to review changes that needed to be made in the Baseball 2000 lease agreement. The changes were minor language adjustments that needed to be updated. Mr. Jensen stated that Baseball 2000 was in agreement and the new lease should be ready and signed soon.

Other Items: None

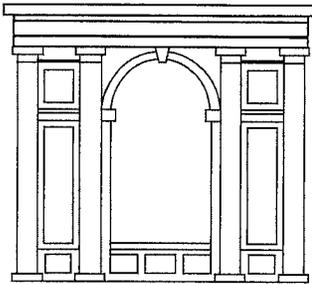
There being no further items for discussion, Chairman Eisenhardt entertained a motion to adjourn. Motion to adjourn made by Commissioner Delay and seconded by Commissioner Brandt. All voted aye, and Chairman Eisenhardt adjourned the meeting at 8:05 P.M.

Minutes respectfully submitted by:



Deb Rintamaki

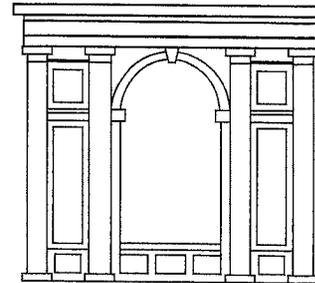
Department of Public Works



Burlington Public Library

166 East Jefferson Street • Burlington, Wisconsin 53105
(262) 342-1130 • Fax (262) 763-1938

www.burlingtonlibrary.org



Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, March 25, 2014 in the Burlington Public Library Meeting Room. Present were Penny Torhorst, Mike Kelly, M.T. Boyle, Pat Hoffman, and Peter Smet. Also present were Library Director Gayle Falk, Administrative Assistant Linda Berndt, and High School Representative, Kalle Johnson. Excused were Dianne Boyle, Peter Hintz, Pat Hurley, and Scott Johnson. Absent was High School Representative ShyAnne Skinner.

Torhorst called the meeting to order at 4:00.

A discussion on the February minutes concluded they need to be amended to state that "A Board member suggested looking for a statue of a child sitting and reading." Minutes of the February 25th meeting were approved as amended. Hoffman moved approval, Kelly seconded. Motion passed.

The March 2014 General Fund Bills, Prepaids, and Reimbursements and the February General Fund Deposits were discussed and approved. Kelly moved approval and Hoffman seconded. Motion passed. Hoffman moved and Kelly seconded the motion to approve the March 2014 Trust Fund Bills and the February 2014 Trust Fund Deposits. Motion passed.

Committee Reports:

Personnel Committee: Hoffman stated that the Director evaluation survey would be distributed in April.

Federated Library Report:

M.T. Boyle reported that the two Lakeshores meetings that she has attended were exciting. Mid-Wisconsin Federated Library System had served papers to end the SHARE consortium. The Lakeshores Board is drafting a response. Steve Ohs was chosen as the new Administrator for Lakeshores. M.T. was able to sit in on the interviews and was pleased with the choice.

Old Business:

Friends Update: Falk reported that the Friends have not met. There was discussion by the Board about the cost of getting a 501(c)3 status. A board member stated that Marquette Law Library sometimes gives free services for that. Falk will check into it.

Landscaping Progress: Falk reported that some of the trees around the library have been removed, because they were either dead or diseased.

DVD Project: Falk reported that since the last Board meeting the Library has purchased several hundred adult and children's DVDs. Falk is now asking for an additional \$2,500.00 of Trust money to further add to the children's collection. Kelly moved and M.T. Boyle seconded the motion to use \$2,500.00 of Trust money to add to the DVD collections. Motion passed.

New Business:

Library Board dates: Falk had a handout with the remaining Library Board meeting dates for everyone to put with their calendars. We will be sending out postcards two weeks before the next meeting and then the Board packets one week before the next meeting.

Weeding of collection and removal of Large print: Falk has been weeding the collection of many materials that have not checked out recently. We have a large number of large print materials that have been removed. Falk asked the Board if the Library could donate the large print materials to the several nursing homes and assisted living facilities that the Library goes to for programs. Smet moved and M.T. Boyle seconded the motion to give the facilities the weeded large print items. Motion passed.

Directors Report:

Falk handed out a sheet of pictures that highlighted the different library happenings for March. Some of the items distributed at the booth at the Home Expo were, an upcoming tea party program with Miss Burlington, a series of children's music programs, Kiwanis art display, new shopping carts for children, and the enlarged DVD collections.

Monthly Report: Falk handed out the report which now included more areas of statistics that show the large amount of usage these items get. Smet suggested that we invite our Assembly members to a meeting and discuss how we are funded and the amount of other services provided that are not part of that calculation. It was decided that M.T. Boyle and Falk would draft a letter inviting one Assembly member at a time to discuss the Library funding and what they could do for us.

Falk handed out a final balance sheet for the library's 2013 budget.

BPL in the news: The Board reviewed numerous calendar items.

Public Communication to the Board: There was no communication at this time.

Meeting was adjourned at 4:50 p.m. Kelly moved and Hoffman seconded. Motion passed.

Our next meeting will be on Tuesday, April 22nd at 4:00 p.m. in the Burlington Public Library meeting room.

Respectfully submitted,



Peter Hintz
Aldermanic Representative

**City of Burlington Housing Authority
Riverview Manor
March 26, 2014**

The regular monthly meeting of the City of Burlington Housing Authority was held on Wednesday, March 26th, 2014 at 6:00 P.M. at Riverview Manor. The meeting was called to order by Chairman Lapp.

COMMISSIONERS PRESENT: Chairman Lapp, Vice Chairman Stublely, Secretary Heck, Commissioner Iselin, Commissioner Stoehr and Manager, Eileen Olson.

Minutes from the regular monthly meeting held on February 13th. was approved with a motion by Heck, seconded by Iselin, motion carried unanimously

FINANCIAL REPORT:

Reserve Account balances as of February 28, 2014
(See statement balance sheet)

OCCUPANCY REPORT:

Manager Olson reported 28 on the waiting list for 1 bedroom units and 6 for 2 bedroom units.

BUILDING AND MAINTENANCE:

The new platform washers installed by Coin Laundry in the laundry area on second floor of Phase II will be moved to the first floor laundry area of Phase II due to excessive washer movement on the wood floor in that area.

The Burlington Fire Dept. has completed the installation of new smoke detectors in all units.

A quote in the amount of \$13,752.00 for repair on the Patterson Kelly boiler was received from PBBS along with a quote of \$20,670.00 for a new boiler. Awaiting quotes from Becker Boiler and H. J. Faust also.

Two malfunctioning suite phones have been sent to W.P.I. Communications for repair if possible. Several other suite phones are also experiencing intermittent problems. In the event the outer lobby keypad is faulty and needs to be replaced, the cost would be approximately \$150.00 plus shipping.

COMMUNICATION

Copies of the monthly operating statements, bills and bank statements were dispersed and reviewed by board members.

Appraisal required before proposed renovation per the MPR program is scheduled for March 27th with Max Weber, Appraiser.

The board discussed and reviewed the hours for the maintenance employees. Manager Olson shared the positive feedback from residents on his performance and how maintenance hours might be divided at this time.

NEW BUSINESS

Manager Olson requested approval from the board to attend a Wi-CARH Seminar in Madison on April 29th. A motion was made by Heck and seconded by Stoehr for her to attend the seminar. Motion carried.

UNFINISHED BUSINESS

RD/USDA required confirmation of the official name of Riverview Manor as over the years the Housing Authority used various names. It is intended that The Burlington Housing Authority will have the official name: Housing Authority of the City of Burlington, Wisconsin. The resolution confirming the official name will be put on the agenda for the Common Council meeting scheduled for April 2nd.

The process for notification of a fire at RVM to the city fire department has been discussed and an automatic call to the department may be required in the future.

The pet policy at Riverview was again discussed and the need for update.

Documentation received from HUD requesting further information regarding a complaint has been sent.

ADJOURNMENT

There being no further business, motion to adjourn was made by Heck, seconded by Stoehr to adjourn and carried unanimously. Meeting adjourned at 7:40 P.M. The next monthly meeting has been tentatively scheduled for April 17th, 2014


Ralph Heck, Secretary



CITY OF BURLINGTON

Finance Department

300 N. Pine Street, Burlington, WI 53105
Phone: (262) 342-1170 Fax: (262) 342-1178
www.burlington-wi.gov

Common Council Agenda Item Number: 9	Date: May 6, 2014
Submitted By: Steve DeQuaker, Treasurer 	Subject: Prepaids and Vouchers

Details:

Attached please find the Prepaids and Vouchers list for bills accrued through May 6, 2014:

Total Prepaids:	\$264,250.90
Total Vouchers:	\$127,800.05
Reimbursements:	\$17.92
Grand Total:	<u><u>\$392,068.87</u></u>

Options & Alternatives: Approve expenditures as presented or alter purchasing procedures.

Financial Remarks: 5 Largest Disbursements on Prepaids and Vouchers

1. Advanced Disposal Services – Monthly Charge for Trash & Recycle Pickup \$45,071.38
2. Sierra Petroleum Co., Inc. – AV Gas 100LL \$39,193.22
3. Miller-Bradford & Risberg, Inc. – Annual Lease Payment for Two Loaders \$27,600.00
4. Staab Construction Corp. – Phase II WWTP Upgrades & Improvements \$22,664.19
5. Black Diamond Group, Inc. – Payment 5 for the 2013 Burlington Street Project \$21,496.09

Executive Action:

Staff recommends that the Common Council accept these Prepaids and Vouchers in the amount of \$392,068.87 at the May 6, 2014 Common Council meeting.

For Council Approval May 06, 2014

Prepays:	04/11/14	\$148,641.57
	04/17/14	\$83,340.30
	04/25/14	\$32,269.03

Total Prepays		<u>\$264,250.90</u>
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Vouchers:	05/06/14	\$127,800.05
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Reimbursements:	04/17/14	\$17.92
		<u>\$17.92</u>

GRAND TOTAL		<u><u>\$392,068.87</u></u>
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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
100-239007	LIFE INSURANCE							
	4062	MINNESOTA LIFE INSURANCE CO	MINNESOTA MUTUAL 2832L-G	MAY2014	04/08/2014	1,815.56	04/14	PD
100-434320-000	PARKING PERMITS							
	1064	DICASTRI, PAT	refund parking tickets #81411 & 82883	040414	04/04/2014	40.00	04/14	PD
100-454521-001	BOND FEES							
	2485	RACINE COUNTY CLERK OF COURT	Bond - Schilling, Johnathan 14-417	SCHILLING	04/03/2014	378.00	04/14	PD
	2485	RACINE COUNTY CLERK OF COURT	Bond - Willick, James #14-4629	WILLICK	04/08/2014	150.00	04/14	PD
						528.00	*	
Total 100-454521						528.00		
100-515111-399	CITY COUNCIL - PUBLICATION							
	2036	MISS BAC SCHOLARSHIP PAGEANT	Miss BAC Scholarship Pageant	2014	04/09/2014	100.00	04/14	PD
Total CITY COUNCIL						100.00		
100-515121-162	MUNI COURT-EAP SERVICE							
	5485	AURORA EAP	AURORA EAP COURT CLERK	10644	04/07/2014	8.74	04/14	PD
100-515121-294	MUNI COURT - JAIL COSTS							
	2510	RACINE CO SHERIFF DEPT.	B & L 1ST QTR ACCT 10.1260.10180 2	770	04/09/2014	330.00	04/14	PD
Total MUNICIPAL COURT						338.74		
100-515132-162	ADMIN - EAP SERVICE							
	5485	AURORA EAP	AURORA EAP ADMIN-COUNCIL	10644	04/07/2014	114.32	04/14	PD
100-515132-220	ADMIN - UTILITIES							
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT ADMIN	1ST QTR2014	04/09/2014	47.24	04/14	PD
100-515132-225	ADMIN - TELEPHONE							
	7692	VERIZON WIRELESS	VERIZON ADMIN	9722326166	03/23/2014	76.51	04/14	PD
100-515132-298	ADMIN - CONTRACT SERVICES							
	7044	E-vergent.com, LLC	BUS WIRELESS MONTHLY ACCT 161	1610-46	04/06/2014	300.00	04/14	PD
Total ADMINISTRATOR						538.07		
100-515140-162	CLERK - EAP SERVICE							
	5485	AURORA EAP	AURORA EAP CITY CLERK	10644	04/07/2014	4.41	04/14	PD
100-515140-399	GENERAL CODE & MISC PUB							
	5409	RACINE CO REGISTER OF DEEDS	Annexation for property on 5421 Mormoi	040414	04/04/2014	30.00	04/14	PD
Total CITY CLERK						34.41		
100-515141-162	FINANCE - EAP SERVICE							

PD = Fully Paid Invoice PR = Partially Paid Invoice

prepaid
04-11-2014

1

5485	AURORA EAP	AURORA EAP FINANCE	10644	04/07/2014	14.74	04/14	PD
100-515141-220	FINANCE - UTILITY SERVICES						
670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT FINANCE	1ST QTR2014	04/09/2014	47.23	04/14	PD
100-515141-225	FINANCE - TELEPHONE						
7692	VERIZON WIRELESS	VERIZON FINANCE	9722326166	03/23/2014	94.26	04/14	PD
Total FINANCE					156.23		
100-525211-162	POLICE - EAP SERVICE						
5485	AURORA EAP	AURORA EAP POLICE	10644	04/07/2014	317.60	04/14	PD
100-525211-220	POLICE - UTILITY SERVICES						
670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT POLICE	1ST QTR2014	04/09/2014	613.51	04/14	PD
3330	WE ENERGIES	1461-190-073 Gas 224 E Jefferson St	1461190073MAR14	03/26/2014	2,249.41	04/14	PD
3330	WE ENERGIES	5843-681-877 224 E Jefferson Electric	5843681877MAR14	03/26/2014	1,509.36	04/14	PD
					4,372.28	*	
100-525211-225	POLICE - TELEPHONE						
7692	VERIZON WIRELESS	VERIZON POLICE DEPT	9722326166	03/23/2014	689.43	04/14	PD
100-525211-240	POLICE - FUEL, OIL						
4264	VOYAGER FLEET SYSTEMS INC	Voyager Acct. 869297630 Police Dept	869297630414	04/01/2014	3,578.44	04/14	PD
100-525211-533	POLICE - COPY MACHINE RENT						
8707	KONICA MINOLTA PREMIER FINANCE	CONTRACT PAYMENT FOR COPY MA	248958407	03/31/2014	431.16	04/14	PD
Total POLICE DEPT.					9,388.91		
100-525220-162	FIRE - EAP SERVICE						
5485	AURORA EAP	AURORA EAP FIRE DEPT	10644	04/07/2014	35.28	04/14	PD
100-525220-220	FIRE - UTILITY SERVICES						
670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT FIRE DE	1ST QTR2014	04/09/2014	604.59	04/14	PD
3330	WE ENERGIES	8419-416-558 341 Origen St	3419416558MAR14	03/26/2014	14.01	04/14	PD
					618.60	*	
100-525220-225	FIRE - TELEPHONE						
7692	VERIZON WIRELESS	VERIZON FIRE DEPT	9722326166	03/23/2014	135.75	04/14	PD
100-525220-240	FIRE - FUEL, OIL, LUBRICANTS						
4264	VOYAGER FLEET SYSTEMS INC	Voyager Acct. 869297630 Fire Dept	869297630414	04/01/2014	915.26	04/14	PD
Total FIRE DEPT.					1,704.89		
100-525231-372	BLDG INSP - AUTO EXPENSE						
4264	VOYAGER FLEET SYSTEMS INC	Voyager Acct. 869297630 Bldg Insp	869297630414	04/01/2014	84.23	04/14	PD
Total BUILDING INSP.					84.23		
100-535321-162	STREETS - EAP SERVICE						
5485	AURORA EAP	AURORA EAP STREETS	10644	04/07/2014	80.70	04/14	PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
100-535321-220	STREETS - UTILITIES							
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT STREET	1ST QTR2014	04/09/2014	862.31	04/14	PD
100-535321-225	STREETS - TELEPHONE							
	7692	VERIZON WIRELESS	VERIZON STREET DEPT	9722326166	03/23/2014	22.73	04/14	PD
100-535321-240	STREETS - FUEL, OIL & LUBRI							
	4264	VOYAGER FLEET SYSTEMS INC	Voyager Acct. 869297630 Street Dept	869297630414	04/01/2014	4,299.99	04/14	PD
100-535321-261	STREETS - LIGHTING							
	3330	WE ENERGIES	4432-157-647 Street Lights	1432157647MAR14	03/28/2014	18,888.20	04/14	PD
Total STREET ADMINISTRATION						23,953.93		
100-555514-399	SENIOR CITIZENS DONATION							
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT SENIOR	1ST QTR2014	04/09/2014	121.23	04/14	PD
Total SENIOR CITIZENS DONATION						121.23		
100-555551-161	PARKS - UNEMPLOYMENT							
	5922	UNEMPLOYMENT INSURANCE	DWD-UI acct 692108-000-2	5850002	04/09/2014	1,035.00	04/14	PD
100-555551-162	PARKS - EAP SERVICE							
	5485	AURORA EAP	AURORA EAP PARKS	10644	04/07/2014	38.37	04/14	PD
100-555551-220	PARKS - UTILITIES							
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT PARK DI	1ST QTR2014	04/09/2014	1,762.14	04/14	PD
	3330	WE ENERGIES	8893-353-410 Electric Sunset Dr	3893353410MAR14	03/30/2014	9.58	04/14	PD
	3330	WE ENERGIES	9274-302-992 400 Sunset Dr	3274302992MAR14	03/31/2014	66.08	04/14	PD
						1,837.80	*	
100-555551-225	PARKS - TELEPHONE							
	7692	VERIZON WIRELESS	VERIZON PARK DEPT	9722326166	03/23/2014	5.82	04/14	PD
100-555551-240	PARKS - FUEL, OIL, LUBRICANTS							
	4264	VOYAGER FLEET SYSTEMS INC	Voyager Acct. 869297630 Parks Dept	869297630414	04/01/2014	503.56	04/14	PD
Total PARKS						3,420.55		
100-575710-297	GARBAGE- CONTRACT SVCS-RECYC							
	5917	Advanced Disposal Services	Advanced Disposal Recycle	C60001164082	03/31/2014	12,684.54	04/14	PD
	5917	Advanced Disposal Services	RIVERVIEW MANOR RECYCLE	C60001164091	03/31/2014	41.68	04/14	PD
	5917	Advanced Disposal Services	Riverview Manor - Recycle Cardboard	C60001164091	03/31/2014	36.33	04/14	PD
						12,762.55	*	
100-575710-298	GARBAGE - CONTRACT SVCS PICKUP							
	5917	Advanced Disposal Services	Advanced Disposal Comm Trash	C60001164082	03/31/2014	136.89	04/14	PD
	5917	Advanced Disposal Services	Advanced Disposal Trash	C60001164082	03/31/2014	30,103.69	04/14	PD
	5917	Advanced Disposal Services	Advanced Disposal Fuel Charge	C60001164082	03/31/2014	2,146.26	04/14	PD
	5917	Advanced Disposal Services	RIVERVIEW MANOR TRASH	C60001164091	03/31/2014	213.69	04/14	PD
						32,600.53	*	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
Total GARBAGE COLLECTION						45,363.08		
Total GENERAL FUND						87,587.83		
251-555511-162	EAP SERVICE							
	5485 AURORA EAP	AURORA EAP LIBRARY		10644	04/07/2014	211.68	04/14	PD
251-555511-220	UTILITIES							
	670 BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT LIBRARY		1ST QTR2014	04/09/2014	189.11	04/14	PD
251-555511-327	MATERIALS							
	3062 WALL STREET JOURNAL	WALL STREET JOURNAL LIBRARY SI		0414WSJ	04/09/2014	413.40	04/14	PD
Total FUND EXPENSES						814.19		
Total LIBRARY OPERATIONS FUND						814.19		
621-575740-162	EAP SERVICE							
	5485 AURORA EAP	AURORA EAP WWTP		10644	04/07/2014	111.80	04/14	PD
621-575740-220	WWTP-ELECTRIC							
	3330 WE ENERGIES	1887-026-576 Electric Sewer Plant		1887026576MAR14	03/22/2014	14,085.24	04/14	PD
	3330 WE ENERGIES	4847-248-215 S of Yahne Rd/Pump Sta		1847248215MAR14	03/23/2014	222.02	04/14	PD
	3330 WE ENERGIES	4897-650-087 Springbrook Lift Station		1897650087MAR14	03/24/2014	58.46	04/14	PD
	3330 WE ENERGIES	6212-377-525 Water Sanitation		3212377525MAR14	03/25/2014	3,840.80	04/14	PD
	3330 WE ENERGIES	6268-292-660 Shiloh Lift Station		3268292660MAR14	03/31/2014	53.94	04/14	PD
						18,260.46	*	
621-575740-221	WATER							
	670 BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT WWTP		1ST QTR2014	04/09/2014	6,845.22	04/14	PD
621-575740-222	GAS							
	3330 WE ENERGIES	0862-239-067 2100 PINE ST		3862239067MAR14	03/25/2014	12,280.71	04/14	PD
	3330 WE ENERGIES	2663-378-614 Gas 624 S Pine St		3663378614MAR14	03/24/2014	1,111.25	04/14	PD
	3330 WE ENERGIES	3646-902-199 624 S Pine St		3646902199MAR14	03/24/2014	650.13	04/14	PD
						14,042.09	*	
621-575740-225	TELEPHONE							
	7692 VERIZON WIRELESS	VERIZON WWTP		9722326166	03/23/2014	6.39	04/14	PD
621-575740-240	FUEL, OIL AND LUBRICANTS							
	4264 VOYAGER FLEET SYSTEMS INC	Voyager Acct. 869297630 WWTP		869297630414	04/01/2014	832.19	04/14	PD
621-575740-244	REPAIRS,MAINT EQUIPMENT							
	1088 RUNDLE-SPENCE	Rundle-Spence - WWTP Faucets		S2245236.002	03/27/2014	11.21	04/14	PD
621-575740-248	PLANT OPERATION							
	5917 Advanced Disposal Services	Advanced Disposal Wastewater		C60001164090	03/31/2014	64.49	04/14	PD
Total WASTEWATER FUND EXPENSES						40,161.07		

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
Total WASTEWATER OPERATIONS FUND						40,161.07		
622-506220-000 POWER								
3330	WE ENERGIES	0882-547-355 Municipal Well (split)	0882547355MAR14	03/24/2014	2,060.89	04/14	PD	
3330	WE ENERGIES	3076-628-864 Electric 508 Sheldon St	3076628864MAR14	03/26/2014	3,035.07	04/14	PD	
3330	WE ENERGIES	3267-293-366 384 Dunford Dr	3267293366MAR14	03/24/2014	1,173.55	04/14	PD	
3330	WE ENERGIES	3457-108-505 Well #7	3457108505MAR14	03/26/2014	2,955.70	04/14	PD	
3330	WE ENERGIES	6271-254-861 Well #9 (split)	6271254861MAR14	03/25/2014	3,696.06	04/14	PD	
3330	WE ENERGIES	7255-465-187 Municipal Well Filter Builc	7255465187MAR14	03/24/2014	230.38	04/14	PD	
3330	WE ENERGIES	8682-353-384 WELL #10 (split)	8682353384MAR14	03/26/2014	4,999.90	04/14	PD	
						18,151.55	*	
Total 622-506220						18,151.55		
622-506230-000 SUPPLIES								
3330	WE ENERGIES	0882-547-355 Municipal Well (split)	0882547355MAR14	03/24/2014	336.96	04/14	PD	
3330	WE ENERGIES	1438-804-919 WELL #7	1438804919MAR14	03/26/2014	102.83	04/14	PD	
3330	WE ENERGIES	1473-005-365 508 Sheldon St	1473005365MAR14	03/30/2014	322.88	04/14	PD	
3330	WE ENERGIES	6271-254-861 Well #9 (split)	6271254861MAR14	03/25/2014	227.15	04/14	PD	
3330	WE ENERGIES	6499-874-589 801 Weiler Road	6499874589MAR14	03/24/2014	139.68	04/14	PD	
3330	WE ENERGIES	8682-353-384 WELL #10 (split)	8682353384MAR14	03/26/2014	195.31	04/14	PD	
3330	WE ENERGIES	9259-879-303 Karyl St Well #10	9259879303MAR14	03/25/2014	27.75	04/14	PD	
						1,352.56	*	
Total 622-506230						1,352.56		
622-509210-000 OFFICE SUPPLY								
5934	TIME WARNER CABLE-MILW	TIME WARNER CABLE WATER	700401601-04/14	04/02/2014	63.96	04/14	PD	
7692	VERIZON WIRELESS	VERIZON WATER DEPT	9722326166	03/23/2014	22.15	04/14	PD	
						41.81	*	
Total 622-509210						41.81		
622-509260-162 EAP SERVICE								
5485	AURORA EAP	AURORA EAP WATER	10644	04/07/2014	49.86	04/14	PD	
Total 622-509260						49.86		
622-509330-000 TRANSPORTATION-SUPPLIES								
4264	VOYAGER FLEET SYSTEMS INC	Voyager Acct. 869297630 Water Dept	869297630414	04/01/2014	482.70	04/14	PD	
Total 622-509330						482.70		
Total WATER UTILITY FUND						20,078.48		

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
Grand Total:						<u>148,641.57</u>	

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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
100-239006	LAW-VISION							
	4426	VISION INSURANCE PLAN OF AMER	Vision Ins - Premium billing for May	144455	04/05/2014	728.40	04/14	PD
100-454521-001	BOND FEES							
	2485	RACINE COUNTY CLERK OF COURT	Bond - Straube, James F; Case: 14-537	STRAUBE	04/13/2014	5,150.00	04/14	PD
	8517	Town of Burlington	Bent, Samantha; Case: 13-4919	BENT	04/16/2014	398.80	04/14	PD
						5,548.80	*	
Total 100-454521						5,548.80		
100-515132-153	ADMIN - EBC							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC ADMIN	1809568	04/16/2014	3.45	04/14	PD
100-515132-225	ADMIN - TELEPHONE							
	7343	AT & T	AT & T 262 763-3474 163 6 ADMIN	26276334740414	04/04/2014	18.75	04/14	PD
100-515132-399	ADMIN - SUNDRY EXPENSES							
	2390	PETTY CASH	PETTY CASH ADMIN	APRIL2014	04/16/2014	69.89	04/14	PD
Total ADMINISTRATOR						92.09		
100-515141-153	FINANCE - EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC FINANCE	1809568	04/16/2014	.20	04/14	PD
100-515141-225	FINANCE - TELEPHONE							
	7343	AT & T	AT & T 262 763-3474 163 6 Finance	26276334740414	04/04/2014	18.75	04/14	PD
Total FINANCE						18.95		
100-515142-310	ELECTIONS - OPERATION SUPPLIES							
	2390	PETTY CASH	PETTY CASH ELECTION	APRIL2014	04/16/2014	9.98	04/14	PD
Total ELECTIONS						9.98		
100-525211-153	POLICE - EMP BENEFITS COOP							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC POLICE	1809568	04/16/2014	6.50	04/14	PD
100-525211-225	POLICE - TELEPHONE							
	7343	AT & T	AT & T 262 763-3474 163 6 POLICE	26276334740414	04/04/2014	93.74	04/14	PD
Total POLICE DEPT.						100.24		
100-525220-153	FIRE - EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC FIRE	1809568	04/16/2014	4.00	04/14	PD
100-525220-225	FIRE - TELEPHONE							
	7343	AT & T	AT & T 262 763-3474 163 6 FIRE	26276334740414	04/04/2014	74.99	04/14	PD
100-525220-399	FIRE SUNDRIES							

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2390	PETTY CASH	PETTY CASH FIRE DEPT	APRIL2014	04/16/2014	33.89	04/14	PD
Total FIRE DEPT.					112.88		
100-535321-153	STREETS - EMPLOYEE BENEFITS						
5090	EMPLOYEE BENEFITS CORPORATIO	EBC STREET	1809568	04/16/2014	6.00	04/14	PD
100-535321-225	STREETS - TELEPHONE						
7343	AT & T	AT & T 262 763-3474 163 6 DPW	26276334740414	04/04/2014	37.49	04/14	PD
100-535321-261	STREETS - LIGHTING						
3330	WE ENERGIES	0088-492-988 Traffic Signal	0088492988MAR14	04/08/2014	56.57	04/14	PD
3330	WE ENERGIES	3073-922-427 Milw Ave Echo Lk	3073922427MAR14	04/08/2014	20.40	04/14	PD
3330	WE ENERGIES	3277-994-067 Traffic Signal Controller	3277994067MAR14	04/08/2014	51.62	04/14	PD
3330	WE ENERGIES	4067-122-145 PARKING LOT	4067122145MAR14	04/08/2014	23.24	04/14	PD
3330	WE ENERGIES	5639-265-567 650 Milwaukee Ave	5639265567MAR14	04/08/2014	237.48	04/14	PD
3330	WE ENERGIES	6838-102-431 Traffic Signal	6838102431MAR14	04/09/2014	287.36	04/14	PD
					676.67	*	
100-535321-298	STREETS - CONTRACT SERVICES						
2290	ORKIN COMMERCIAL SERVICES	ORKIN PEST CONTROL DPW (split)	91921419	03/25/2014	13.44	04/14	PD
Total STREET ADMINISTRATION					733.60		
100-555551-153	PARKS - EMPLOYEE BENEFITS						
5090	EMPLOYEE BENEFITS CORPORATIO	EBC PARK	1809568	04/16/2014	2.00	04/14	PD
100-555551-220	PARKS - UTILITIES						
3330	WE ENERGIES	0235-568-359 Concession Bldg	0235568359MAR14	04/08/2014	153.53	04/14	PD
3330	WE ENERGIES	1486-453-053 Storage Garage	1486453053MAR14	04/09/2014	18.27	04/14	PD
3330	WE ENERGIES	2672-334-997 Cabinet Parking Lot	2672334997MAR14	04/08/2014	122.68	04/14	PD
3330	WE ENERGIES	3406-030-405 732 Maryland Ave	3406030405MAR14	04/08/2014	101.92	04/14	PD
3330	WE ENERGIES	3832-053-838 225 Robert St	3832053838MAR14	04/03/2014	8.96	04/14	PD
3330	WE ENERGIES	4278-074-627 Baseball Scoreboard	4278074627MAR14	04/08/2014	24.93	04/14	PD
3330	WE ENERGIES	4447-370-241 Pavillion	4447370241MAR14	04/08/2014	8.96	04/14	PD
3330	WE ENERGIES	4484-977-713 Riverside Park	4484977713MAR14	04/08/2014	62.08	04/14	PD
3330	WE ENERGIES	5200-062-983 517 Congress St	5200062983MAR14	04/08/2014	8.96	04/14	PD
3330	WE ENERGIES	5276-292-324 Lighting for bike path	5276292324MAR14	04/08/2014	22.24	04/14	PD
3330	WE ENERGIES	7060-825-262 712 Maryland Ave	7060825262MAR14	04/08/2014	8.96	04/14	PD
					541.49	*	
100-555551-298	PARKS - OUTSIDE SERVICES						
2290	ORKIN COMMERCIAL SERVICES	ORKIN PEST CONTROL DPW (split)	91921419	03/25/2014	6.72	04/14	PD
Total PARKS					550.21		
100-565641-310	PLAN COMM - SUPPLIES, POSTAGE						
2390	PETTY CASH	PETTY CASH PLAN COMMISSION	APRIL2014	04/16/2014	2.00	04/14	PD
Total PLANNING COMMISSION					2.00		
Total GENERAL FUND					7,897.15		

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
251-555511-153	EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC LIBRARY	1809568	04/16/2014	16.75	04/14	PD
Total FUND EXPENSES						16.75		
Total LIBRARY OPERATIONS FUND						16.75		
465-535321-805	DPW CAPITAL OUTLAY VEHICLES							
	2008	MILLER-BRADFORD & RISBERG INC.	Annual Lease Payment on 2 Loaders	2014	04/16/2014	27,600.00	04/14	PD
Total STREET ADMINISTRATION						27,600.00		
Total CAPITAL REPLACEMENT FUND						27,600.00		
621-454565-000	CONTRIBUTIONS IN AID							
	8767	LARRY KEMPKEN & SONS, LLC	REFUND OF SEWER CONNECTION F	1181	04/14/2014	5,776.00	04/14	PD
621-575740-153	EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC WWTP	1809568	04/16/2014	5.20	04/14	PD
Total WASTEWATER FUND EXPENSES						5.20		
Total WASTEWATER OPERATIONS FUND						5,781.20		
622-509040-000	UNCOLLECTIBLE ACCOUNTS							
	7222	BRUNNER, DANIEL	refund w/s acct 12.0552.01 overpaid	12.0552.01	04/15/2014	107.00	04/14	PD
	8768	SAFEGUARD-ECOVA	refund of overpayment 308 Conkey St	13.0449.01	04/15/2014	103.83	04/14	PD
						210.83	*	
Total 622-509040						210.83		
622-509210-000	OFFICE SUPPLY							
	2390	PETTY CASH	PETTY CASH WATER	APRIL2014	04/16/2014	1.15	04/14	PD
	7343	AT & T	AT & T 262 763-3474 163 6 WATER	26276334740414	04/04/2014	37.48	04/14	PD
						38.63	*	
Total 622-509210						38.63		
622-509260-153	EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC WATER	1809568	04/16/2014	7.90	04/14	PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
Total 622-509260						7.90		
622-509350-000	GENERAL PLANT-SUPPLIES							
	2290	ORKIN COMMERCIAL SERVICES	ORKIN PEST CONTROL DPW (split)	91921419	03/25/2014	13.44	04/14	PD
Total 622-509350						13.44		
Total WATER UTILITY FUND						270.80		
623-575740-200	FUEL FOR RESALE							
	6929	SIERRA PETROLEUM CO, INC.	SIERRA PETRO AV GAS 100LL	79642	04/09/2014	39,193.22	04/14	PD
623-575740-220	ELECTRIC							
	3330	WE ENERGIES	2883-779-344 707 Airport Rd	2883779344MAR14	04/08/2014	58.12	04/14	PD
	3330	WE ENERGIES	3243-871-135 Bieneman Road	3243871135MAR14	04/08/2014	19.13	04/14	PD
	3330	WE ENERGIES	6069-094-440 Airport Runway Lights	3069094440MAR14	04/08/2014	431.37	04/14	PD
	3330	WE ENERGIES	6280-861-972 Runway 29 Lighting	3280861972MAR14	04/08/2014	10.09	04/14	PD
	3330	WE ENERGIES	6831-002-581 FUELING AREA	3831002581MAR14	04/08/2014	72.74	04/14	PD
	3330	WE ENERGIES	7460-654-921 707 Airport Rd	7460654921MAR14	04/08/2014	57.98	04/14	PD
	3330	WE ENERGIES	8044-510-981 HANGAR	3044510981MAR14	04/08/2014	477.73	04/14	PD
	3330	WE ENERGIES	8460-785-002 Bieneman Rd Beacon	3460785002MAR14	04/08/2014	20.27	04/14	PD
	3330	WE ENERGIES	8637-669-300 707 Airport Rd Office	3637669300MAR14	04/08/2014	107.53	04/14	PD
						1,254.96	*	
623-575740-225	TELEPHONE							
	7343	AT & T	AT & T 262 763-3474 163 6 Airport	26276334740414	04/04/2014	56.22	04/14	PD
623-575740-298	CONTRACT SERVICES							
	6280	BURLINGTON DEVELOPMENT GROU	TIME WARNER	APRIL2014	03/15/2014	55.00	04/14	PD
	6280	BURLINGTON DEVELOPMENT GROU	Reimbursable Outside Service - Cleanin	APRIL2014	03/15/2014	350.00	04/14	PD
						405.00	*	
623-575740-450	RENT							
	6280	BURLINGTON DEVELOPMENT GROU	BURLINGTON DEVELOPMENT GROU	APRIL2014	03/15/2014	865.00	04/14	PD
Total 623-575740						41,774.40		
Total AIRPORT FUND						41,774.40		
Grand Total:						83,340.30		

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
100-454521-001	BOND FEES							
	7366	RACINE CO T & M COURT	Swihart, Kristi; Case: 14-5684	SWIHART 14-5684	04/19/2014	500.00	04/14	PD
Total 100-454521						500.00		
100-515121-310	MUNI COURT - OFFICE SUPPLIES							
	8734	BMO HARRIS BANK N.A.	walmart - split	4292 04/14	04/15/2014	2.98	04/14	PD
Total MUNICIPAL COURT						2.98		
100-515132-225	ADMIN - TELEPHONE							
	7094	AT & T LONG DISTANCE	AT & T LONG DISTANCE ADMIN	829440291-03/14	04/04/2014	225.80	04/14	PD
100-515132-310	ADMIN - OFF SUPP-POSTAGE							
	8734	BMO HARRIS BANK N.A.	walmart - split	4292 04/14	04/15/2014	12.94	04/14	PD
	8748	BMO HARRIS BANK N.A.	Lee Newspaper: The Journal Times	4276 04/14	04/15/2014	2.00	04/14	PD
	8748	BMO HARRIS BANK N.A.	CTC Constant Contact	4276 04/14	04/15/2014	5.00	04/14	PD
						19.94	*	
100-515132-399	ADMIN - SUNDRY EXPENSES							
	8744	BMO HARRIS BANK N.A.	CHARCOAL GRILL	2547 04/14	04/15/2014	25.50	04/14	PD
Total ADMINISTRATOR						271.24		
100-515140-310	CLERK - OFFICE SUPPLIES							
	8734	BMO HARRIS BANK N.A.	walmart - split	4292 04/14	04/15/2014	12.93	04/14	PD
100-515140-399	GENERAL CODE & MISC PUB							
	5419	GENERAL CODE	GENERAL CODE SUPPLEMENT	BILL00013776	03/31/2014	1,487.76	04/14	PD
Total CITY CLERK						1,500.69		
100-515141-157	FINANCE - INSERVICE TRAINING							
	8754	BMO HARRIS BANK N.A.	League of WI Municipalities	4238 04/14	04/15/2014	95.00	04/14	PD
100-515141-225	FINANCE - TELEPHONE							
	7094	AT & T LONG DISTANCE	AT & T LONG DISTANCE FINANCE	829440291-03/14	04/04/2014	204.12	04/14	PD
100-515141-310	FINANCE - OFFICE SUPP/POSTAGE							
	8734	BMO HARRIS BANK N.A.	walmart - split	4292 04/14	04/15/2014	2.98	04/14	PD
100-515141-324	FINANCE - MEMBERSHIP DUES							
	8754	BMO HARRIS BANK N.A.	WGFOA Membership Dues	4238 04/14	04/15/2014	25.00	04/14	PD
Total FINANCE						327.10		
100-515142-310	ELECTIONS - OPERATION SUPPLIES							
	8740	BMO HARRIS BANK N.A.	Wal-Mart	3118 - 04/14	04/15/2014	18.71	04/14	PD
	8740	BMO HARRIS BANK N.A.	Gooseberries - Election Workers Lunch	3118 - 04/14	04/15/2014	109.74	04/14	PD

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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
						128.45	*	
Total ELECTIONS						128.45		
100-525211-225	POLICE - TELEPHONE							
	7094	AT & T LONG DISTANCE	AT & T LONG DISTANCE POLICE	829440291-03/14	04/04/2014	446.95	04/14	PD
100-525211-310	POLICE - OFF SUPP-POSTAGE							
	8734	BMO HARRIS BANK N.A.	walmart	4292 04/14	04/15/2014	29.94	04/14	PD
	8747	BMO HARRIS BANK N.A.	Smart Sign	0486 04/14	04/15/2014	27.95	04/14	PD
						57.89	*	
100-525211-324	POLICE - PUBL,SUBSCRIPTS, DUES							
	8746	BMO HARRIS BANK N.A.	International Assoc of Chiefs of Police	4250 04/14	04/15/2014	120.00	04/14	PD
100-525211-330	POLICE - TRAVEL							
	8746	BMO HARRIS BANK N.A.	Lucky Star	4250 04/14	04/15/2014	37.01	04/14	PD
	8746	BMO HARRIS BANK N.A.	APCO International	4250 04/14	04/15/2014	509.00	04/14	PD
	8747	BMO HARRIS BANK N.A.	Napoli	0486 04/14	04/15/2014	63.48	04/14	PD
	8747	BMO HARRIS BANK N.A.	Lucky Stars	0486 04/14	04/15/2014	36.45	04/14	PD
						645.94	*	
100-525211-381	POLICE - INVESTIGATIONS							
	8747	BMO HARRIS BANK N.A.	Napoli	0486 04/14	04/15/2014	55.96	04/14	PD
100-525211-533	POLICE - COPY MACHINE RENT							
	8707	KONICA MINOLTA PREMIER FINANCE CONTRACT PAYMENT FOR COPY MA		251056552	03/31/2014	366.18	04/14	PD
Total POLICE DEPT.						1,692.92		
100-525220-225	FIRE - TELEPHONE							
	7094	AT & T LONG DISTANCE	AT & T LONG DISTANCE FIRE	829440291-03/14	04/04/2014	175.74	04/14	PD
100-525220-240	FIRE - FUEL, OIL, LUBRICANTS							
	8749	BMO HARRIS BANK N.A.	fuel	4300 04/14	04/15/2014	114.75	04/14	PD
100-525220-248	FIRE - REPAIR MAINT BLDGS							
	8749	BMO HARRIS BANK N.A.	Appliance Tech-Care Services - Repairs	4300 04/14	04/15/2014	929.95	04/14	PD
100-525220-310	FIRE - OFFICE SUPPLIES							
	8735	BMO HARRIS BANK N.A.	USPS	9205 04/14	04/15/2014	5.80	04/14	PD
100-525220-324	FIRE - MEMBERSHIP & DUES							
	8735	BMO HARRIS BANK N.A.	Center for Public Safety	9205 04/14	04/15/2014	325.00	04/14	PD
	8735	BMO HARRIS BANK N.A.	International Associat	9205 04/14	04/15/2014	259.00	04/14	PD
						584.00	*	
Total FIRE DEPT.						1,810.24		
100-535321-220	STREETS - UTILITIES							
	3330	WE ENERGIES	0688-843-174 830 Milw Ave	0688843174MAR14	04/09/2014	252.78	04/14	PD
100-535321-225	STREETS - TELEPHONE							
	7094	AT & T LONG DISTANCE	AT & T LONG DISTANCE DPW	829440291-03/14	04/04/2014	29.17	04/14	PD
100-535321-261	STREETS - LIGHTING							

3330	WE ENERGIES	2019-198-266 TRAFFIC LIGHTS	2019198266APR14	04/09/2014	51.35	04/14	PD
3330	WE ENERGIES	6438-309-692 Traffic Signal	3438309692APR14	04/10/2014	107.56	04/14	PD
					158.91	*	
100-535321-310	STREETS - OFF SUPP/POSTAGE						
8741	BMO HARRIS BANK N.A.	APWA - Posters	3100	04/14 04/15/2014	36.00	04/14	PD
100-535321-520	STREETS - PROP & LIAB INS						
3430	ZAREK INSURANCE, INC.	Zarek - Inland Marine Case Wheel Loac	7022	04/03/2014	18.00	04/14	PD
Total STREET ADMINISTRATION					494.86		
100-555551-220	PARKS - UTILITIES						
3330	WE ENERGIES	2625-548-774 Restrooms at Ballpark	2625548774MAR14	04/08/2014	33.06	04/14	PD
100-555551-520	PARKS - PROP AND LIAB INS						
3430	ZAREK INSURANCE, INC.	Zarek - Inland Marine Case Wheel Loac	7022	04/03/2014	18.00	04/14	PD
Total PARKS					51.06		
Total GENERAL FUND					6,779.54		
251-555511-225	TELEPHONE						
8737	BMO HARRIS BANK N.A.	Google - on going	0568	04/14 04/15/2014	54.16	04/14	PD
251-555511-310	OFFICE SUPPLIES, POSTAGE						
8738	BMO HARRIS BANK N.A.	Wal-Mart	0543	04/14 04/15/2014	60.75	04/14	PD
251-555511-327	MATERIALS						
8736	BMO HARRIS BANK N.A.	Walmart (split)	1756	04/14 04/15/2014	156.75	04/14	PD
8736	BMO HARRIS BANK N.A.	Shopko - Materials	1756	04/14 04/15/2014	159.12	04/14	PD
8736	BMO HARRIS BANK N.A.	Two Little Hands - DVD" & CD's	1756	04/14 04/15/2014	275.96	04/14	PD
8736	BMO HARRIS BANK N.A.	Goodwill	1756	04/14 04/15/2014	15.28	04/14	PD
8736	BMO HARRIS BANK N.A.	Amazon: DVD's	1756	04/14 04/15/2014	34.92	04/14	PD
					642.03	*	
251-555511-330	INSERVICE TRAINING/TRAVEL						
8745	BMO HARRIS BANK N.A.	Blue Harbor	8745	04/14 04/15/2014	106.00	04/14	PD
8745	BMO HARRIS BANK N.A.	WI Library Assoc	8745	04/14 04/15/2014	148.00	04/14	PD
					254.00	*	
251-555511-345	PROGRAMS						
8736	BMO HARRIS BANK N.A.	Walmart (split)	1756	04/14 04/15/2014	82.58	04/14	PD
8736	BMO HARRIS BANK N.A.	Dollar Tree Store	1756	04/14 04/15/2014	10.51	04/14	PD
8736	BMO HARRIS BANK N.A.	Subway	1756	04/14 04/15/2014	3.76	04/14	PD
8736	BMO HARRIS BANK N.A.	Highsmith LLC - Summer Library Progra	1756	04/14 04/15/2014	208.07	04/14	PD
8736	BMO HARRIS BANK N.A.	Walmart	1756	04/14 04/15/2014	46.80	04/14	PD
8739	BMO HARRIS BANK N.A.	Highsmith LLC	0550	04/14 04/15/2014	135.53	04/14	PD
8739	BMO HARRIS BANK N.A.	PBD ALA-Graph Edition - Materials	0550	04/14 04/15/2014	39.60	04/14	PD
					526.85	*	
Total FUND EXPENSES					1,537.79		

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
Total LIBRARY OPERATIONS FUND						1,537.79		
621-181000	CONSTRUCTION IN PROGRESS							
	8641	STAAB CONSTRUCTION CORP.	PHASE II-WWTF UPGRADES & IMPROV	PMNT 18 *	04/08/2014	22,664.19	04/14	PD
621-575740-220	WWTP-ELECTRIC							
	3330	WE ENERGIES	7672-906-685 Lift Station 2224 S Milw	7672906685MAR14	04/09/2014	280.11	04/14	PD
	3330	WE ENERGIES	8635-875-051 Krift Av 800 Ft S Industria	3635875051MAR14	04/03/2014	61.43	04/14	PD
						341.54	*	
621-575740-225	TELEPHONE							
	7692	VERIZON WIRELESS	SCADA WWTP Acct # 242013605-000C	9723250168	04/10/2014	40.78	04/14	PD
621-575740-244	REPAIRS,MAINT EQUIPMENT							
	1088	RUNDLE-SPENCE	Rundle-Spence - WWTP supplies	S2250337.001	04/10/2014	268.14	04/14	PD
621-575740-245	GROUND IMPROVEMENTS							
	8515	JOHN DEERE FINANCIAL	John Deere - purchase parts	V26008	03/18/2014	36.28	04/14	PD
621-575740-248	PLANT OPERATION							
	8753	BMO HARRIS BANK N.A.	DSPS Epay	5513 04/14	04/15/2014	20.00	04/14	PD
621-575740-249	LABORATORY							
	936	CULLIGAN OF BURLINGTON	CULLIGAN M9 MIXED BED 9" SERVICE	500X01321005	03/31/2014	222.25	04/14	PD
	8332	COMDATA	Roundy's WWTP Account RH230	M40910923	04/01/2014	156.96	04/14	PD
						379.21	*	
621-575740-310	OFFICE SUPPLIES, POSTAGE							
	2360	PETTY CASH WWTP	PETTY CASH WWTP	APRIL2014	04/23/2014	44.52	04/14	PD
	8696	CANON SOLUTIONS AMERICA, INC	Copier - WWTP Serial FRU35325	4012529818	04/01/2014	42.90	04/14	PD
						87.42	*	
Total WASTEWATER FUND EXPENSES						1,173.37		
Total WASTEWATER OPERATIONS FUND						23,837.56		
622-506500-000	RESERVOIRS & SUPPLES							
	1088	RUNDLE-SPENCE	Rundle-Spence - Water Dept Supplies	S2250000.001	04/04/2014	55.80	04/14	PD
Total 622-506500						55.80		
622-509210-000	OFFICE SUPPLY							
	7094	AT & T LONG DISTANCE	AT & T LONG DISTANCE WATER	829440291-03/14	04/04/2014	29.17	04/14	PD
Total 622-509210						29.17		
Total WATER UTILITY FUND						84.97		
623-575740-225	TELEPHONE							

7094 AT & T LONG DISTANCE	AT & T LONG DISTANCE AIRPORT	829440291-03/14	04/04/2014	29.17	04/14	PD
Total 623-575740				29.17		
Total AIRPORT FUND				29.17		
Grand Total:				32,269.03		

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
100-454511-000	CLERKS REVENUE						
	5016	WI DEPT OF JUSTICE-2688	G1026T WI DEPT OF JUSTICE CIB	G1026T 03/14	03/31/2014	126.00	05/14
100-515111-399	CITY COUNCIL - PUBLICATION						
	2790	SOUTHERN LAKES NEWSPAPERS LI	Conditional Use Permit	155046	03/20/2014	58.40	05/14
	2790	SOUTHERN LAKES NEWSPAPERS LI	Standard Press Legals - Ordinances	155208	03/20/2014	54.82	05/14
	2790	SOUTHERN LAKES NEWSPAPERS LI	STANDARD PRESS RES	155613	03/27/2014	107.43	05/14
	2790	SOUTHERN LAKES NEWSPAPERS LI	Standard Press Legals - Ordinances	155650	03/27/2014	41.08	05/14
	2790	SOUTHERN LAKES NEWSPAPERS LI	Standard Press Legals - Minutes	155818	03/27/2014	98.33	05/14
	2790	SOUTHERN LAKES NEWSPAPERS LI	Multi-Jurisdiction Comp	157304	04/10/2014	65.12	05/14
	2790	SOUTHERN LAKES NEWSPAPERS LI	Standard Press Legals - Ordinances	157665	04/10/2014	20.47	05/14
	2790	SOUTHERN LAKES NEWSPAPERS LI	Standard Press Legals - Ordinances	157688	04/10/2014	102.91	05/14
						548.56	*
	Total CITY COUNCIL					548.56	
100-515121-243	MUNI COURT - SERVICE CONTRACTS						
	1584	JAMES IMAGING SYSTEMS, INC.	Muni Toshiba ES550	535477	04/16/2014	14.93	05/14
100-515121-310	MUNI COURT - OFFICE SUPPLIES						
	4338	PITNEY BOWES	MUNI SUPPLIES	5502445101	04/03/2014	11.05	05/14
	7869	CINTAS CORPORATION	MUNI COURT	8400934001	04/11/2014	21.80	05/14
						32.85	*
100-515121-344	MUNI COURT - JANITOR SUPPLIES						
	1140	ELKHORN CHEMICAL & PACKAGING	Muni Janitor Supplies	547044	04/11/2014	10.05	05/14
	Total MUNICIPAL COURT					57.83	
100-515132-219	BLDG INSP - SEALER,WGHTS,MEAS						
	3291	WI DEPT OF AGRICULTURE	WI DEPT AGRICULTURE WEIGHTS A	042314	04/23/2014	6,400.00	05/14
100-515132-310	ADMIN - OFF SUPP-POSTAGE						
	2590	REINEMANS, INC.	Reinemans - Admin Supplies	49448	04/10/2014	5.49	05/14
	3635	RICHTER'S MARKETPLACE	water refill (split)	04/23/14 CH*	04/23/2014	10.37	05/14
	4338	PITNEY BOWES	ADMIN SUPPLIES	5502445101	04/03/2014	27.62	05/14
	5720	BURLINGTON GLASS, INC.	clear picture glass	158832	04/10/2014	25.00	05/14
	7869	CINTAS CORPORATION	ADMIN	8400934001	04/11/2014	21.80	05/14
						90.28	*
100-515132-324	ADMIN - MEMBERSHIP DUES						
	4972	BURLINGTON ROTARY CLUB	BURLINGTON ROTARY CLUB K LAHN	51232	03/31/2014	193.00	05/14
100-515132-344	ADMIN - JANITOR SUPPLIES						
	1140	ELKHORN CHEMICAL & PACKAGING	Admin Janitor Supplies	547044	04/11/2014	118.60	05/14
100-515132-399	ADMIN - SUNDRY EXPENSES						
	2682	GOOSEBERRIES	GOOSEBERRIES LUNCH & LEARN	60553	04/24/2014	226.96	05/14
	3635	RICHTER'S MARKETPLACE	Lunch & Learn	04/23/14 CH	04/23/2014	25.35	05/14
						252.31	*
	Total ADMINISTRATOR					7,054.19	
100-515140-310	CLERK - OFFICE SUPPLIES						
	3635	RICHTER'S MARKETPLACE	water refill (split)	04/23/14 CH*	04/23/2014	3.46	05/14
	7869	CINTAS CORPORATION	CLERK	8400934001	04/11/2014	21.78	05/14

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
						25.24	*
Total CITY CLERK						25.24	
100-515141-310	FINANCE - OFFICE SUPP/POSTAGE						
	4338 PITNEY BOWES		FIN SUPPLIES	5502445101	04/03/2014	16.57	05/14
	7135 BUBRICK'S COMPLETE OFFICE		Bubrick's - Finance office supplies	890254	04/11/2014	26.96	05/14
	7869 CINTAS CORPORATION		FINANCE	8400934001	04/11/2014	21.80	05/14
						65.33	*
100-515141-344	FINANCE - JANITOR SUPPLIES						
	1140 ELKHORN CHEMICAL & PACKAGING		Finance Janitor Supplies	547044	04/11/2014	62.31	05/14
	1140 ELKHORN CHEMICAL & PACKAGING		Clerk Janitor Supplies	547044	04/11/2014	10.05	05/14
						72.36	*
100-515141-533	FINANCE - COPY MACHINE RENTAL						
	1584 JAMES IMAGING SYSTEMS, INC.		Fin Toshiba ES550	535477	04/16/2014	44.78	05/14
Total FINANCE						182.47	
100-515142-310	ELECTIONS - OPERATION SUPPLIES						
	2590 REINEMANS, INC.		Reinemans - Election Supplies	49448	04/10/2014	5.98	05/14
100-515142-321	ELECTIONS - BALLOTS & ADVERT						
	2790 SOUTHERN LAKES NEWSPAPERS LI		STANDARD PRESS ELECTION NOTIC	155332	03/20/2014	18.18	05/14
Total ELECTIONS						24.16	
100-525211-211	POLICE - PHYSICALS						
	2353 PERSONNEL EVALUATION, INC.		Police Dept JV Pep Billing	08242	03/31/2014	240.00	05/14
	4154 AURORA HEALTH CARE		Acct #600003827 - Banks, Nathan	123227218	04/01/2014	116.00	05/14
						356.00	*
100-525211-225	POLICE - TELEPHONE						
	5016 WI DEPT OF JUSTICE-2688		WI DEPT OF JUSTICE CIB QUARTERI	T16935	04/14/2014	360.00	05/14
100-525211-240	POLICE - FUEL, OIL						
	1050 DOUG'S AUTO		Oil Change	022460	03/24/2014	24.95	05/14
100-525211-242	POLICE - REPAIR/MTCE EQUIP						
	5477 BUMPER TO BUMPER		BUMPER TO BUMPER POLICE SUPPL	262204	04/04/2014	111.58	05/14
	5477 BUMPER TO BUMPER		BUMPER TO BUMPER POLICE SUPPL	262763	04/14/2014	23.96	05/14
						135.54	*
100-525211-244	POLICE - REPAIR & MAINTENANCE						
	5364 DIGICORP		Digicorp - Police	303670	03/31/2014	323.63	05/14
100-525211-310	POLICE - OFF SUPP-POSTAGE						
	2590 REINEMANS, INC.		Reinemans - UPS Delivery	49317	04/08/2014	19.66	05/14
	3635 RICHTER'S MARKETPLACE		Police Dept Supplies	04/04/14 PD	04/04/2014	27.43	05/14
	3635 RICHTER'S MARKETPLACE		water refill Police Dept	04/10/14 PD	04/10/2014	5.85	05/14
	3635 RICHTER'S MARKETPLACE		water refill Police Dept	04/15/14 PD	04/15/2014	5.85	05/14
	4338 PITNEY BOWES		POLICE SUPPLIES	5502445101	04/03/2014	16.57	05/14
	7135 BUBRICK'S COMPLETE OFFICE		Bubrick's - Police Dept Office Supplies	876875	03/14/2014	249.63	05/14

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
						324.99	*
100-525211-344		POLICE - JANITOR SUPPLIES					
	1140	ELKHORN CHEMICAL & PACKAGING	ELKHORN CHEMICAL POLICE SUPPL	547045	04/11/2014	301.12	05/14
	1951	MENARDS	MENARDS POLICE ACCT 32120263	48566	04/11/2014	12.95	05/14
	2590	REINEMANS, INC.	REINEMANS POLICE JANITOR SUPP	49844	04/16/2014	11.91	05/14
						325.98	*
100-525211-347		POLICE - FIREARM SUPP/RANGE					
	2830	STREICHER'S	Streicher's PD Ammo	L1083726	04/04/2014	313.60	05/14
100-525211-381		POLICE - INVESTIGATIONS					
	1391	LANGUAGE LINE SERVICES, INC	OVER-THE -PHONE INTERPRETATIO	3354514	04/30/2014	2.41	05/14
	5907	ACL LABORATORIES	ACL LAB 30002225-X661 POLICE DEP	201307-0*	06/21/2013	17.50	05/14
						19.91	*
		Total POLICE DEPT.				2,184.60	
100-525220-157		FIRE - INSERVICE TRAINING					
	4354	GATEWAY - KENOSHA CAMPUS	Nat Reg Exam	18861	04/16/2014	110.00	05/14
100-525220-242		FIRE - REPAIR & MAINT VEHICLES					
	1820	LOIS TIRE SHOP, INC.	Fire Dept - 2014 Ford Explorer - Tire Rej	344961	04/24/2014	33.00	05/14
	1951	MENARDS	Menards Fire Dept Acct # 32120264	49587	04/25/2014	1.50	05/14
	2590	REINEMANS, INC.	Recoil Hose	49652	04/12/2014	17.45	05/14
						51.95	*
100-525220-244		FIRE - REPAIR MAINT EQUIPMENT					
	1483	HENRY SCHEIN, INC	HENRY SCHEIN EMS - CREDIT	16670842	01/15/2014	12.00	05/14
100-525220-248		FIRE - REPAIR MAINT BLDGS					
	1951	MENARDS	Menards Fire Dept Acct # 32120264	49145	04/19/2014	33.48	05/14
	1951	MENARDS	Menards Fire Dept Acct # 32120264	49223	04/20/2014	107.54	05/14
						141.02	*
100-525220-298		FIRE- CONTRACT SERVICES					
	117	ALSCO	ALSCO FIRE DEPT	IMIL802977	04/16/2014	44.29	05/14
	7630	MALEK & ASSOCIATES CONSULTAN	MALEK Plan Review for Echo Foods	5030	04/10/2014	2,155.00	05/14
						2,199.29	*
100-525220-310		FIRE - OFFICE SUPPLIES					
	1215	FIREHOUSE	FIREHOUSE MAGAZINE SUBSCRIPTI	111609 2014	03/11/2014	50.00	05/14
	1373	BEST STAMPS	PRE-INKED STAMPER	354100	04/21/2014	80.00	05/14
	2590	REINEMANS, INC.	Reinemans - UPS Delivery	48784	03/31/2014	100.98	05/14
						230.98	*
		Total FIRE DEPT.				2,721.24	
100-535321-159		STREETS - CLOTHING ALLOWANCE					
	117	ALSCO	ALSCO DPW - STREETS	IMIL800521	04/09/2014	76.46	05/14
	117	ALSCO	ALSCO DPW - STREETS	IMIL802987	04/16/2014	81.12	05/14
						157.58	*
100-535321-242		STREETS - REP MAINT VEHICLES					
	1378	GRAY'S INC.	Gray's DPW blades	31727	04/10/2014	1,360.00	05/14
	1457	HUMPHREY SERVICE & PARTS, INC.	HUMPHEY SERVICE DPW STOCK	1137871	04/10/2014	19.84	05/14
	1457	HUMPHREY SERVICE & PARTS, INC.	HUMPHEY SERVICE DPW STOCK	1137846	04/11/2014	19.46	05/14
	1457	HUMPHREY SERVICE & PARTS, INC.	HUMPHEY SERVICE DPW STOCK	1137979	04/14/2014	10.49	05/14
	1820	LOIS TIRE SHOP, INC.	LOIS TIRE - Unit 104	344057	04/11/2014	248.88	05/14
	2000	MIKE'S REPAIR SERVICE	MIIKES REPAIR SERVICE UNIT #811	43603	04/08/2011	4.00	05/14
	2060	MOTOR PARTS COMPANY, LLC.	Motor Parts - parts for stock	236967	04/11/2014	105.50	05/14
	2060	MOTOR PARTS COMPANY, LLC.	Motor Parts - parts for stock	236969	04/11/2014	10.47	05/14

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
	2060	MOTOR PARTS COMPANY, LLC.	Motor Parts - parts for stock	237058	04/14/2014	5.75	05/14
	2587	REINDERS INC	REINDERS DPW PARTS	1481462-00	04/10/2014	189.75	05/14
	4351	DUECO	Repairs for Unit 609	314389	04/10/2014	932.72	05/14
	4351	DUECO	Decal Arrow Unit 609	314671	04/14/2014	40.73	05/14
	5043	IBD, LLC	IBD- Unit 103	174942	04/11/2014	64.95	05/14
						3,012.54	*
100-535321-248	STREETS REP & MAINT BLDG						
	117	ALSCO	ALSCO DPW (split)	IMIL800522	04/09/2014	8.46	05/14
100-535321-298	STREETS - CONTRACT SERVICES						
	2290	ORKIN COMMERCIAL SERVICES	ORKIN ANNUAL CONTRACT DPW (sp	2014	04/11/2014	258.05	05/14
	2860	TAPCO	TAPCO TIMING CHANGES	1450788	04/09/2014	360.00	05/14
	4217	KAPUR & ASSOCIATES, INC.	14.0037.01 Burlington General 2014	82028	04/14/2014	583.00	05/14
	5032	OUTDOOR LIGHTING CONST INC	Bridge & Chestnut- Stret Light Knock D	6655	04/10/2014	4,702.00	05/14
						5,903.05	*
100-535321-310	STREETS - OFF SUPP/POSTAGE						
	3635	RICHTER'S MARKETPLACE	Richter's - DPW	04/09/14	04/09/2014	11.14	05/14
	5906	MINUTEMAN PRESS OF BURLINGTOI	Minuteman - Door Hangers	19845	04/11/2014	57.50	05/14
						68.64	*
100-535321-350	STREETS - REP MAINT SUPPLIES						
	1951	MENARDS	Tamper w/Handle	48386	04/09/2014	25.97	05/14
	1951	MENARDS	Menards - stone mortar	48827	04/15/2014	33.39	05/14
	2590	REINEMANS, INC.	Reinemans - Streets Supplies	49019	04/04/2014	10.79	05/14
	2590	REINEMANS, INC.	Reinemans - Hardware	49845	04/18/2014	1.29	05/14
	2860	TAPCO	TAPCO DPW	L450705	04/09/2014	224.27	05/14
						295.71	*
100-535321-351	STREETS - MAINT CURB,GUT,SWKS						
	1421	BLACK DIAMOND GROUP, INC	2013 Burlington Streets Project	PYMT # 5	04/07/2014	676.13	05/14
	Total STREET ADMINISTRATION					10,122.11	
100-545411-291	HEALTH OFFICER-CONTRACT						
	4325	MEMORIAL HOSPITAL-WRCHD	MEMORIAL HOSPITAL WRCHD	2014MARCH	03/28/2014	4,790.88	05/14
	Total HEALTH OFFICER					4,790.88	
100-545430-298	ANIMAL SHELTER						
	709	WISCONSIN HUMANE SOCIETY	ANIMAL SHELTER CONTRACT	245	04/01/2014	860.92	05/14
	Total DOG POUND					860.92	
100-555551-159	PARKS - CLOTHING						
	117	ALSCO	ALSCO DPW - PARKS	IMIL800521	04/09/2014	30.00	05/14
	117	ALSCO	ALSCO DPW - PARKS	IMIL802987	04/18/2014	30.00	05/14
						60.00	*
100-555551-240	PARKS - FUEL, OIL, LUBRICANTS						
	2590	REINEMANS, INC.	Reinemans - Parks Supplies	49505	04/11/2014	22.09	05/14
100-555551-248	PARKS - REPAIR MAINT BLDGS						
	117	ALSCO	ALSCO DPW (split)	IMIL800522	04/09/2014	4.22	05/14
100-555551-298	PARKS - OUTSIDE SERVICES						

2290	ORKIN COMMERCIAL SERVICES	ORKIN ANNUAL CONTRACT DPW (sp	2014	04/11/2014	129.02	05/14
2330	PATS SERVICES, INC	CITY OF BURLINGTON DOG PARK	A-97773	04/07/2014	80.00	05/14
2330	PATS SERVICES, INC	CITY OF BURLINGTON ECHO PARK	A-97916	03/06/2014	80.00	05/14
3019	VANGUARD COMPUTERS, INC.	Clean, Wax Standing Bronze Lincoln Str	3830A	04/07/2014	5,000.00	05/14
					5,289.02	*
100-555551-310	PARKS - OFFICE SUPP, POSTAGE					
3635	RICHTER'S MARKETPLACE	Swaps Meeting	04/16/14 DPW	04/16/2014	72.19	05/14
3635	RICHTER'S MARKETPLACE	Swaps Meeting	04/17/14 DPW	04/17/2014	79.37	05/14
					151.56	*
100-555551-350	PARKS - REPAIR/MTCE SUPPLIES					
2590	REINEMANS, INC.	Reinemans - Parks Supplies	49469	04/10/2014	17.53	05/14
2590	REINEMANS, INC.	Reinemans - Parks	49841	04/16/2014	5.84	05/14
3663	CONSERV FS	CONSERV FS PARKS DEPT	0374013	04/08/2014	131.53	05/14
3663	CONSERV FS	in-ground home plate	0374042	04/08/2014	63.67	05/14
					218.57	*
Total PARKS					5,745.46	
100-565641-298	PLAN COMM - CONTRACT SVCS					
4217	KAPUR & ASSOCIATES, INC.	14.0148.01 Jims Auto Body	82020	04/14/2014	435.00	05/14
Total PLANNING COMMISSION					435.00	
100-575710-295	CLEAN SWEEP					
3635	RICHTER'S MARKETPLACE	Clean Sweep	04/10/14 DPW	04/10/2014	87.57	05/14
Total GARBAGE COLLECTION					87.57	
Total GENERAL FUND					34,966.23	
251-555511-225	TELEPHONE					
5364	DIGICORP	New Phone for Front Desk	303442	04/22/2014	261.53	05/14
251-555511-242	REPAIR, MAINTENANCE EQUIPMENT					
1010	DEMCO	DVD SHELVING & KIT RACK	5267223	04/22/2014	1,772.00	05/14
1368	GORDON FLESCH COMPANY, INC.	GORDON FLESCH LIBRARY MAINTEN	10735800	04/22/2014	411.99	05/14
1632	MURPHY SECURITY SOLUTIONS	CHECKPOINT SERVICE	6009MS	04/22/2014	250.00	05/14
1915	MARTIN GROUP	Martin - repair ref desk printer	1154243	04/22/2014	150.00	05/14
					2,583.99	*
251-555511-247	REPAIR, MAINTENANCE BUILDING					
1140	ELKHORN CHEMICAL & PACKAGING	building supplies	547046	04/22/2014	407.70	05/14
1631	A & A FINISHES	REFINISHED WORK DONE ON CHAIR:	1613	04/22/2014	80.00	05/14
1951	MENARDS	electrical supplies	48921	04/22/2014	26.10	05/14
2590	REINEMANS, INC.	Reinemans - Library	49645	04/22/2014	41.42	05/14
5720	BURLINGTON GLASS, INC.	ADJUST FRONT DOOR	157102	04/22/2014	90.00	05/14
7093	LEATHER FARM, THE	chair backs	041514LF	04/22/2014	500.00	05/14
					1,145.22	*
251-555511-310	OFFICE SUPPLIES, POSTAGE					
1010	DEMCO	DEMCO LIBRARY TECH SERVICE SU	0414DEM	04/22/2014	233.33	05/14
1718	LAKESHORE LIBRARY SYSTEM	Library Receipt Printer Paper	1495LLS	04/22/2014	51.00	05/14
3635	RICHTER'S MARKETPLACE	supplies	032514RM	04/22/2014	40.58	05/14
4052	ID LABEL, INC	ID LABEL LIBRARY BAR CODES	0074363	04/22/2014	225.50	05/14
4338	PITNEY BOWES	LIBRARY SUPPLIES	5502445101	04/03/2014	16.57	05/14

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
	7679	STAPLES ADVANTAGE	STAPLES LIBRARY SUPPLIES	8029371025	04/22/2014	128.28	05/14
						695.26	*
251-555511-312		COMPUTER SUPPLIES					
	5980	FARONICS TECHNOLOGIES USA, INC	DEEP FREEZE 2 YEAR RENEWAL	0414FAR	04/22/2014	266.00	05/14
251-555511-318		AUTOMATION					
	5630	AMAZON.COM/GE MONEY	THREE COMPUTER MICE	0414AMAZ2	04/22/2014	29.50	05/14
251-555511-327		MATERIALS					
	300	BAKER & TAYLOR	BAKER & TAYLOR LIBRARY MATERIA	2029245440	04/22/2014	2,517.64	05/14
	302	BAKER & TAYLOR CONT. SERVICE	ref & adult materials	5013062579	04/22/2014	64.81	05/14
	1277	SEBCO BOOKS	Sebco-Library Materials	171595	04/22/2014	2,389.93	05/14
	1561	CENTER POINT LARGE PRINT	Large Print Material	1165084	04/22/2014	216.90	05/14
	3210	THE H W WILSON COMPANY INC	REFERENCE MATERIALS	313494	04/22/2014	278.00	05/14
	3529	RECORDED BOOKS LLC	AUDIOBOOKS	74904269	04/22/2014	110.98	05/14
	4072	MICROMARKETING ASSOCIATES	LIBRARY MATERIALS	522203	04/22/2014	336.03	05/14
	4242	GREY HOUSE PUBLISHING	Library Reference Materials	886046	04/22/2014	139.50	05/14
	5155	SCHOLASTIC, INC	children's materials	8365194	04/22/2014	10.79	05/14
	5630	AMAZON.COM/GE MONEY	AMAZON .COM LIBRARY MATERIALS	0414AMAZ1	04/22/2014	489.46	05/14
	7607	MIDWEST TAPE, LLC	MIDWEST TAPE LIBRARY DVD'S & CI	91778509	04/22/2014	2,003.02	05/14
						8,557.06	*
Total FUND EXPENSES						13,538.56	
Total LIBRARY OPERATIONS FUND						13,538.56	
452-565639-399		Planning Expenditures					
	4217	KAPUR & ASSOCIATES, INC.	14.0081.01 Utility Planning & Design for	82030	04/14/2014	2,476.00	05/14
Total 452-565639						2,476.00	
Total Project Horizon						2,476.00	
465-525220-806		FIRE COMMUNICATION EQUIP					
	5364	DIGICORP	Equip Installation Tadiran IPX Office Phr	R75501	04/09/2014	5,215.99	05/14
Total FIRE DEPT.						5,215.99	
Total CAPITAL REPLACEMENT FUND						5,215.99	
470-515100-801		2012 3.19M 2 Yr Street Project					
	1421	BLACK DIAMOND GROUP, INC	2013 Burlington Streets Project	PYMT # 5	04/07/2014	20,221.70	05/14
	4217	KAPUR & ASSOCIATES, INC.	14.0100.01 2014 Burlington Streets	82069	04/15/2014	7,325.50	05/14
						27,547.20	*

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
Total 470-515100						27,547.20	
Total CAPITAL PROJ - INFRASTRUCTURE						27,547.20	
501-514900-000	ADMINISTRATIVE EXPENSES						
	8222	LABYRINTH HEALTHCARE GROUP	Monthly fee for Advocacy Serv	20833	04/21/2014	156.00	05/14
Total ADMINISTRATIVE						156.00	
Total SELF INSURANCE FUND						156.00	
621-181000	CONSTRUCTION IN PROGRESS						
	1421	BLACK DIAMOND GROUP, INC	2013 Burlington Streets Project	PYMT # 5	04/07/2014	60.00	05/14
	4217	KAPUR & ASSOCIATES, INC.	Kapur 12.0077.01 Phase II - WWTF Upg	82026	04/14/2014	4,966.79	05/14
						5,026.79	*
621-575740-159	CLOTHING ALLOWANCE						
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL797982	04/02/2014	123.55	05/14
	117	ALSCO	ALSCO WWTP Cust # 012230 (split)	IMIL800524	04/09/2014	75.37	05/14
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL802989	04/16/2014	75.37	05/14
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL805468	04/23/2014	77.12	05/14
						351.41	*
621-575740-244	REPAIRS,MAINT EQUIPMENT						
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL797982	04/02/2014	7.52	05/14
	117	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL797983	04/02/2014	107.84	05/14
	117	ALSCO	ALSCO WWTP Cust # 012230 (split)	IMIL800524	04/09/2014	7.52	05/14
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL802989	04/16/2014	10.02	05/14
	117	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL802990	04/16/2014	107.84	05/14
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL805468	04/23/2014	10.02	05/14
	1416	HALVERSON OVERHEAD DOOR CO.	Maint. Garage Repair	0087258-IN	03/31/2014	250.00	05/14
	1563	J & T SUPPLY COMPANY	J & T SUPPLIES WWTP	11760	03/27/2014	230.91	05/14
	1951	MENARDS	Menards - WWTP Supplies	48843	04/15/2014	160.66	05/14
	1951	MENARDS	Menards - WWTP Supplies	48936	04/16/2014	118.20	05/14
	2590	REINEMANS, INC.	Reinemans - rental	49852	04/16/2014	31.40	05/14
	2590	REINEMANS, INC.	Reinemans - WWTP	49855	04/16/2014	2.88	05/14
	2590	REINEMANS, INC.	Reinemans - WWTP	49857	04/16/2014	9.89	05/14
	2590	REINEMANS, INC.	Reinemans - Hardware	50323	04/23/2014	63.14	05/14
	5164	DONERITE JANITORIAL SERV INC.	DONERITE APRIL CLEANING WWTP	2525	04/17/2014	1,080.00	05/14
	5477	BUMPER TO BUMPER	BUMPER TO BUMPER WWTP	262762	04/14/2014	50.67	05/14
	5605	CUMMINS NPOWER,LLC	CUMMINS- Vac Truck Parts	805-38611	04/07/2014	239.06	05/14
	5721	HD SUPPLY WATERWORKS, LTD.	HD SUPPLY PARTS	C169105	03/27/2014	1,009.85	05/14
	8506	GMS	GMS - WWTP labor	2340	04/10/2014	360.00	05/14
	8506	GMS	GMS - service labor WWTP	2342	04/10/2014	180.00	05/14
						4,037.42	*
621-575740-245	GROUND IMPROVEMENTS						
	1951	MENARDS	Leaf Rake	47564	03/28/2014	25.96	05/14
	2060	MOTOR PARTS COMPANY, LLC.	Motor Parts - parts for mower	236814	04/08/2014	70.62	05/14
						96.58	*
621-575740-247	WWTP-RESERVE PLANT REPLACEMENT						
	1160	ENERGENECS, INC.	Submersible Level Sensor	0028033-IN	03/20/2014	1,755.47	05/14

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
621-575740-248	PLANT OPERATION						
	1160	ENERGENECS, INC.	ENERGENECS INC WWTP SCREEN E	0028187-IN	04/16/2014	441.56	05/14
621-575740-249	LABORATORY						
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL797982	04/02/2014	4.71	05/14
	117	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL797983	04/02/2014	55.41	05/14
	117	ALSCO	ALSCO WWTP Cust # 012230 (split)	IMIL800524	04/09/2014	4.71	05/14
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL802989	04/16/2014	4.71	05/14
	117	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL802990	04/16/2014	55.41	05/14
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL805468	04/23/2014	4.71	05/14
						129.66	*
621-575740-253	PHOSPHATE REMOVAL						
	1095	KEMIRA WATER SOLUTIONS	KEMIRON COMP WWTP FERROUS C	9017384991	04/01/2014	2,125.51	05/14
621-575740-298	CONTRACT SERVICE						
	6193	SERVICEMASTER RESTORATION	SERVICEMASTER - WWTP	630139	02/05/2014	2,389.47	05/14
621-575740-310	OFFICE SUPPLIES, POSTAGE						
	363	BEAR GRAPHICS, INC.	BEAR GRAPHICS UTILITY BILLS	0681294	03/21/2014	465.86	05/14
	7135	BUBRICK'S COMPLETE OFFICE	Bubrick's - WWTP office supplies	876874	03/14/2014	50.84	05/14
						516.70	*
Total WASTEWATER FUND EXPENSES						11,843.78	
Total WASTEWATER OPERATIONS FUND						16,870.57	
622-501070-000	WORK IN PROGRESS						
	1421	BLACK DIAMOND GROUP, INC	2013 Burlington Streets Project	PYMT # 5	04/07/2014	538.26	05/14
Total 622-501070						538.26	
622-506230-000	SUPPLIES						
	5209	GLOBAL EQUIPMENT COMPANY	Arrow Replacement Cartridge	106620637	03/13/2014	266.10	05/14
Total 622-506230						266.10	
622-506250-000	MAINTENANCE-SUPPLIES						
	2060	MOTOR PARTS COMPANY, LLC.	Motor Parts - parts for Radium Blower	236927	04/10/2014	29.88	05/14
	2590	REINEMANS, INC.	Reinemans - Water Dept	48888	04/02/2014	7.70	05/14
	8506	GMS	Repairs at # 8 pump room furnace	2343	04/10/2014	135.00	05/14
	8506	GMS	Repairs at # 11 pump house heater	2344	04/10/2014	285.00	05/14
						457.58	*
Total 622-506250						457.58	
622-506500-000	RESERVOIRS & SUPPLES						
	4401	THERMA-STOR PRODUCTS GROUP	Dehumidifier	2681027 RI	04/11/2014	1,800.00	05/14

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
Total 622-506500						1,800.00	
622-506510-000	MAINS, WATER BREAKS-SUPPLIES						
	2973	USABlueBook	USA BLUEBOOK PAINT	311411	04/04/2014	330.86	05/14
	3070	WANASEK CORPORATION	513 Lewis Street - Water Main Break	3500	03/25/2014	8,080.52	05/14
	3070	WANASEK CORPORATION	Midwood Drive - Watermain Repair	3501	03/25/2014	3,636.03	05/14
	3070	WANASEK CORPORATION	Watermain Break Restoration	3559	04/07/2014	1,345.36	05/14
						13,392.77	*
Total 622-506510						13,392.77	
622-506520-000	SERVICE-SUPPLIES						
	2590	REINEMANS, INC.	frozen service lines	48805	04/01/2014	18.85	05/14
	2590	REINEMANS, INC.	REINEMANS WATER DEP SUPPLIES	49203	04/07/2014	53.98	05/14
	2590	REINEMANS, INC.	Reinemans - Credit from acct 94659	49235	04/07/2014	12.59	05/14
	3070	WANASEK CORPORATION	Replace Curb Stop	3524	04/04/2014	1,132.79	05/14
						1,193.03	*
Total 622-506520						1,193.03	
622-509030-000	OFFICE SUPPLIES						
	117	ALSCO	ALSCO Water Cust # 025570	IMIL797981	04/02/2014	28.13	05/14
	117	ALSCO	ALSCO Water Cust # 025570	IMIL800523	04/09/2014	28.13	05/14
	117	ALSCO	ALSCO Water Cust # 025570	IMIL802988	04/16/2014	28.13	05/14
	117	ALSCO	ALSCO WATER DEPT	IMIL805467	04/23/2014	28.13	05/14
						112.52	*
Total 622-509030						112.52	
622-509210-000	OFFICE SUPPLY						
	363	BEAR GRAPHICS, INC.	BEAR GRAPHICS UTILITY BILLS	0681294	03/21/2014	465.87	05/14
	2590	REINEMANS, INC.	Reinemans - UPS Delivery	49515	04/11/2014	13.82	05/14
	4338	PITNEY BOWES	WATER SUPPLIES	5502445101	04/03/2014	22.10	05/14
						501.79	*
Total 622-509210						501.79	
622-509230-000	OUTSIDE SERVICES						
	7120	STARNET TECHNOLOGIES	Starnet - service work	12424	03/31/2014	590.82	05/14
Total 622-509230						590.82	
622-509260-000	EMPLOYEE REIMBURSEMENT						
	4154	AURORA HEALTH CARE	Acct #800003826 - Barr, Richard	122684575	02/25/2014	75.00	05/14
Total 622-509260						75.00	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
622-509330-000	TRANSPORTATION-SUPPLIES						
	1050	DOUG'S AUTO	DOUGS AUTO WATER REPAIRS	022543	04/10/2014	40.00	05/14
Total 622-509330						40.00	
622-509350-000	GENERAL PLANT-SUPPLIES						
	117	ALSCO	ALSCO DPW (split)	IMIL800522	04/09/2014	8.46	05/14
	2290	ORKIN COMMERCIAL SERVICES	ORKIN ANNUAL CONTRACT DPW (sp	2014	04/11/2014	258.05	05/14
	2590	REINEMANS, INC.	Reinemans - Batteries	49776	04/15/2014	15.44	05/14
	2590	REINEMANS, INC.	Reinemans - Water Dept	49938	04/17/2014	20.76	05/14
	2590	REINEMANS, INC.	Reinemans - Batteries	50175	04/21/2014	25.18	05/14
						327.89	*
Total 622-509350						327.89	
Total WATER UTILITY FUND						19,295.76	
623-575740-242	REPAIR, MAINTENANCE EQUIPMENT						
	5117	HUGHES ELECTRIC, INC	Repairs at Burlington Airport 60' Beacon	11161	04/23/2014	595.00	05/14
623-575740-244	SNOW REMOVAL						
	3070	WANASEK CORPORATION	WANASEK AIRPORT SNOW PLOWING	3580	04/07/2014	3,078.00	05/14
623-575740-247	REPAIR, MAINTENANCE BUILDINGS						
	6280	BURLINGTON DEVELOPMENT GROU	Laforce Invoice # 806305 (Repairs)	030763	04/07/2014	2,471.44	05/14
623-575740-298	CONTRACT SERVICES						
	5538	MEISNER, GARY	MEISNER AIRPORT MANAGER MAY E	MAY 2014	04/28/2014	319.30	05/14
	6280	BURLINGTON DEVELOPMENT GROU	Reimbursable Outside Service - Cleanin	MAY2014	04/15/2014	350.00	05/14
	6280	BURLINGTON DEVELOPMENT GROU	TIME WARNER	MAY2014	04/15/2014	55.00	05/14
						724.30	*
623-575740-450	RENT						
	6280	BURLINGTON DEVELOPMENT GROU	BURLINGTON DEVELOPMENT GROU	MAY2014	04/15/2014	865.00	05/14
Total 623-575740						7,733.74	
Total AIRPORT FUND						7,733.74	
Grand Total:						127,800.05	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
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Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

Emp No	Name	21-01 MISC REIMB Emp Amt	22-00 MOVING EXP Emp Amt	-00 Emp Amt	23-01 MILEAGE Emp Amt	23-02 MEALS Emp Amt	23-03 OTHER TRAV Emp Amt	Total Amounts
100031164	LARSON, ROMAYNE	.00	.00	.00	7.84	.00	.00	7.84
100081122	FALK, GAYLE A	.00	.00	.00	10.08	.00	.00	10.08
Grand Totals:	2 Employees	.00	.00	.00	17.92	.00	.00	17.92



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

Common Council Agenda Item Number: 10	Date: May 6, 2014
Submitted By: Diahnn Halbach, City Clerk	Subject: Licenses & Permits

OPERATOR'S LICENSES RECOMMENDED FOR APPROVAL

Bauman, Annette
Beix, Timothy
Colaiani, Arthur
Crandall, Cody Christopher
Doleshal, Nicole Colleen
Downey, Erica
Fortin, Kimberly Ann
Gorn, Rachel J.
Herrera, Juan M.
Jauregui, Rose Stephanie
Knoedler, Jeni Beth
Kulick, Christina Jean
Lopez, Ava L.
Lutz, Constance Louise
Papineau, Sarah M.
Ronkoski, Deborah S.
Schiller, Kathleen

SPECIAL EVENTS PERMIT

Name of Event: 2014 Hope Walk/Run
Date of Event: May 17, 2014
Time of Event: 7:00 PM
Event Location: BHS
Event Description: 5k Run / 2 Mile walk using bike paths. Only street crossing is over Hwy 142.

Financial Remarks:

Applicants are charged a fee of which a portion funds the background checks performed by the Police Department. Business license fees are calculated on a case by case basis depending on the type of license applied for.

Executive Action:

Staff recommends the Common Council accept the presented licenses at the May 6, 2014 Common Council meeting.



CITY OF BURLINGTON

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

Common Council Agenda Item Number: 11	Date: May 6, 2014
Submitted By: Mayor Miller	Subject: Appointments A & B

Details:

- A. Earl Vorpapel to be reappointed to the Board of Review, term expiring 5/1/19.
- B. Penny Torhorst to be appointed to the Board of Review, to replace Jim Spiegelhoff, term expiring 5/1/19.

Options & Alternatives:

The Council may elect to deny this request and ask the Mayor to seek different people for this board.

Financial Remarks:

None.

Executive Action:

Staff recommends that the Council accept these appointments at the May 6, 2014 Common Council meeting.



CITY OF BURLINGTON

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

Committee of the Whole Item Number: 6	Date: May 6, 2014
Submitted By: Kevin Lahner, City Administrator, Steve DeQuaker, City Treasurer	Subject: Resolution 4668(2) to consider a resolution authorizing the issuance and establishing parameters for the sale of \$6,250,000 General Obligation Refunding Bonds, Series 2014A.

Details:

In 2010, the City of Burlington authorized the sale of \$6.4 Million in General Obligation Bonds. These bonds were part of the American Reinvestment and Recovery Act (ARRA) and Build America Bonds (BAB) Programs. The Internal Revenue Service (IRS) committed to reimburse 35% of the interest paid on the debt service of these types of bonds in an effort to open investments into the municipal bond market and try to encourage economic growth.

The City's bond documents drafted by Quarles & Brady and Ehlers, Inc. included an "Extraordinary Provision" to call the bonds (pay off or refund the bonds) early should the reimbursement of the interest from the IRS ever drop below the 35% level. March 2013 saw the Federal Government implement sequestration legislation that did reduce the bond interest reimbursement from the IRS by 8.7%. Subsequently the interest was reduced in 2014 as well by 7.2% This gives the City the option to call the bonds.

Ehlers estimates that after considering all refunding transaction costs the City will realize modest savings of approximately \$165,000 in terms of current dollars.

Additional advantages of the refunding are to restructure debt to be more in line with the TIF 3 closure in 2017 and the possible donation of TIF 3 dollars to the ER-TIF per Wisconsin statutes.

These required documents authorize the refunding of the remaining principal on those bonds.

Options & Alternatives: The Common Council could continue pay the debt service and not refund on the 6.4M GO BAB.

Financial Remarks: The potential savings of moving forward with the refunding bond issue at this time are estimated at \$165,000 over the life of the refunded bonds. This is net of any future BAB rebates the City would have realized. Debt payments on the \$6.250 million loan would be added to our debt-service tax levy. The amount of annual payments can be modified to limit the short-term impacts to the City's total tax levy.

Executive Action:

This item is for discussion at the May 6, 2014 Committee of the Whole meeting and due to the timeliness of this issue, is scheduled for the Common Council meeting the same night for consideration.

**RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$6,250,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A**

WHEREAS, the Common Council of the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City") heretofore issued its Taxable General Obligation Corporate Purpose Bonds, Series 2010A (Build America Bonds - Direct Payment), dated May 12, 2010 (the "Refunded Obligations") and irrevocably designated such issue to be qualified "Build America Bonds" within the meaning of Subsection 54AA(g) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder by the U.S. Department of Treasury (the "Regulations") so that the City is eligible to claim refundable credits with respect to each interest payment on the Refunded Obligations, payable to the City by the Secretary of the United States Department of the Treasury ("Treasury");

WHEREAS, the cash subsidy payment received by the City from the Treasury with respect to the May 1, 2013 and November 1, 2013, interest payments on the Refunded Obligations was reduced, pursuant to the requirements of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, from the amounts the City requested on timely submitted Forms 8038-CP, as evidenced by the letter with respect to the May 1, 2013 interest payment attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Refunded Obligations are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any day, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the date of redemption, in the event that either (a) Section 54AA or 6431 of the Code is repealed, amended or modified in a manner which results in a reduction or elimination of the City's 35% cash subsidy payment from the Treasury or (b) the Treasury fails to make a cash subsidy payment to which the City is entitled and such failure is not caused by any action or inaction by the City;

WHEREAS, the Common Council hereby finds and determines that the Treasury's reduction in the credit payment with respect to the May 1, 2013 and November 1, 2013, interest dates was not due to any action or inaction by the City, and as a result, the extraordinary redemption provision referred to above was triggered, and the Refunded Obligations are eligible to be redeemed on any day;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations due to Treasury's failure to make the full cash subsidy payment provided that tax-exempt interest rates permit the City to achieve debt service cost savings as a result of the refunding;

WHEREAS, cities are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations;

WHEREAS, for the reasons set forth above, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell general obligation refunding bonds (the "Bonds") to refund the Refunded Obligations (the "Refunding");

WHEREAS, it is the finding of the Common Council that it is in the best interest of the City to direct Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary for the City to offer and sell the Bonds at public sale and to obtain bids for the purchase of the Bonds; and

WHEREAS, in order to facilitate the sale of the Bonds in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the City Administrator or City Treasurer (the "Authorized Officer") the authority to accept on behalf of the City the bid for the Bonds that results in the lowest true interest cost for the Bonds (the "Proposal") by executing the Approving Certificate, a form of which is attached hereto as Exhibit B and incorporated herein by this reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying the cost of the Refunding, the City is authorized to borrow pursuant to Section 67.04, Wisconsin Statutes, the principal sum of not to exceed SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$6,250,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 16 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Bonds aggregating the principal amount of not to exceed SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$6,250,000). The purchase price to be paid to the City for the Bonds shall not be less than 98.75% nor more than 110.00% of the principal amount of the Bonds.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2014A"; shall be issued in the aggregate principal amount of up to \$6,250,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on May 1 in the years and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$100,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Bonds shall not exceed \$6,250,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$6,235,000.

<u>Date</u>	<u>Amount</u>
05/01/2015	\$465,000
05/01/2016	480,000
05/01/2017	495,000
05/01/2018	245,000
05/01/2019	245,000
05/01/2020	255,000
05/01/2021	\$345,000
05/01/2022	360,000
05/01/2023	370,000
05/01/2024	380,000
05/01/2025	395,000
05/01/2026	410,000
05/01/2027	425,000
05/01/2028	440,000
05/01/2029	455,000
05/01/2030	470,000

Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2014. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) will not exceed 3.05%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The present value debt service savings achieved by the Refunding shall be at least 0.5% of the principal refunded, assuming the City received 100% of the cash subsidy payment with respect to the Refunded Obligations from the Treasury in the future.

Section 3. Redemption Provisions. The Bonds shall be callable as set forth in the Approving Certificate. If the Proposal specifies that certain of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged; and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2014 through 2029 for the payments due in the years 2014 through 2030. The amount of tax levied in the year 2014 shall be the total amount of debt service due on the Bonds in the years 2014 and 2015; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2014.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Bonds coming due on November 1, 2014.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and

distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, Series 2014A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations"). Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Code and any applicable Regulations.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds; including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate

calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent") unless the Bonds are subject to mandatory redemption. If the Proposal specifies that the Bonds are subject to mandatory redemption, the Approving Certificate shall specify the fiscal agent for the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Conditions on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to satisfaction of the following conditions:

(a) approval by an Authorized Officer of the definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate; and

(b) realization by the City of present value debt service savings in an amount equal to at least 0.5% of the principal amount refunded, assuming the City received 100% of the cash subsidy payment with respect to the Refunded Obligations from the Treasury in the future.

The Bonds shall not be issued, sold or delivered until these conditions are satisfied. Upon satisfaction of these conditions, an Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 17. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by an Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

The Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on a date to be determined by an Authorized Officer in the Approving Certificate which shall be at least 30 days after the sale of the Bonds but not later than 90 days after the issuance of the Bonds at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk after the sale of the Bonds to work with Ehlers to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, including Resolution No. 4619(a) adopted June 18, 2013 to authorize the issuance of bonds to effect the refunding of the Refunded Obligations, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Introduced: May 6, 2014
Adopted:.

Robert Miller, Mayor

Attest:

Diahnn C. Halbach, City Clerk

(SEAL)

EXHIBIT A
Letter from Treasury
(See Attached)

EXHIBIT B

Approving Certificate
(See Attached)

EXHIBIT B

CERTIFICATE APPROVING THE PRELIMINARY OFFICIAL STATEMENT AND
DETAILS OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A

The undersigned Kevin M. Lahner, City Administrator or Steven DeQuaker, City Treasurer, of the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City") hereby certify that:

1. Resolution. On May 6, 2014, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$6,250,000 General Obligation Refunding Bonds, Series 2014A (the "Bonds") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Acceptance of the Proposal. On the date hereof, the City has duly received bids for the Bonds and I have determined that the bid proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal") fully complies with the bid requirements set forth in the Notice of Sale and meets the parameters established by the Resolution and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. The Proposal is hereby approved and accepted.

4. Terms of the Bonds. The Bonds shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$6,250,000 approved by the Resolution, and shall mature on May 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary and attached hereto as Exhibit B and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Bonds is not more than \$100,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05/01/2015	\$465,000	
05/01/2016	480,000	
05/01/2017	495,000	
05/01/2018	245,000	
05/01/2019	245,000	
05/01/2020	255,000	
05/01/2021	345,000	
05/01/2022	360,000	
05/01/2023	370,000	

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05/01/2024	\$380,000	
05/01/2025	395,000	
05/01/2026	410,000	
05/01/2027	425,000	
05/01/2028	440,000	
05/01/2029	455,000	
05/01/2030	470,000	

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 3.05%, as required by the Resolution. The present value debt service savings achieved by the Refunding is \$ _____, which is at least 0.5% of the principal amount refunded (assuming the City received 100% of the cash subsidy payment with respect to the obligations being refunded from the Treasury in the future) as required by the Resolution.

5. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Bonds which is not less than 98.75% nor more than 110.00% of the principal amount of the Bonds as required by the Resolution.

6. Redemption Provisions of the Bonds. The Bonds maturing on May 1, _____, and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, _____, or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption. The Proposal specifies that some of the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.

7. Payment of the Bonds; Fiscal Agent. Pursuant to Section 12 of the Resolution, _____ is named fiscal agent for the Bonds because the Proposal specifies that the Bonds are subject to mandatory redemption.

8. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Exhibit C.

9. Redemption Date of the Refunded Obligations. The Taxable General Obligation Corporate Purpose Bonds, Series 2010A (Build America Bonds - Direct Payment), dated May 12, 2010 shall be called for prior payment and redemption on _____, 2014 which is at least 30 days after the sale of the Bonds but not later than 90 days after the issuance of the Bonds as required by the Resolution.

10. Approval. This Certificate constitutes my approval of the Proposal, and the definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the direct annual irrevocable tax levy to repay the Bonds, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, as of this ____ day of May, 2014, I have executed this Certificate pursuant to the authority delegated to me in the Resolution.

Kevin M. Lahner
City Administrator

OR

Steven DeQuaker
City Treasurer

EXHIBIT A TO THE APPROVING CERTIFICATE

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

EXHIBIT B TO THE APPROVING CERTIFICATE

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

EXHIBIT C TO THE APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

EXHIBIT C

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	RACINE AND WALWORTH COUNTIES	
NO. R- _____	CITY OF BURLINGTON	\$ _____
	GENERAL OBLIGATION REFUNDING BOND, SERIES 2014A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
May 1, _____	_____, 2014	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Burlington, Racine and Walworth Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2014 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____] **OR** [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of paying the cost of refunding certain outstanding obligations of the City, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on May 6, 2014, as supplemented by a Certificate Approving the Preliminary Official Statement and Details of General Obligation Refunding Bonds, Series 2014A (collectively, the "Resolution"). Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on May 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, _____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Burlington, Racine and Walworth Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF BURLINGTON,
RACINE AND WALWORTH COUNTIES,
WISCONSIN

By: _____
Robert Miller
Mayor

(SEAL)

By: _____
Diahnn C. Halbach
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

Regarding

CITY OF BURLINGTON
RACINE AND WALWORTH COUNTIES, WISCONSIN
TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2010A
(BUILD AMERICA BONDS - DIRECT PAYMENT)
DATED MAY 12, 2010

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on _____, ____ at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/15	\$185,000	2.90%	122133HQ7
05/01/16	195,000	3.25	122133HR5
05/01/17	500,000	3.65	122133HS3
05/01/18	500,000	3.95	122133HT1
05/01/19	500,000	4.35	122133HU8
05/01/20	385,000	4.50	122133HV6
05/01/21	315,000	4.65	122133HW4
05/01/22	330,000	4.75	122133HX2
05/01/23	345,000	4.90	122133HY0
05/01/24	355,000	5.05	122133HZ7
05/01/25	370,000	5.15	122133JA0
05/01/26	385,000	5.25	122133JB8
05/01/27	405,000	5.35	122133JC6
05/01/28	425,000	5.50	122133JD4
05/01/29	445,000	5.65	122133JE2
05/01/30	460,000	5.75	122133JF9

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before _____, ____.

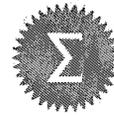
Said Bonds will cease to bear interest on _____, ____.

By Order of the
Common Council
City of Burlington
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to _____, ____ and to the MSRB.

** If the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.



EHLERS

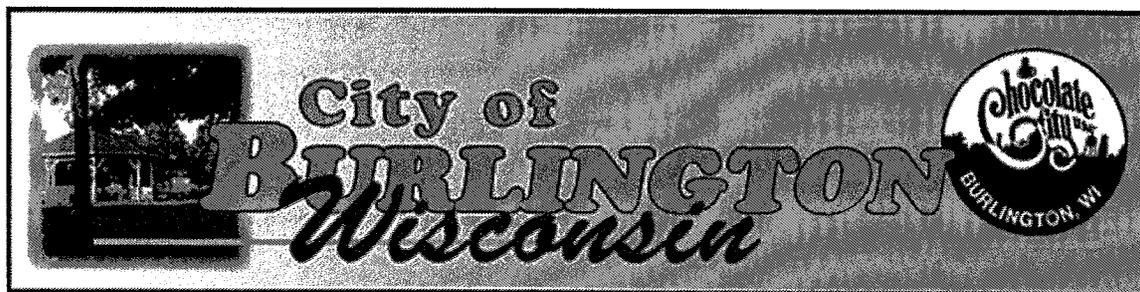
LEADERS IN PUBLIC FINANCE

May 6, 2014

Pre-Sale Report for

City of Burlington, Wisconsin

\$6,235,000 General Obligation Refunding Bonds,
Series 2014A



Prepared by:

Dave Wagner
Senior Financial Advisor / Vice President

And

James A. Mann
Senior Financial Advisor / Vice President



Executive Summary of Proposed Debt

Proposed Issue:	\$6,235,000 General Obligation Refunding Bonds, Series 2014A
Purposes:	<p>The proposed issue includes financing to current refund the City's Taxable General Obligation Corporate Purpose Bonds, Series 2010A (Build America Bonds – Direct Payment). Debt service will be paid from tax increment revenues, water system revenues, sewer system revenues and ad valorem property taxes.</p> <p>Interest rates on the obligation proposed to be refunded are 2.9% to 5.75%. The refunding is expected to reduce interest expense by approximately \$238,000 over the next 16 years. The Net Present Value Benefit of the refunding is estimated to be \$165,000, equal to 2.7% of the refunded principal.</p> <p>This refunding is considered to be a Current Refunding as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds.</p>
Authority:	<p>The Bonds are being issued pursuant to Wisconsin Statute 67.04 and a resolution to be adopted by the City Council (the "Resolution").</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p> <p>The Bonds count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Bonds, the City's total General Obligation debt principal outstanding will be \$18.8 million, which is 46.1% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$22 million.</p>
Term/Call Feature:	<p>The Bonds are being issued for a 16-year term. Principal on the Bonds will be due on May 1 in the years 2015 through 2030. Interest is payable every six months beginning November 1, 2014.</p> <p>The Bonds maturing on and after May 1, 2022 will be subject to prepayment at the discretion of the City on May 1, 2021 or any date thereafter.</p>



Bank Qualification:	Because the City is issuing less than \$10,000,000 in the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
Rating:	<p>The City’s most recent bond issues were rated “AA-” by Standard & Poor’s. The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>
Method of Sale/Placement:	<p>In order to obtain the lowest interest cost to the City, we will solicit competitive bids for purchase of the Bonds from local banks in your area and regional underwriters.</p> <p>The award of the Bonds would be based on the bid with the lowest True Interest Cost (“TIC”) that satisfies the parameters to be established by the Resolutions.</p> <p>We have included an allowance for discount bidding equal to 1.25000% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>Other key parameters recommended are minimum net savings of at least 0.5% and a TIC of no more than 3.05%.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance or premium may be used to lower your borrowing amount.</p>
Other Considerations:	Debt service on the bonds are structured to take into account the probable closure of Tax Increment District No. 3 in 2017, with lower general levy-supported debt service in 2018 and 2019 as a contingency.



Review of Existing Debt:	<p>We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities until 2015.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	<p>Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain "material events" to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.</p>
Arbitrage Monitoring:	<p>Because the Bonds are tax-exempt securities/tax credit securities, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you. We also recommend that you establish written procedures regarding compliance with IRS rules.</p>
Risk Factors:	<p>GO with Planned Abatement: The City expects to abate a portion of the City debt service with tax incremental revenues, water utility revenues and sewer utility revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.</p> <p>Current Refunding: The Bonds are being issued for the purpose of current refunding prior City debt obligations. Those prior debt obligations are "callable" now and can therefore be paid off within 90 days or less. The new Bonds will not be pre-payable until May 1, 2021 (one year later than the 2010A Bonds being refunded). This refunding is being undertaken based in part on an assumption that the City does not expect to have future revenues to pay off this debt and that market conditions warrant the refinancing at this time.</p>



Proposed Debt Issuance Schedule

Pre-Sale Review and Adoption of Parameters Resolution by City Council	May 6, 2014
Distribute Official Statement:	Week of May 12, 2014
Conference with Rating Agency:	Week of May 12, 2014
Sale of the Bonds:	May 22, 2014
Estimated Closing Date:	June 10, 2014
Redemption Date for Taxable General Obligation Corporate Purpose Bonds, Series 2010A	July 1, 2014

Attachments

Sources and Uses of Funds
Proposed Debt Service Schedule – overall
Proposed Debt Service Schedule – by purpose
Bond Buyer Index
Refunding Savings Analysis
Increment Revenue Projections (3 pages)

Ehlers Contacts

Financial Advisors:	Dave Wagner	(262) 796-6163
	James A. Mann	(262) 796-6162
Disclosure Coordinator:	Brendan Leonard	(262) 796-6169
Bond Sale Coordinator:	Keith Schmitz	(651) 697-8543
Financial Analyst:	Kathy Myers	(262) 796-6177

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.



City of Burlington, Wisconsin

\$6,235,000 General Obligation Refunding Bonds

Issue Summary

Presale estimates assuming rates from Aa3 sale of 2/3/14

Total Issue Sources And Uses

Dated 06/10/2014 | Delivered 06/10/2014

	General	TID 3	ER-TID 1	Water	Sewer	Issue Summary
Sources Of Funds						
Par Amount of Bonds	\$1,610,000.00	\$1,075,000.00	\$1,890,000.00	\$655,000.00	\$1,005,000.00	\$6,235,000.00
Transf from Prior Issue						
Debt Service Funds	10,934.46	11,580.86	11,007.96	4,394.01	6,838.04	44,755.33
Est. Interest Earnings @0.15%	200.12	133.62	234.92	81.42	124.92	775.00
Total Sources	\$1,621,134.58	\$1,086,714.48	\$1,901,242.88	\$659,475.43	\$1,011,962.96	\$6,280,530.33
Uses Of Funds						
Total Underwriter's						
Discount (1.250%)	20,125.00	13,437.50	23,625.00	8,187.50	12,562.50	77,937.50
Financial Advisor	7,540.02	5,034.48	8,851.32	3,067.52	4,706.66	29,200.00
Bond Counsel firm	3,098.63	2,068.97	3,637.53	1,260.63	1,934.24	12,000.00
Filing Fee	38.73	25.86	45.47	15.76	24.18	150.00
Rating Agency Fee	3,227.75	2,155.17	3,789.09	1,313.15	2,014.84	12,500.00
Deposit to Current						
Refunding Fund	1,587,971.25	1,062,137.50	1,859,785.00	645,288.75	993,123.33	6,148,305.83
Rounding Amount	(866.80)	1,855.00	1,509.47	342.12	(2,402.79)	437.00
Total Uses	\$1,621,134.58	\$1,086,714.48	\$1,901,242.88	\$659,475.43	\$1,011,962.96	\$6,280,530.33



City of Burlington, Wisconsin

\$6,235,000 General Obligation Refunding Bonds

Issue Summary

Presale estimates assuming rates from Aa3 sale of 2/3/14

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/10/2014	-	-	-	-	-
11/01/2014	-	-	49,441.06	49,441.06	49,441.06
05/01/2015	465,000.00	0.400%	63,116.25	528,116.25	-
11/01/2015	-	-	62,186.25	62,186.25	590,302.50
05/01/2016	480,000.00	0.500%	62,186.25	542,186.25	-
11/01/2016	-	-	60,986.25	60,986.25	603,172.50
05/01/2017	495,000.00	0.750%	60,986.25	555,986.25	-
11/01/2017	-	-	59,130.00	59,130.00	615,116.25
05/01/2018	245,000.00	1.000%	59,130.00	304,130.00	-
11/01/2018	-	-	57,905.00	57,905.00	362,035.00
05/01/2019	245,000.00	1.300%	57,905.00	302,905.00	-
11/01/2019	-	-	56,312.50	56,312.50	359,217.50
05/01/2020	255,000.00	1.600%	56,312.50	311,312.50	-
11/01/2020	-	-	54,272.50	54,272.50	365,585.00
05/01/2021	345,000.00	1.800%	54,272.50	399,272.50	-
11/01/2021	-	-	51,167.50	51,167.50	450,440.00
05/01/2022	360,000.00	2.000%	51,167.50	411,167.50	-
11/01/2022	-	-	47,567.50	47,567.50	458,735.00
05/01/2023	370,000.00	2.200%	47,567.50	417,567.50	-
11/01/2023	-	-	43,497.50	43,497.50	461,065.00
05/01/2024	380,000.00	2.400%	43,497.50	423,497.50	-
11/01/2024	-	-	38,937.50	38,937.50	462,435.00
05/01/2025	395,000.00	2.550%	38,937.50	433,937.50	-
11/01/2025	-	-	33,901.25	33,901.25	467,838.75
05/01/2026	410,000.00	2.700%	33,901.25	443,901.25	-
11/01/2026	-	-	28,366.25	28,366.25	472,267.50
05/01/2027	425,000.00	2.900%	28,366.25	453,366.25	-
11/01/2027	-	-	22,203.75	22,203.75	475,570.00
05/01/2028	440,000.00	3.100%	22,203.75	462,203.75	-
11/01/2028	-	-	15,383.75	15,383.75	477,587.50
05/01/2029	455,000.00	3.250%	15,383.75	470,383.75	-
11/01/2029	-	-	7,990.00	7,990.00	478,373.75
05/01/2030	470,000.00	3.400%	7,990.00	477,990.00	-
11/01/2030	-	-	-	-	477,990.00
Total	\$6,235,000.00	-	\$1,392,172.31	\$7,627,172.31	-

Yield Statistics

Bond Year Dollars	\$53,689.54
Average Life	8.611 Years
Average Coupon	2.5930046%
Net Interest Cost (NIC)	2.7381679%
True Interest Cost (TIC)	2.7252346%
All Inclusive Cost (AIC)	2.8426195%

IRS Form 8038

Net Interest Cost	2.5930046%
Weighted Average Maturity	8.611 Years

prop 14 curr ref 2010 GO | Issue Summary | 4/24/2014 | 11:40 AM



City of Burlington, Wisconsin

\$6,235,000 General Obligation Refunding Bonds

Issue Summary

Presale estimates assuming rates from Aa3 sale of 2/3/14

Aggregate Debt Service -- Accrual Basis

Calendar Year	General Fund	TID 3	ER-TID 1	Water	Sewer	TOTAL
2014	14,359.48	2,337.27	17,822.79	5,919.06	9,002.46	49,441.06
2015	96,542.50	350,277.50	45,505.00	40,062.50	57,915.00	590,302.50
2016	96,272.50	358,700.00	45,505.00	39,950.00	62,745.00	603,172.50
2017	90,916.25	376,406.25	45,505.00	39,793.75	62,495.00	615,116.25
2018	95,410.00	-	169,880.00	34,600.00	62,145.00	362,035.00
2019	94,720.00	-	163,475.00	39,337.50	61,685.00	359,217.50
2020	98,810.00	-	166,695.00	38,975.00	61,105.00	365,585.00
2021	147,255.00	-	169,525.00	53,415.00	80,245.00	450,440.00
2022	145,070.00	-	172,005.00	57,605.00	84,055.00	458,735.00
2023	142,655.00	-	174,115.00	56,660.00	87,635.00	461,065.00
2024	144,950.00	-	175,835.00	55,625.00	86,025.00	462,435.00
2025	146,916.25	-	177,182.50	59,447.50	84,292.50	467,838.75
2026	143,635.00	-	178,177.50	58,135.00	92,320.00	472,267.50
2027	145,062.50	-	173,837.50	61,662.50	95,007.50	475,570.00
2028	141,162.50	-	179,032.50	60,012.50	97,380.00	477,587.50
2029	141,953.75	-	178,712.50	63,185.00	94,522.50	478,373.75
2030	142,380.00	-	177,975.00	66,105.00	91,530.00	477,990.00
-	\$2,028,070.73	\$1,087,721.02	\$2,410,785.29	\$830,490.31	\$1,270,104.96	\$7,627,172.31

Par Amounts Of Selected Issues

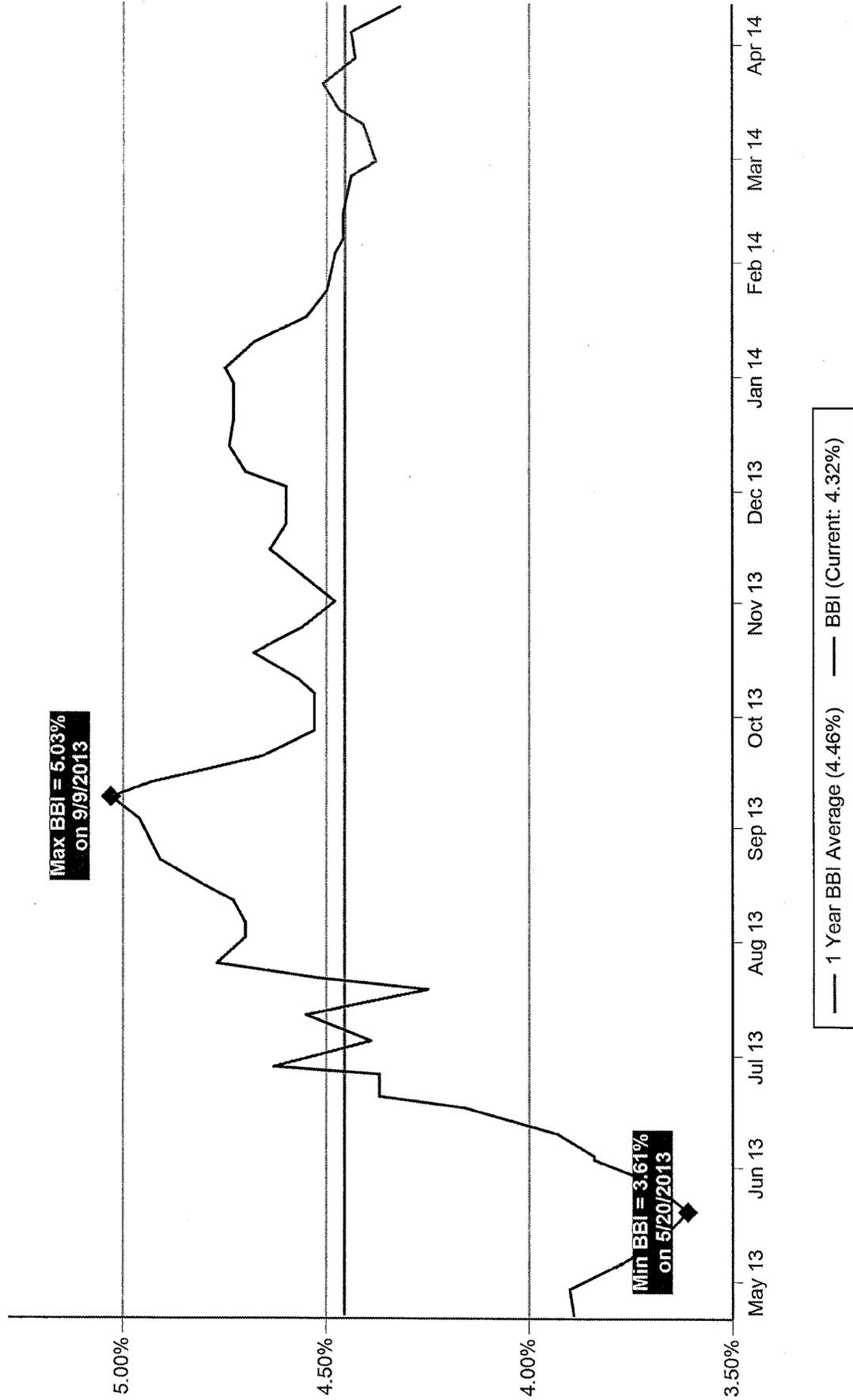
prop 14 curr ref 2010A Bonds -General	1,610,000.00
prop 14 curr ref 2010A Bonds TID 3	1,075,000.00
prop 14 curr ref 2010A Bonds -ER-TID 1	1,890,000.00
prop 14 curr ref 2010A Bonds-Water	655,000.00
prop 14 curr ref 2010A Bonds - Sewer	1,005,000.00
TOTAL	6,235,000.00

Aggregate | 4/24/2014 | 1:27 PM



1 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates April, 2013 - April, 2014



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.



Source: The Bond Buyer

City of Burlington, Wisconsin

\$6,235,000 General Obligation Refunding Bonds

Issue Summary

Presale estimates assuming rates from Aa3 sale of 2/3/14

Debt Service Comparison -- Accrual Basis

Calendar Year	Total P+I	Net New D/S	Old Net D/S	Savings
2014	49,441.06	49,441.06	49,441.06	-
2015	590,302.50	590,302.50	371,649.16	(218,653.34)
2016	603,172.50	603,172.50	377,845.86	(225,326.64)
2017	615,116.25	615,116.25	674,854.93	59,738.68
2018	362,035.00	362,035.00	662,504.93	300,469.93
2019	359,217.50	359,217.50	649,017.42	289,799.92
2020	365,585.00	365,585.00	521,318.03	155,733.03
2021	450,440.00	450,440.00	440,926.96	(9,513.04)
2022	458,735.00	458,735.00	446,072.16	(12,662.84)
2023	461,065.00	461,065.00	450,483.66	(10,581.34)
2024	462,435.00	462,435.00	449,163.09	(13,271.91)
2025	467,838.75	467,838.75	452,143.77	(15,694.98)
2026	472,267.50	472,267.50	454,381.83	(17,885.67)
2027	475,570.00	475,570.00	460,770.85	(14,799.15)
2028	477,587.50	477,587.50	466,132.03	(11,455.47)
2029	478,373.75	478,373.75	470,363.84	(8,009.91)
2030	477,990.00	477,990.00	468,596.27	(9,393.73)
-	\$7,627,172.31	\$7,627,172.31	\$7,865,665.85	\$238,493.54

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	164,352.80
Contingency or Rounding Amount	437.00
Net Present Value Benefit	\$164,789.80
Net PV Benefit / \$6,100,000 Refunded Principal	2.701%

Refunding Bond Information

Refunding Dated Date	6/10/2014
Refunding Delivery Date	6/10/2014

City of Burlington, Wisconsin

Tax Increment District #3

Tax Increment Projection Worksheet

Valuation Date	Jan 1, 2011	Base Tax Rate	\$24.43
Max Remaining Life (Years)	8	Rate Adjustment Factor	0.00%
Expenditure Periods/Termination	3 9/29/2014	Tax Exempt Discount Rate	N/A
Remaining Revenue Periods/Final Year	8 2020	Taxable Discount Rate	N/A
Extension Eligibility/Years	N/A		
Recipient District	No Longer		

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	
1	170,311,700	2012	0	170,311,700	2013	\$24.43	4,161,342	
2	9,047,000	2013	0	179,358,700	2014	\$25.45	4,565,540	
3	0	2014	0	179,358,700	2015	\$25.45	4,565,540	
4	0	2015	0	179,358,700	2016	\$25.45	4,565,540	
5	0	2016	0	179,358,700	2017	\$25.45	4,565,540	
6	0	2017	0	179,358,700	2018	\$25.45	4,565,540	
7	0	2018	0	179,358,700	2019	\$25.45	4,565,540	
8	0	2019	0	179,358,700	2020	\$25.45	4,565,540	
Totals				179,358,700	0		Future Value of Increment	36,120,124

Notes:
Actual results will vary depending on development, inflation and overall tax rates.



City of Burlington, Wisconsin

Tax Increment District #3
Cash Flow Projection WITHOUT Active Debt Management

Year	Projected Revenues				Cash Outflows				Balances					
	Tax Increments	Interest Earnings/ (Cost)	BAB Rebates on 2010 Taxable G.O. - Other Revenue	Total Revenues	CDA Lease Revenue Refunding Bond	Taxable G.O. Bond (BAB)	G.O. Refunding Bond	G.O. Refunding Bond	Total Cash Outflows	Other & Admin	Annual	Cumulative	Principal Outstanding	Year
2012											0	2,852,070	20,215,000	2012
2013	4,161,342	62,601	14,989	4,255,783	1,050,000	42,825	780,000	780,000	3,538,663	326,600	717,121	3,569,191	17,605,000	2013
2014	4,565,540	62,601	14,989	4,655,982	1,100,000	42,825	915,000	810,000	3,646,538	290,500	1,013,445	4,582,635	14,780,000	2014
2015	4,565,540	20,267	14,989	4,617,648	1,100,000	42,825	530,000	845,000	2,937,113	2,500	1,680,536	6,263,171	12,305,000	2015
2016	4,565,540	9,445	14,989	4,606,876	1,450,000	42,825	615,000	875,000	3,026,138	2,500	1,578,689	7,841,860	9,665,000	2016
2017	4,565,540	12,602	13,041	4,608,035	1,450,000	37,259	905,000	905,000	2,671,715	5,000	3,936,320	9,778,180	7,305,000	2017
2018		16,475	9,053	25,528	1,150,000	295,000	940,000	75,200	2,610,379		(2,584,850)	7,193,330	4,920,000	2018
2019		11,305	4,806	16,112	1,175,000	290,000	970,000	48,000	2,572,539		(2,556,427)	4,636,903	2,485,000	2019
2020		6,193	1,299	7,492	1,175,000	37,713	1,145,000	17,175	2,530,856		(2,523,364)	2,113,538	0	2020
Total	22,423,503	201,490	88,155	84,260	22,797,407	9,080,000	1,522,013	2,840,000	112,872	627,100	23,535,939			Total

Notes:
2013 & 2014 per PC-2025 then assume no change in value or tax rate.
Use 2012 actual until 4/1/15 when CDA investment matures.
Ignore reductions. This goes away if 2010 Taxable G.O. Bond is refunded.
Use 2012 actual.

May be called (prepaid) 4/1/15 anytime due to extraordinary call provision.
May NOT be called (prepaid) 9/29/14.
May be called (prepaid) 4/1/18.

Expenditure period ends 9/29/14.

Begins with 12/31/12 Audit. Includes Net Advances to Other Funds of \$1,504,640.
Projected Closure 2,273,330 left to denote to EB-TID (2018 Cum. bel. less Prin. Outstanding)



EHLERS
LEADERS IN PUBLIC FINANCE

City of Burlington, Wisconsin

Tax Increment District #3

Cash Flow Projection With Active Debt Management

Projected Revenues

Balances

Year	Tax Increments	Interest Earnings/ (Cost)	BAB Rebates on 2010 Taxable G.O.	Other Revenue	Total Revenues	CDA Lease Revenue Refunding Bond			Taxable G.O. Bond (BAB)		G.O. Refunding Bond		Cash Outflows			Balances		
						Dated Date:	Principal	Interest	Dated Date:	Principal	Interest	Dated Date:	Principal	Interest	Total Cash Outflows	Other & Admin	Annual	Cumulative
2012	4,161,342	62,601	14,989	16,852	4,255,783	11,810,000	1,055,000	42,825	780,000	166,806	0	0	2,852,070	20,215,000	2012			
2013	4,565,540	62,601	14,989	16,852	4,659,982	1,050,000	42,825	780,000	166,806	326,600	0	0	3,538,663	17,605,000	2013			
2014	4,565,540	20,267	0	16,852	4,602,660	2,560,000	4,395	350,000	360,000	290,500	0	0	3,646,538	14,870,000	2014			
2015	4,565,540	5,872	0	16,852	4,588,264	2,150,000	3,060	360,000	375,000	2,500	0	0	4,708,683	10,585,000	2015			
2016	4,565,540	6,696	0	16,852	4,589,089	2,250,000	1,225	375,000	375,000	2,500	0	0	4,716,073	6,585,000	2016			
2017	4,565,540	8,575	0	16,852	4,590,967	0	0	0	0	5,000	0	0	4,716,073	3,085,000	2017			
2018	4,565,540	2,396	0	0	2,396	0	0	0	0	0	0	0	3,049,569	2,738,425	2018			
2019	4,565,540	2,400	0	0	2,400	0	0	0	0	0	0	0	2,740,820	0	2019			
2020	4,565,540	2,400	0	0	2,400	0	0	0	0	0	0	0	2,743,221	0	2020			
Total	22,423,503	171,409	29,978	84,260	22,709,149	9,110,000	1,085,000	94,230	7,270,000	709,284	2,840,000	112,872	627,100	22,817,999	Total			

Notes:
 2013 & 2014 per PC-202s less ER-TID, then assume no change in value or tax rate.
 Use 2012 actual until 4/1/15 when CDA investment matures.
 Ignore reductions. This goes away when 2010 CDA Taxable G.O. Bond is refunded.
 Use 2012 actual

May be called (prepaid) 4/1/15
 - Assume Refunded 4/15 with G.O. Notes at W. Bond 2/3/14 rates + 1.00% (includes application of \$1,460,000 DSR in 2015).
 May be called (prepaid) anytime due to extraordinary call provision - Assume Refunded 6/14 at W. Bond 2/3/14 rates
 May NOT be called (prepaid)
 May be called (prepaid) 4/1/18. Assumed to be called/prepaid then.

Expenditure period ends 9/29/14
 Begins with 12/31/12 Audit. Includes Net Advances to Other Funds of \$1,504,640.
 Projected Closure 2,738,425 left to donate to ER-TID (2018 Cum. Bal. less Prin. Outstanding)





CITY OF BURLINGTON

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

Committee of the Whole Item Number: 8	Date: May 6, 2014
Submitted By: Kevin Lahner, City Administrator,	Subject: Resolution 4669(3) to consider a resolution authorizing the application and grant agreement for the Wisconsin Economic Development Corporation Community Development Investment Grant for the 492 Pine Street Coffee House LLC project.

Details:

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

492 Pine Street Coffee House LLC is proposing a project that meets several strategic city goals, as well as, fits the criteria of WEDC's grant program. Specifically, the company wishes to expand into the building neighboring their current successful coffee shop to include several elements including façade improvements, multipurpose space for entertainment and private events, an expanded kitchen and a bakery. If the project moves forward, the expansion meets several of the City's goals as it relates to downtown and the City's overall economic development plan. The project would expand retail and "trip generating" business in our downtown core as well as enhance the overall appeal of the downtown aesthetics. It would also add value to our existing tax base by fully utilizing an underused building. (The current building houses a psychology office and two apartment units in the front 1/3 of the building and nothing else). The City of Burlington Downtown Strategic Plan provides key objectives for Downtown Burlington. Objective 2 states: "Fill empty downtown buildings with sustainable restaurants and retail businesses." Two tactics noted for accomplishing this are 1) Obtaining grant money to support businesses or building improvements and 2) Support/favor private sector efforts to establish restaurants/retail. The project aligns directly with these goals.

The grant application is for a Tier 2 project - \$250,000. As the fiscal year for the state ends in July, there are not likely to be other candidates that could meet the state's criteria and meet the application deadlines. Under the state's program, the City is the applicant and the funds are administered through the attached grant agreement.

Options & Alternatives: The Common Council could deny the grant application and agreement. The applicants have indicated that the grant would help fill a funding gap needed to make the project fit a sustainable business model. Denying the grant could jeopardize the overall project.

Financial Remarks: The grant program is a reimbursement program which requires the grantee to submit all the required documentation for reimbursement. The City will apply for reimbursement from the State and act as a "pass-through" agent for the funds.

Executive Action:

This item is for discussion at the May 6, 2014 Committee of the Whole meeting and due to the timeliness of this issue, is scheduled for the Common Council meeting the same night for consideration.

Resolution No. 4669(3)
Introduced by: Committee of the Whole

A RESOLUTION AUTHORIZING THE APPLICATION AND GRANT AGREEMENT FOR THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION COMMUNITY DEVELOPMENT INVESTMENT GRANT FOR THE 492 PINE STREET COFFEE HOUSE LLC PROJECT

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

WHEREAS, 492 Pine Street Coffee House LLC has a project that is eligible for a Community Development Investment Grant; and,

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

WHEREAS, the City Council has determined that entering into an agreement with 492 Pine Street Coffee House LLC for the disbursement of grant funds advances the strategic goals of the City; and,

WHEREAS, the City Administrator and City Attorney have reviewed the proposed agreement, attached hereto and made a part hereof, and recommend its approval.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the application for the Wisconsin Economic Development Corporation Community Development Investment Grant for the 492 Pine Street Coffee House LLC Project be approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to signed the 492 Pine Street Coffee House LLC project Grant Agreement.

Introduced: May 6, 2014
Adopted: March 6, 2014

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

F1. PROJECT DESCRIPTION
492 PINE STREET & 484 PINE STREET

The proposed project includes several components and two phases. The project began in December 2011 with a building acquisition followed by the initial phase of building improvements and opening of the Coffee House at Chestnut & Pine. Since that time the Developer continued to grow the project and implement a staged business development plan. Following the acquisition of a second, neighboring building in January 2014, the developer is ready to commence another major phase of building improvements to facilitate the continued growth of the business.

Phase I - The Coffee House at Chestnut & Pine

A downtown coffee house and community gathering place with full selection of coffee, espresso, tea, other beverages, small plates, and sandwiches. The Coffee House at Chestnut & Pine (Coffee House) is open seven days a week and offers early morning and evening hours. A gathering place for the Burlington community, the Coffee House hosts open mic night, live music performances, poetry readings, art exhibitions, and other entertainment. In addition they partner with local organizations in support of various community causes and have had a tremendous impact on the Burlington community since opening their doors in the summer of 2012. (See Attachment K8 Resumes for more information on Coffee House activities to date.)

The building located at 492 Pine Street was acquired in late 2011 by 492 Pine Coffee House LLC. Paul & Rhonda Sullivan, the owners of the Coffee House, repurposed the 2,500 square foot first floor from existing office space to a retail coffee shop. The scope of the initial round of building improvements included select demolition, service counter construction, new bathrooms, a raised platform for entertainment, coffee service and food prep equipment. The Coffee House at Chestnut & Pine opened for business in summer of 2012.

Phase II - Business Expansion – Commercial Kitchen, Bakery, & Additional Multipurpose Space

Overview: Over the last two years the developer has implemented the staged growth of the business and experienced considerable success with the Coffee House. At this time the Sullivan's see an opportunity for business expansion to further enhance the downtown Burlington community. Phase II of building improvements will include the original building (492 Pine Street) plus 484 Pine Street, directly next door to the Coffee House. The 484 Pine Street building was acquired in January 2014. Improvements scheduled to commence in summer 2014 will include:

- Creating a retail bakery and store front at 484 Pine Street.
- A commercial kitchen build-out in 484 Pine Street to service both the retail bakery and the Coffee House. The coffee house will be able to offer a café style menu and increase its food service. The kitchen will be accessible from both spaces.
- Interior openings will be created to allow shared uses, easy traffic flow, and other efficiencies between the two buildings.
- Modifications to the existing Coffee House space (492 Pine first floor) will be made to support the connection and traffic flow to the commercial kitchen and bakery.

- Multipurpose and listening rooms will be created in both the 484 Pine building and 492 Pine building. This will allow the business to increase offerings for entertainment, host private music shows, and also meet demands for private event spaces. The buildings will also be connected at the second level.
- With the increased utilization of these buildings a common stairwell will be created providing access to the second floor of each building. Subject to code requirements, an elevator will also be included in the common circulation space.
- Façade improvements will be completed to the front and rear of the 484 Pine Street building.

The proposed improvements will commence in summer of 2014 and is anticipated to be complete in early 2015. Phase II will serve to grow the functions currently offered thru the Coffee House and meet increasing consumer needs. Furthermore, it will be designed in a manner that promotes cross utilization, serving multiple functions, and flexibility of spaces for optimal efficiency.

The bakery and commercial kitchen will expand on the already successful community spirit and atmosphere of the Coffee House by allowing it to provide café level food service with fresh, local ingredients, and by providing new and exciting offerings for the growing customer base. The Multipurpose areas will serve various functions. These areas will regularly be used as “listening rooms”, providing a space for musicians and music lovers to gather. Events of all types, ranging from national acts to smaller local bands, private shows and public, will play here. These spaces can be used for other entertainment as well and will also be available for private party rental. The Coffee House just recently started offering private party space in the second floor of the 492 Pine building. The demand for these spaces has been strong and will be better fulfilled with the proposed Phase II improvements; enhanced accessibility to party spaces, increased food offerings, and general improvements to the space.

One of the primary objectives in the completed and ongoing development of the Coffee House is community. This is intended to be and has become a place where people of all ages and backgrounds can gather. The products and services offered, combined with entertainment and events, bring people into the Coffee House. This business has engaged with the community, sponsored community events, and supported community organizations and causes (see a complete list of community organizations supported thru these efforts in Attachment K8 Resumes). Phase II will build upon the same platform and even further enhance the livability and attractive qualities of downtown Burlington.

Phase I of this project has provided a significant benefit to the Burlington community and Phase II will provide further benefit. The façade improvements to the 492 Pine building have dramatically enhanced a prime corner in Burlington’s downtown. The Phase II façade improvements to the 484 Pine building will expand on that, improving aesthetics in our historic district in a location that the City has targeted redevelopment efforts.

GRANT AGREEMENT

This Grant Agreement is dated as of the _____ day of April, 2014, by and between:

- 492 Pine Coffeehouse LLC, a Wisconsin limited liability corporation (hereinafter the “Developer”) and
- The City of Burlington, a Wisconsin municipal corporation (hereinafter the “City”).

RECITALS

WHEREAS, the Developer’s related entities, to wit: 492 N. Pine St., LLC, and 484 N. Pine Street, LLC, both Wisconsin limited liability companies (hereinafter collectively “492/484 PINE LLC”), own both of the parcels of real property located in the City and described on Exhibit A which has been attached hereto and is incorporated herein by reference (hereinafter the “Property”); and

WHEREAS, on April, _____ 2014, the City of Burlington Common Council pursuant to its Resolution No. _____, authorized the Mayor to execute this Grant Agreement with the Developer; and

WHEREAS, the City has obtained a grant award from the Wisconsin Economic Development Corporation, COMMUNITY INVESTMENT GRANT PROGRAM (“CIG”); and

WHEREAS, subject to the benefit set forth herein, the Developer intends to redevelop the Property to a retail food, beverage and entertainment facility (hereinafter the “Project”); and

WHEREAS, the City has agreed to administer the grant to assist with the site preparation and project costs attributable to the Project, and further acknowledges that the development of the Project will not occur without the financial assistance to be provided to the Developer as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree in covenant as follows:

ARTICLE I DEVELOPER ACTIVITIES

A. Developer shall cause 492/484 Pine LLC to design and construct the Project in accordance with all applicable City zoning and building codes ordinances and regulations.

B. Developer shall cause 492/484 PINE LLC to obtain all necessary entitlements from the City, inclusive of a conditional use permit, site plan approval, and all other such entitlements required by applicable City ordinances and applicable building codes.

C. Developer shall cause 492/484 PINE LLC to commence construction of the Project no later than August 30, 2014. Developer warrants and represents to the City that but for the benefits provided by the City under Article II herein, Developer would not be able to proceed with the development of the Project.

D. Developer shall cause 492/484 PINE LLC to obtain substantial completion of the Project no later than February 28, 2015. In the event that the Developer fails to achieve such substantial completion by the deadline described in this subparagraph D, the City, upon thirty (30) days prior written notice providing the Developer with the opportunity to cure said default, shall be entitled to a return of any and all payments paid to the Developer under this Agreement prior to the date of such default.

E. During construction, Developer shall submit to the City invoices and/or other evidence of "Eligible Project Costs", as defined under the CIG Agreement/Award attached hereto as Exhibit B. Eligible Project Costs include all Grant Covered and Matching Expenditures are shown within such Agreement/Award. Such submissions may occur upon substantial completion of the Project or on an interim basis, up to five (5) times, during the Project construction phase, for those completed components.

F. In addition to the foregoing, the Developer shall complete and file any and all paperwork and/or materials as mandated by the requirements of the CIG Program, as well as comply with any annual reporting requirements of the CIG Program; all at the Developer's expense.

ARTICLE II CITY OBLIGATIONS

A. City shall cooperate with Developer throughout the pre-construction and construction period and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. Upon receipt of the Developer's evidence of Eligible Project Costs incurred pursuant to Section E of Article I of this Agreement, the City shall submit the disbursement request to WEDC as contemplated under the CIG Agreement attached hereto as Exhibit B. The Grant Award is a Reimbursement Grant which allows the Developer to submit to the City, for reimbursement, its proof of expenditure on Eligible Project Costs either: (i) upon substantial completion of the Project; or (ii) up to five (5) times during the Construction of the Project for those portions of the Project that have been completed.

WITH A COPY TO:

Lloyd, Phenicie, Lynch, Kelly, Hotvedt & Terry, S.C.
Attn: Todd A. Terry
432 Milwaukee Avenue
Burlington, WI 53105

ARTICLE VI
ASSIGNMENT

No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party. Notwithstanding the foregoing, the Developer may (i) assign its rights and obligations under this Agreement to an entity that holds title to the Property that is managed or controlled by Developer or by one or more of the principals of Developer; and (ii) collaterally assign its rights hereunder to any mortgage lender for the Project. Such mortgage lender may avail itself of the rights afforded to Developer only if it fulfills all of the obligations of Developer.

ARTICLE VII
GENERAL PROVISIONS

A. Entire Agreement. This Agreement, including any amendments hereto, shall constitute the entire Agreement between the Developer and the City with respect to the subject matter hereof.

B. Governing Law; Interpretation. This Agreement shall be liberally construed in accordance with the laws of the State of Wisconsin to protect the public interest.

C. Severability. If any term, provision, covenant or condition hereof or any application thereof in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, provisions, covenants and conditions hereof, and all applications thereof, not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

CITY OF BURLINGTON

By: _____
Mayor

ATTEST:

By: _____
City Clerk

492 PINE COFFEEHOUSE LLC

By: _____
Paul Sullivan, Managing Member

EXHIBIT A
Legal Description of the Property

(INSERT)



CITY OF BURLINGTON

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

Committee of the Whole Item Number: 9	Date: May 6, 2014
Submitted By: Kevin Lahner, City Administrator	Subject: Resolution 4670(4) to approve a sale agreement with Burlington Development Group for the sale of the City's airport terminal building at 707 Airport Road.

Details:

Currently, the City of Burlington owns an "old" terminal building at the Burlington Municipal Airport which is only being utilized for storage. The actual terminal facilities are located within Burlington Development Group's building which is also occupied by Meisner Aircraft. Gary Meisner serves as our contract Airport Manager and the City leases the hangar portion of this building for \$12,000 per year.

The City is currently slated to receive \$348,480 in federal and state airport grants for airport improvements. The funds are a combination of 90/10 matching (90 percent federal grant funds, 10 percent matching City funds) and 80/20 matching grants.

The Airport Committee has recommended the purchase of Burlington Development Group's building, including the terminal facilities and the adjacent hangar building, currently containing Burlington Air Center. Burlington Development Group has agreed to purchase our old terminal facility. The City would then lease the spaces to the existing tenants and utilize the hangar for storage of snow removal equipment and other items.

The total cost to the City Airport Fund would be approximately \$52,000. Based upon the appraised value the total purchase price for the two pieces of property would be approximately \$600,000. The sale price for the City's terminal building would be \$115,000. The lease revenue from these two facilities would provide positive cash flow to the City within nine months of purchase.

Options & Alternatives:

The City could decline to move forward with this sale and retain the hangar for storage. The airport generates positive cash flow based upon fuel sales and would likely continue to do so, particularly in periods of economic growth.

Financial Remarks:

Financial information is outlined above. The sale price for the City's terminal building is \$115,000. If approved by the Council, there will additionally be a five-year Airport Hangar Lease for this building with Burlington Air Center (BAC) in the amount of \$3,942 per month or \$47,304 per year.

Executive Action:

This item is for discussion at the May 6, 2014 Committee of the Whole meeting and is scheduled for the Common Council meeting the same night for consideration.

Resolution Number: 4670(4)
Introduced by: Committee of the Whole

**A RESOLUTION AUTHORIZING THE SALE OF THE CITY'S TERMINAL BUILDING
AT 707 AIRPORT ROAD AT THE BURLINGTON MUNICIPAL AIRPORT TO
BURLINGTON DEVELOPMENT GROUP, INC.**

WHEREAS, the Airport Committee has recommended selling the City's current terminal building, located at 707 Airport Road to Burlington Development Group by a vote of 5-0 at the July 25, 2013 Airport Committee meeting; and,

WHEREAS, Burlington Development Group, Inc. has agreed to purchase the terminal building at 707 Airport Road for the amount of \$115,000; and,

WHEREAS, the City of Burlington has prepared an Agreement for the Sale of Real Estate between the City of Burlington and Burlington Development Group, Inc. as described in Attachment "A".

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City Administrator and City Attorney are hereby authorized to complete the sale of 707 Airport Road; and,

BE IT FURTHER RESOLVED that the City of Burlington City Administrator and City Attorney are hereby authorized to complete lease agreements with Burlington Development Group and Burlington Air Center for facilities located at 703 Airport Road.

Introduced: May 6, 2014
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

Draft: 2/3/14

Rev: 4/29/14

AGREEMENT FOR THE SALE OF A
CITY OF BURLINGTON AIRPORT BUILDING
TO THE BURLINGTON DEVELOPMENT GROUP, INC.

This agreement (“Agreement”) is made and entered into this 29th day of April, 2014, by and between:

- a) The CITY OF BURLINGTON, WISCONSIN, being a Wisconsin municipality, with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the “City”); and
- b) The BURLINGTON DEVELOPMENT GROUP, INC., being a Wisconsin corporation with offices located at 703 Airport Road, Burlington, Wisconsin 53105 (hereinafter referred to as “BDG”).

Introduction

The City owns a parcel of real property located in the City of Burlington, Wisconsin, that is approximately 154 acres in area and which has a tax parcel number of 206031930100000. This parcel of real property (the “Real Property”) is improved with various building, airplane runways, and related facilities, known as the “Burlington Airport”.

The Burlington Airport is operated by the City through a written Airport Manager’s Agreement with Gary Meisner, who manages the Burlington Airport for the City under the terms of that Manager’s Agreement. Gary Meisner is also the President of BDG, which is a party to this present Agreement.

The Burlington Airport is a “general aviation airport” as that term is used by the State of Wisconsin Bureau of Aeronautics (the “Bureau”), which is a part of the State of Wisconsin Department of Transportation. The Bureau, in conjunction with the Federal Aviation Administration (“FAA”), regulates airports in the State of Wisconsin, including the Burlington Airport.

Over the years, the City has continued to be the sole and exclusive owner of fee simple title to the Real Property which is improved with the Burlington Airport. As a part of that exclusive ownership arrangement, however, the City has entered into numerous lease arrangements with third parties, wherein under the terms of those leases the said third parties have constructed, at the cost and expense of the third parties, various airport hangars and other buildings (collectively, the “Buildings”) that are located at the Burlington Airport. The Buildings are deemed personal property, as opposed to real property, and are treated as personal property in the legal relationships existing between the owners of the Buildings and the City.

The City owns one of the Buildings located at the Burlington Airport, that Building (the “City Building”) having an address of 707 Airport Road, Burlington, Wisconsin 53105. The City Building is essentially presently used as an airplane hangar, but used to be used as a terminal for the Burlington Airport prior to the newer terminal now being used. The City Building is further described and depicted in attached Exhibit A.

The City and BDG are entering into this present Agreement for the purpose of the City selling to BDG the City Building.

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

1. “Introduction” is Correct. The foregoing “Introduction” is true and correct, and is hereby incorporated herein by reference (including Exhibit A).

2. Sale/Purchase of the City Building. The City hereby sells to BDG, and BDG hereby purchases from the City, the City Building, under the terms and provisions of this Agreement.

3. Sale Price. The sale prices for the City Building shall be One Hundred Fifteen Thousand Dollars (\$115,000.00). At closing, the said sale price shall be adjusted as necessary to reflect any credits, costs, or prorations due the respective parties in the sale/purchase, as specified in a closing statement that shall be prepared for the sale/purchase of the City Building.

4. Closing Date. This transaction shall be closed within Fifteen (15) Days after all of the contingencies contained in below Paragraph Number 9 are fulfilled and/or waived in writing by the protected party. The closing shall occur at the City of Burlington City Hall, located at 300 North Pine Street, Burlington, Wisconsin 53105.

5. Closing Logistics. At closing, each party shall deliver to the other party:

- a) The net sale price due the City for the City Building (payable by a BDG check); and
- b) A Bill of Sale (with warranties) conveying and transferring the City Building to BDG; and
- c) Such other documents as may be necessary to implement and make effective this transaction.

6. Post-Closing Activities. After the closing, and without any further consideration being required, each party shall execute and deliver such further documents as may be necessary to implement and make effective this transaction. Additionally, the City shall have Thirty (30) Days after the date of closing of this transaction to remove any personal property items presently located in the City Building that is owned by the City.

7. AS-IS Sales. The parties agree that the City Building being conveyed to BDG in this transaction is being sold in an AS-IS condition, and neither the City, nor any of its representatives or agents, are making any warranties or representations to BDG regarding the condition or nature of the said City Building. As a part of the consideration given for the AS-IS nature of this transaction, BDG is being given full due diligence/inspection rights as further described in below Paragraph No. 9(b) of this Agreement. Notwithstanding such AS-IS sale, however, the City does warrant and represent to BDG, with respect to the City Building that it is conveying to BDG that:

- a) The warranties and representations contained in below Paragraph No. 8 are true and correct; and
- b) The City has no notice or knowledge of:
 - (i) Any failure of compliance with any governmental laws or regulations applicable to or regarding the nature or condition of the said City Building (including, but not limited to, any environmental laws or regulations enforced by the Wisconsin Department of Natural Resources and/or the United States Environmental Protection agency); and/or

- (ii) Any hazardous conditions or substances, toxic conditions or substances, or any other environmentally-related conditions or substances regulated or controlled under the law existing on or affecting the City Building; and/or
- (iii) Any violation of the applicable laws, rules, and/or regulations enforced by the Bureau and/or the FAA.

8. Warranties and Representations. The City hereby warrants and represents to BDG, with respect to the City Building that it is conveying to BDG, that:

- a) It has good and merchantable title to the City Building; and
- b) The City Building is not affected by any lease and/or agreement, whether oral or written, other than this present Agreement; and
- c) The City Building is not affected and/or encumbered by any security interest, lien, or any other encumbrance of any nature whatsoever.

The provisions of this present Paragraph shall survive the closing of this transaction.

9. Contingencies. This entire transaction is contingent upon each of the following contingencies being fulfilled (and/or waived in writing by the protected party) on or before the closing of this transaction:

- a) The Common Council of the City of Burlington, Wisconsin, approving this Agreement and entire transaction; and
- b) BDG obtaining, within Thirty (30) Days after the date of this Agreement, at BDG's own cost and expense, information and/or reports satisfactory to BDG, in BDG's sole and absolute discretion, regarding any and all aspects of (i) the City Building, and/or (ii) this entire transaction.

10. Sales Tax. The City shall be responsible for timely paying to the State of Wisconsin (or any other governmental body) any sales tax that may arise as a result of the City selling its City Building to BDG.

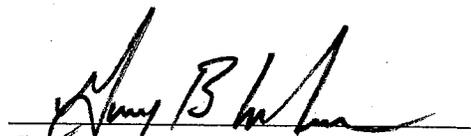
11. Governing Law. This Agreement shall be governed, controlled, interpreted, and construed by and under the laws of the State of Wisconsin. The venue for any legal proceedings pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County,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

This Agreement is made and entered into effective as of the date first written above.

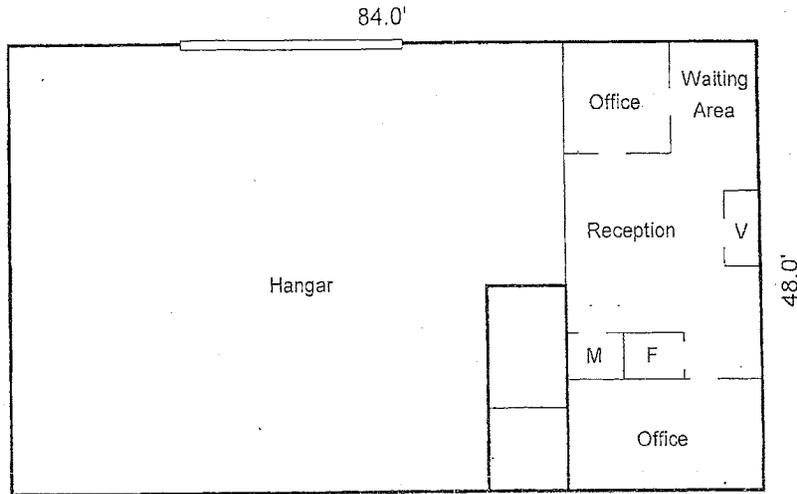
CITY:
City of Burlington, Wisconsin

BDG:
Burlington Development Group, Inc.

By: 
Kevin Lahner
City Administrator

By: 
Gary B. Meisner
President

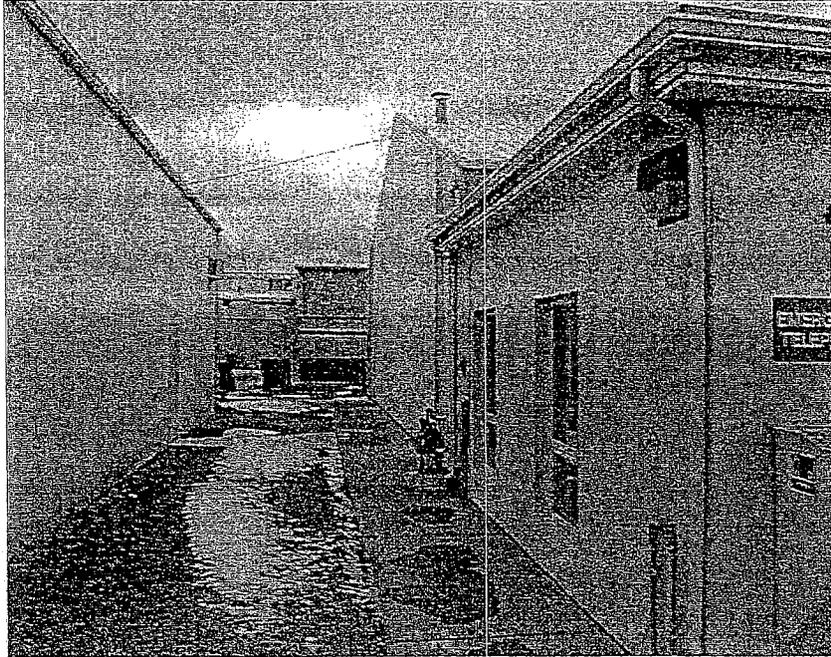
707 Airport Road, Burlington, WI



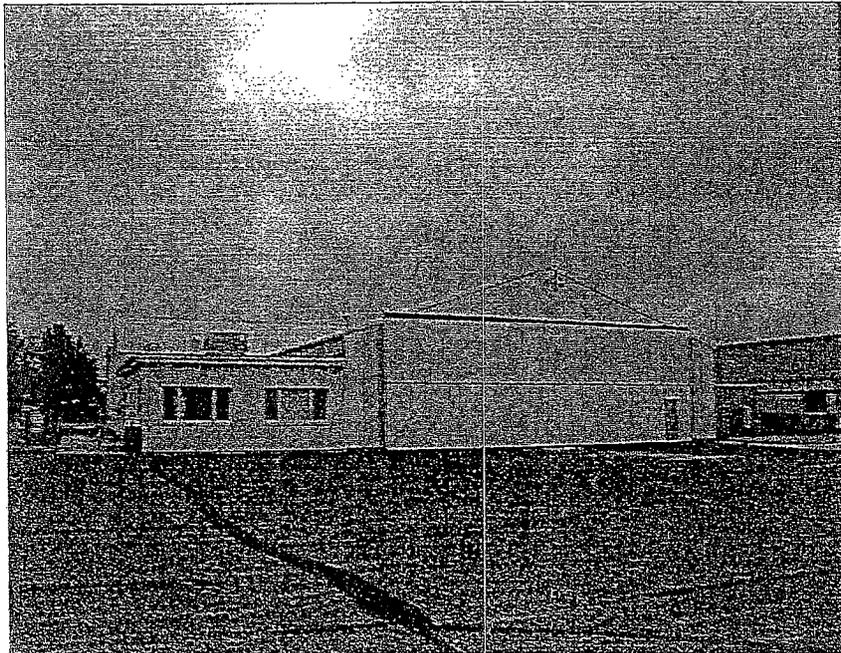
 Storage Mezzanine

F Female Washroom
M Male Washroom
V Vestibule

ADDENDUM B - Subject Property Photos



A. View of subject north elevation



B. View of subject south elevation

Property Description. This consists of a one-story, prefabricated metal framed and sided, hangar building originally constructed in about 1962 containing approximately 4,032 square feet.

The building is further divided into office and hangar areas with approximately 1,056 square feet, or, 26% of the total building area considered finished office area and the remainder considered unfinished hangar space. The office area is further divided into two offices, a waiting and reception area, a male washroom containing three fixtures, female washroom containing two fixtures, and entry vestibule. The hangar area contains a small, unfinished room with a storage mezzanine above. The hangar has a capacity of about two to three small to average sized planes.

The office area is finished with vinyl tile flooring and carpet in one office, recessed tile ceiling, fluorescent lighting and drywall walls with vinyl base and wood paneling in one office. Hollow core oak doors and casing. Casement and stationary metal sash thermopane windows. Glass panel entry door.

The hangar area is largely unfinished with a concrete floor and insulated metal walls and ceiling. Ceiling fan. Fluorescent lighting. Bi-fold hangar door. 12' eave height. Pitched metal roof with gutters and down spouts over the hangar area. Office area roof appears to be built up tar and gravel. Rooftop mounted, combination forced air furnace and air conditioning for the office area, Reznor gas fired overhead unit heaters in hangar area. 200 ampere, 240 volt electrical service. Small water heater.

The overall condition and utility of the building is considered average.

Land Lease. The subject site is not encumbered by lease terms given ownership of the site and improvements by the City of Burlington. Under different ownership, lease terms similar to those of nearby sites within the airport would likely be imposed with a likely 30 year term at \$0.165 per square foot annually, or approximately \$665. Leases increase every five years based on CPI (Consumer Price Index). The airport is responsible for parking lot maintenance.

Access to the site is average and is located near the main runway, however without immediate access, and in close proximity to the terminal and fueling station.

Public utilities available and in place on the site are limited to telephone and electricity. The subject is serviced with a drilled well and septic system.

The subject property is zoned A-1 (Agricultural) by the City of Burlington which permits the current aviation use and manufacturing or warehouse and office use connected with an aviation related use only, typical of most airport zoning.

None of the subject site area is located in a flood hazard zone. The flood map location is referenced by FEMA Community Panel Number 550348 0001 C, dated January 15, 1982.

The subject property is located in Census Tract 24.01 for Racine County, Wisconsin.



CITY OF BURLINGTON

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

Committee of the Whole Item Number: 10	Date: May 6, 2014
Submitted By: Kevin Lahner, City Administrator	Subject: Resolution 4671(5) to approve a sale agreement with Burlington Development Group for the purchase of two airport buildings at 703 Airport Road.

Details:

Currently, the City of Burlington owns an “old” terminal building at the Burlington Municipal Airport which is only being utilized for storage. The actual terminal facilities are located within Burlington Development Group’s building which is also occupied by Meisner Aircraft. Gary Meisner serves as our contract Airport Manager and the City leases the hangar portion of this building for \$12,000 per year.

The City is currently slated to receive \$348,480 in federal and state airport grants for airport improvements. The funds are a combination of 90/10 matching (90 percent federal grant funds, 10 percent matching City funds) and 80/20 matching grants.

The Airport Committee has recommended the purchase of Burlington Development Group’s building, including the terminal facilities and the adjacent hangar building, currently containing Burlington Air Center. Burlington Development Group has agreed to purchase our old terminal facility. The City would then lease the spaces to the existing tenants and utilize the hangar for storage of snow removal equipment and other items.

The total cost to the City Airport Fund would be approximately \$52,000. Based upon the appraised value the total purchase price for the two pieces of property would be approximately \$600,000. The sale price for the City’s terminal building would be \$115,000. The lease revenue from these two facilities would provide positive cash flow to the City within nine months of purchase.

Options & Alternatives:

The City could decline to move forward with the purchase. We would forgo the federal and state grant funds and continue with the current situation. The airport generates positive cash flow based upon fuel sales and would likely continue to do so, particularly in periods of economic growth.

Financial Remarks:

Financial information is outlined above. The City would be acquiring two assets worth \$715,000 for \$52,000. The City would be required to serve as a landlord for these two buildings and receive a monthly lease payment from Meisner Aircraft for \$1,800 per month.

Executive Action:

This item is for discussion at the May 6, 2014 Committee of the Whole meeting and is scheduled for the Common Council meeting the same night for consideration.

Resolution Number: 4671(5)
Introduced by: Committee of the Whole

**A RESOLUTION AUTHORIZING THE PURCHASE OF TWO AIRPORT AT
THE BURLINGTON MUNICIPAL AIRPORT AT 703 AIRPORT ROAD FROM
BURLINGTON DEVELOPMENT GROUP, INC.**

WHEREAS, the Airport Committee has recommended purchasing 703 Airport Road by a vote of 5-0 at the July 25, 2013 Airport Committee meeting; and,

WHEREAS, the City of Burlington will receive State of Wisconsin Airport Grants, and United States Airport Entitlement Grants to assist in the purchase of 707 Airport Road;

WHEREAS, the City of Burlington has prepared an Agreement for the Sale of Real Estate between the City of Burlington and Burlington Development Group, Inc. as described in Attachment "A".

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County, State of Wisconsin, that the City Administrator and City Attorney are hereby authorized to complete the purchase of 703 Airport Road; and,

BE IT FURTHER RESOLVED that the City of Burlington City Administrator and City Attorney are hereby authorized to complete lease agreements with Burlington Development Group and Burlington Air Center for facilities located at 703 Airport Road.

Introduced: May 6, 2014
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

AGREEMENT FOR THE SALE OF
TWO AIRPORT BUILDINGS TO THE
CITY OF BURLINGTON, WISCONSIN

This agreement (“Agreement”) is made and entered into this 29th day of April, 2014, by and between:

- a) The CITY OF BURLINGTON, WISCONSIN, being a Wisconsin municipality, with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the “City”); and
- b) The BURLINGTON DEVELOPMENT GROUP, INC., being a Wisconsin corporation with offices located at 703 Airport Road, Burlington, Wisconsin 53105 (hereinafter referred to as “BDG”).

Introduction

The City owns a parcel of real property located in the City of Burlington, Wisconsin, that is approximately 154 acres in area and which has a tax parcel number of 206031930100000. This parcel of real property (the “Real Property”) is improved with various building, airplane runways, and related facilities, known as the “Burlington Airport”.

The Burlington Airport is operated by the City through a written Airport Manager’s Agreement with Gary Meisner, who manages the Burlington Airport for the City under the terms of that Manager’s Agreement. Gary Meisner is also the President of BDG, which is a party to this present Agreement.

The Burlington Airport is a “general aviation airport” as that term is used by the State of Wisconsin Bureau of Aeronautics (the “Bureau”), which is a part of the State of Wisconsin Department of Transportation. The Bureau, in conjunction with the Federal Aviation Administration (“FAA”), regulates airports in the State of Wisconsin, including the Burlington Airport.

Over the years, the City has continued to be the sole and exclusive owner of fee simple title to the Real Property which is improved with the Burlington Airport. As a part of that exclusive ownership arrangement, however, the City has entered into numerous lease arrangements with third parties, wherein under the terms of those leases the said third parties have constructed, at the cost and expense of the third parties, various airport hangars and other buildings (collectively, the “Buildings”) that are located at the Burlington Airport. The Buildings are deemed personal property, as opposed to real property, and are treated as personal property in the legal relationships existing between the owners of the Buildings and the City.

BDG owns two of the Buildings located at the Burlington Airport, collectively having a street address of 703 Airport Road, Burlington, Wisconsin 53105. These two Buildings (the “BDG Buildings”) are adjacent to each other and connected to each other, but are viewed and treated as separate from each other in this Agreement, given their separate and different uses, in that one of the areas is used as the terminal for the Burlington Airport and rented office space, and the other area was designed as an airplane hangar and is presently used to store snow removal equipment used to keep the airport clear of snow. The BDG Buildings are further described and depicted in attached Exhibit A.

The City and BDG are entering into this present Agreement for the purpose of BDG selling to the City the two BDG Buildings. A further key part of this transaction is that the City and BDG

have received information from the Bureau that the Bureau is presently offering to provide a combination of State and Federal funding aids for the City's purchase of the two BDG Buildings.

A summary/outline of this transaction and the proposed State and Federal funding aids that may be available to the City after this transaction closes, is attached as Exhibit B. (Exhibit B consists of both a summary/outline of the transaction between the parties, as well as the two "Findings" issued by the Bureau regarding the proposed State and Federal funds.)

As further described in this Agreement, the parties understand and agree that the availability of the State and Federal funds described in Exhibit B are important to the City, but under the Bureau's regulations will not become available to the City (if available at all) until after this transaction closes. Under the terms of this Agreement, therefore, the City is reserving the right to rescind and reverse this transaction if the proposed State and Federal funds are not received by the City in the amounts being proposed.

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

1. "Introduction" is Correct. The foregoing "Introduction" is true and correct, and is hereby incorporated herein by reference (including Exhibits A and B).
2. Sale/Purchase of the Buildings. BDG hereby sells and transfers to the City, and the City hereby purchases from BDG, the two BDG Buildings under the terms and provisions of this Agreement.

3. Sale Prices. The sale prices for the BDG Buildings shall be as stated in the summary/outline contained in attached Exhibit B. At closing, the said sale prices shall be adjusted as necessary to reflect any credits, costs, or prorations due the respective parties in each sale/purchase, as specified in a separate closing statement that shall be prepared for each sale/purchase of the two BDG Buildings.

4. Closing Date. This transaction shall be closed within Fifteen (15) Days after the contingencies contained in below Paragraph Numbers 10(a) and 10(b) are fulfilled and/or waived in writing by the protected party. The closing shall occur at the City of Burlington City Hall, located at 300 North Pine Street, Burlington, Wisconsin 53105.

5. Closing Logistics. At closing, each party shall deliver to the other party:

- a) The net sale price due BDG for the two BDG Buildings being sold/purchased (payable by a City check); and
- b) Bills of Sale (with warranties) conveying and transferring the BDG Buildings to the City; and
- c) Such other documents as may be necessary to implement and make effective this transaction.

6. Post-Closing Activities. After the closing, and without any further consideration being required, each party shall execute and deliver such further documents as may be necessary to (i) implement and make effective this transaction, and/or (ii) allow the City to obtain from the Bureau (and/or the Federal government) the State and Federal funds described in Exhibit B. Additionally, BDG shall have Thirty (30) Days after the date of closing of this transaction to remove any personal property items presently located in the BDG Buildings that is owned by BDG.

7. Right of Recision. In the event the City does not obtain the full amount of the State and Federal funds described in attached Exhibit B, then the City may, should it so elect, rescind and reverse this entire transaction. In that event, the City shall give a written notice to BDG regarding its decision to so rescind and reverse this entire transaction. The parties shall then coordinate and cooperate with each other in implementing and making effective the logistics to accomplish the said recision/reversal. Unless the parties otherwise agree in writing, the sale/purchase of both of the BDG Buildings shall be rescinded and reversed.

8. AS-IS Sales. The parties agree that the BDG Buildings being conveyed to the City in this transaction are being sold in an AS-IS condition, and neither BDG, nor any of its representatives or agents, are making any warranties or representations to the City regarding the condition or nature of the said BDG Buildings. As a part of the consideration given for the AS-IS nature of this transaction, the City is being given full due diligence/inspection rights as further described in below Paragraph No. 10(b) of this Agreement. Notwithstanding such AS-IS sale, however, BDG does warrant and represent to the City, with respect to the BDG Buildings that it is conveying to the City, that:

- a) The warranties and representations contained in below Paragraph No. 9 are true and correct; and
- b) BDG, and its shareholders, directors, or officers, have no notice or knowledge of:
 - (i) Any failure of compliance with any governmental laws or regulations applicable to or regarding the nature or condition of the said BDG Building (including, but not limited to, any environmental laws or regulations enforced

by the Wisconsin Department of Natural Resources and/or the United States Environmental Protection agency); and/or

(ii) Any hazardous conditions or substances, toxic conditions or substances, or any other environmentally-related conditions or substances regulated or controlled under the law existing on or affecting the said BDG Buildings; and/or

(iii) Any violation of the applicable laws, rules, and/or regulations enforced by the Bureau and/or the FAA.

9. Warranties and Representations. BDG hereby warrants and represents to the City, with respect to the BDG Buildings that it is conveying to the City, that:

- a) It has good and merchantable title to the BDG Buildings; and
- b) The BDG Buildings are not affected by any lease and/or agreement, whether oral or written, other than this present Agreement; and
- c) The BDG Buildings are not affected and/or encumbered by any security interest, lien, or any other encumbrance of any nature whatsoever.

The provisions of this present Paragraph (as well as above Paragraph No. 7) shall survive the closing of this transaction.

10. Contingencies. This entire transaction is contingent upon each of the following contingencies being fulfilled (and/or waived in writing by the protected party) on or before the closing of this transaction:

- a) The Common Council of the City of Burlington, Wisconsin, approving (i) this Agreement and transaction; and (ii) the written leases between the City and BDG (or its assignee) as described in below Subparagraph 10(c); and
- b) The City obtaining, within Thirty (30) Days after the date of this Agreement, at the City's own cost and expense, information and/or reports satisfactory to the City, in the City's sole and absolute discretion, regarding any and all aspects of (i) the BDG Buildings and/or (ii) this entire transaction; and
- c) The parties, at the time of the closing of this transaction, entering into a mutually agreeable written lease agreement(s) wherein the City, as the Landlord, shall rent to BDG (and/or its assignee), as the Tenant, the two BDG Buildings that the City is purchasing from BDG in this transaction.

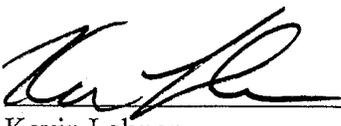
11. Sales Tax. BDG shall be responsible for timely paying to the State of Wisconsin (or any other governmental body) any sales tax that may arise as a result of BDG selling the BDG Buildings to the City.

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

This Agreement is made and entered into effective as of the date first written above.

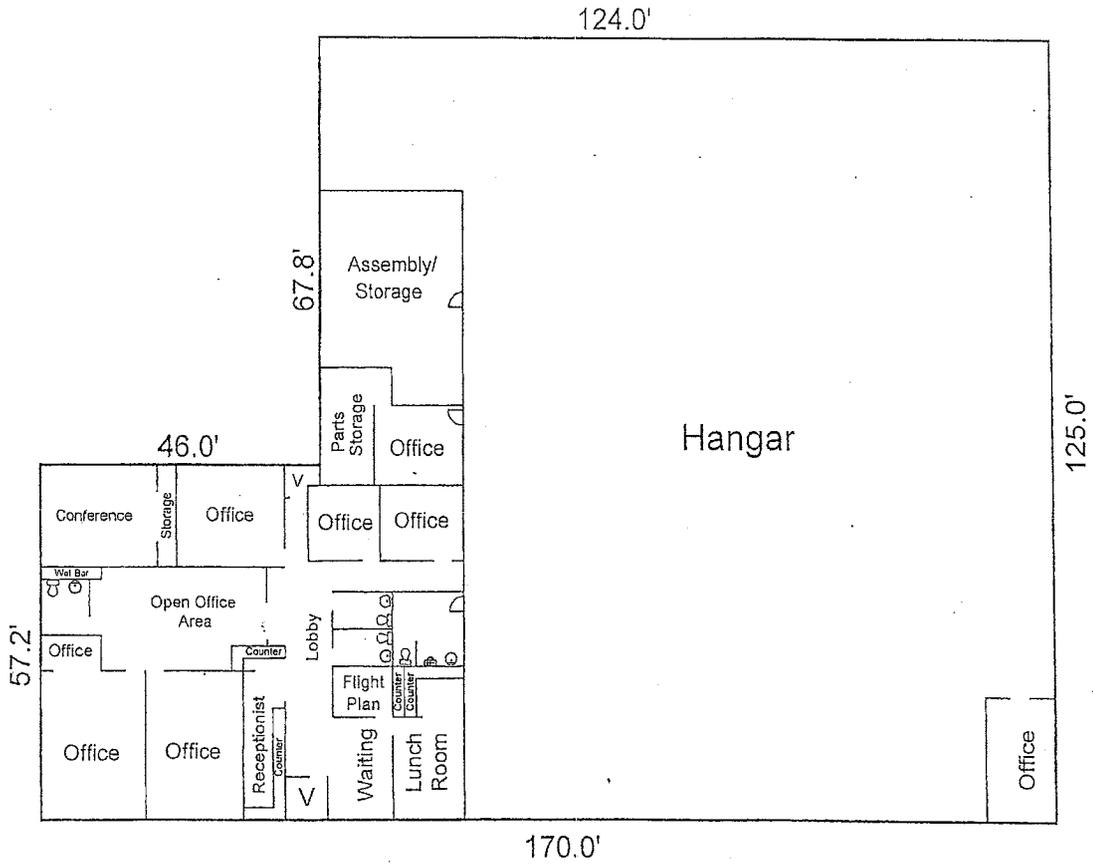
CITY:
City of Burlington, Wisconsin

BDG:
Burlington Development Group, Inc.

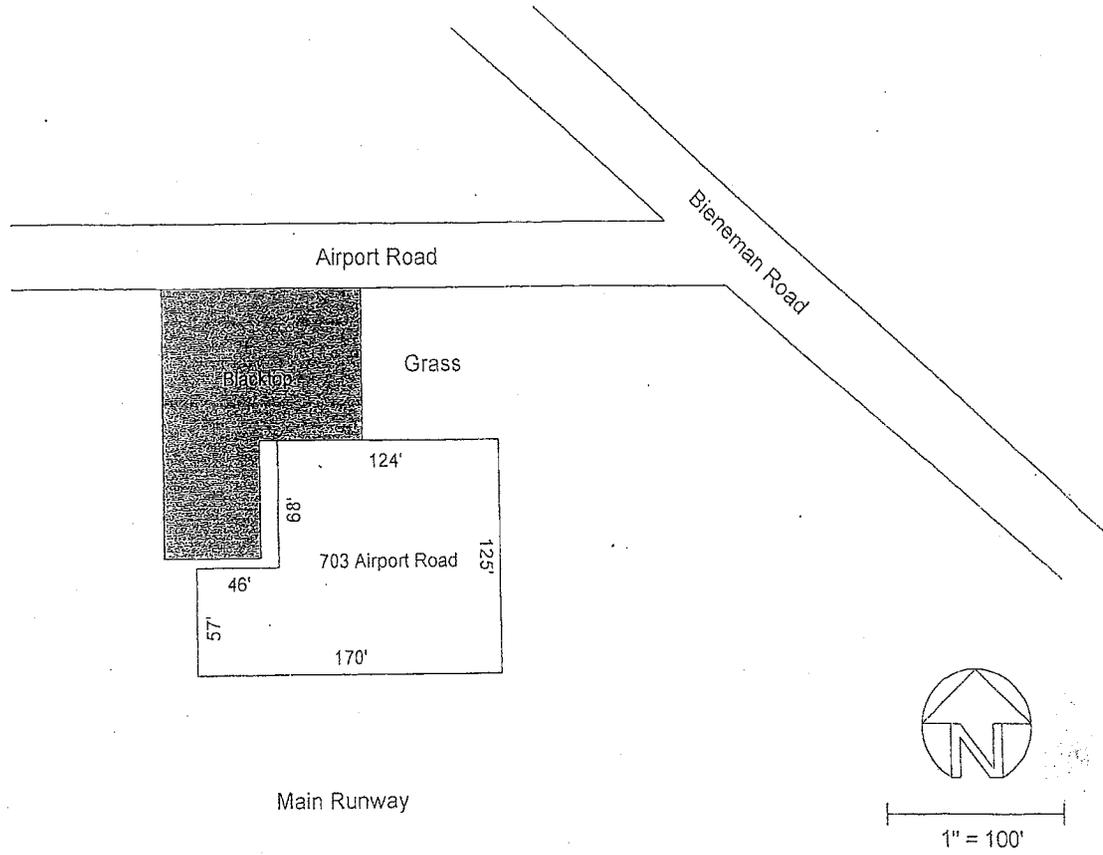
By: 
Kevin Lahner
City Administrator

By: 
Gary B. Meisner
President

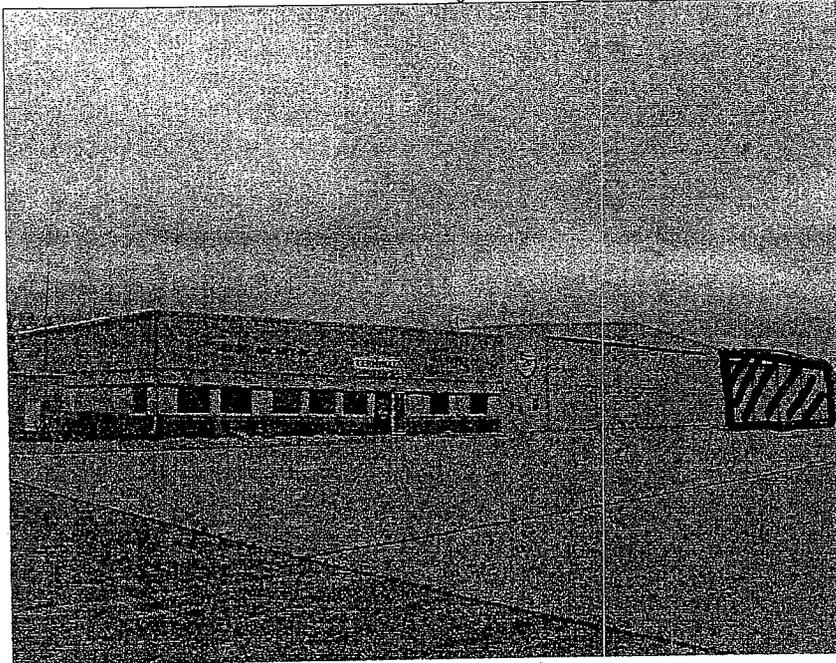
703 Airport Road



V = Vestibule

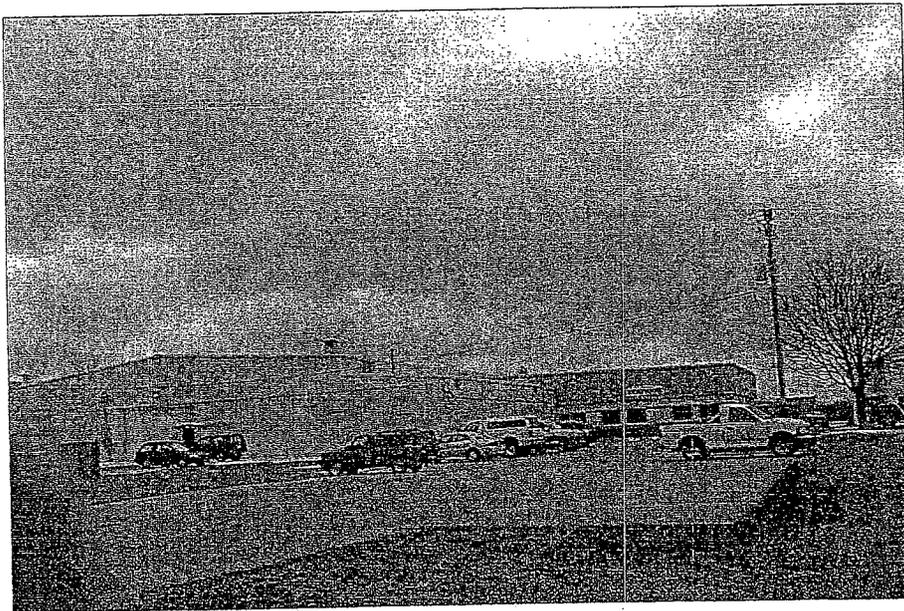


ADDENDUM B - Subject Property Photos



(Not part
of the
subject
property)

A. South elevation of subject property



B. North elevation of subject property

Property Description. The subject property consists of a one-story, prefabricated metal hangar building containing approximately 18,131 square feet. This building was originally constructed in 1972 containing approximately 12,500 square feet with a 5,631 square foot addition added in about 1999. The building is connected via an attached hallway to the adjacent building, 701 Airport Road, however this appraisal is only inclusive of the defined subject property, located 703 Airport Road.

The hangar area contains about 13,076 square feet and has a storage capacity for about ten to twelve average sized planes. The exterior walls of the hangar building consist of painted metal panels over steel framing with clear-span construction. 22.5 foot high eave height. There is one shop washroom containing three fixtures.

The hangar area is largely unfinished with a painted concrete floor. There is also a small office located within the hangar area.

The remaining 5,055 square feet of building area is considered finished office area which was a part of the most recent addition constructed in about 1999. This area is divided into six individual offices, one open office area used as a reception area, two vestibules, reception area, waiting area, lunch room, conference room, flight plan room, a parts storage room, assembly and storage room, and three washrooms with 2-3 fixtures each.

Office area is largely finished with carpet and ceramic tile floors, recessed tile and drywall ceilings, drywall walls with a chair rail and fluorescent lighting. Built in cabinetry, formica counter tops and sink in the conference room and lunch room. Solid core oak doors and casing and 15 panel glass doors. Stationary metal sash thermopane windows.

There is also approximately 1,400 square feet of unfinished storage mezzanine above a portion of the office area, but accessible from the hangar.

The newest addition has concrete block walls with a metal mansard roof design. 10' ceiling height in the office areas. The roof otherwise is pitched with 26 gauge painted metal standing seam roof. Gutters and downspouts.

One Wilson bi-fold door, 80' x 20', electrically operated, on the west elevation which opens onto the main runway. One 12' x 24' overhead door which is electrically operated. 8" poured concrete floor.

Gas-fired, forced air heat with central air conditioning in the offices. Four gas-fired, forced air, suspended unit heaters in the hangar. Electric baseboard heat in office washroom. 6" ceiling, 4" wall insulation. One 225-ampere, single-phase electrical service. One 400-ampere, 1-3 phase, 120/240 volt electrical service with high pressure sodium lighting. Water heater. Catch basin in the hangar.

Other improvements consist of exterior mounted wall pack lighting and include the use of approximately 7,355 square feet of adjacent asphalt paving, concrete aprons and decorative landscaping.

Overall condition of the improvements is considered good. Overall utility is considered good, however, the extensive office finish is atypical of hangars in the subject airport and typically only found in more major airport centers.

Property Description. The subject property consists of a one-story, prefabricated metal hangar building containing approximately 18,131 square feet. This building was originally constructed in 1972 containing approximately 12,500 square feet with a 5,631 square foot addition added in about 1999. The building is connected via an attached hallway to the adjacent building, 701 Airport Road, however this appraisal is only inclusive of the defined subject property, located 703 Airport Road.

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EXHIBIT B

SUMMARY/OUTLINE OF AIRPORT TRANSACTIONS

1. BDG Building - Terminal/Office Building

Burlington Development Group, Inc. (Grantor) to City (Grantee)

\$105,000.00 Sale Price

\$500.00 is added in the State Funding for Administration/Appraisal

Total: \$105,500.00

State of Wisconsin Airport Funds:	\$ 84,400.00
City of Burlington Airport Funds:	<u>21,100.00</u>
	\$105,500.00

3. BDG Building - Snow Removal Equipment Storage Building

Burlington Development Group, Inc. (Grantor) to City (Grantee)

\$495,000.00 Sale Price

\$2,315.00 is added in the State Funding for Administration/Appraisal

Total: \$497,310.00

Federal Government Entitlement Funds:	\$331,500.00
State of Wisconsin Airport Funds:	9,644.00
City of Burlington Airport Funds:	<u>156,166.00</u>
	\$497,310.00

Department of Transportation
Division of Transportation Investment Management
Bureau of Aeronautics
Madison, Wisconsin

FINDING IN THE MATTER OF THE
DEVELOPMENT OF THE

Burlington Municipal Airport
Burlington, WI

City of Burlington, desiring to sponsor an airport development project with federal and/or state aid, and having filed its petition with the Department of Transportation Secretary (Secretary), as provided by Wis. Stat. §114.33(2) (1987), and having held a public hearing in the matter after notice duly given as provided by law; and

The Secretary, having considered the information in the petition, presented at the hearing, and facts pertinent to the proposed project of which he has knowledge, does hereby find and determine:

1. That the airport whose development is proposed by the sponsor is a portion of the system of airports laid out by the Department of Transportation as provided by Wis. Stat. §114.01 (1977), and that its development as such, is necessary.
2. That the airport approved for such development is Burlington Municipal Airport, the location and the approximate boundaries of which are shown on the attached sketch.
3. That the airport be planned for ultimate development as a Medium General Aviation type airport in accordance with an approved Airport Layout Plan and/or Wisconsin Airport System Plan.
4. That the sponsor, by agency agreement dated March 15, 2005, has designated the Secretary as its agent in accordance with Wis. Stat. §114.32(5) (1971).
5. That the sponsor, by the agency agreement, has agreed to certain conditions established in Wis. Admin. Code Trans §55.06 (1997).
6. That the character and extent of this project deemed necessary to provide a safe, usable and useful airport facility is as follows:

Purchase terminal building and any necessary related work.

Approximate Estimate of Cost

Building	\$105,000
Administration/Appraisal	<u>\$500</u>
Total	\$105,500

Distribution of Cost

WORK ITEM (%)	STATE	SPONSOR	TOTAL
(80/20)	\$ 84,400	\$ 21,100	\$ 105,500
	\$	\$	0
TOTAL	\$ 84,400	\$ 21,100	\$ 105,500

7. That the project shall be accomplished with state and sponsor funds as previously indicated.

The sponsor, in accordance with Wis. Stat. §114.33(3) (1987), and this Finding (Order) shall take action at its next meeting toward providing the sponsor's share of the cost and promptly notify the Bureau of Aeronautics.

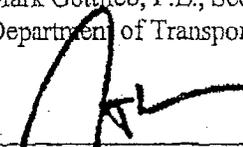
This Finding, issued by the Secretary, acting in accordance with Wis. Stat. §114.33(3) (1987).

(SEAL)



Mark Gottlieb, P.E., Secretary
Department of Transportation

DATE: 9/24/13



Scott Walker
Governor of Wisconsin

wah
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Department of Transportation
Division of Transportation Investment Management
Bureau of Aeronautics
Madison, Wisconsin

FINDING IN THE MATTER OF THE
DEVELOPMENT OF THE

Burlington Municipal Airport
Burlington, WI

City of Burlington, desiring to sponsor an airport development project with federal and/or state aid, and having filed its petition with the Wisconsin Department of Transportation Secretary (Secretary) as provided by Wis. Stat. §114.33(2) (1987), and having held a public hearing in the matter after notice duly given as provided by law; and

The Secretary, having considered the information in the petition and presented at the hearing, the facts pertinent to the proposed project of which he has knowledge, does hereby find and determine:

1. The airport whose development is proposed by the sponsor, is a portion of the system of airports laid out by the Department of Transportation as provided by Wis. Stat. §114.01 (1977), and that its development as such, is necessary.
2. The airport approved for such development is Burlington Municipal Airport, the location and approximate boundaries of which are shown on the attached sketch.
3. The airport be planned for ultimate development as a Medium General Aviation type airport in accordance with an approved Airport Layout Plan and/or Wisconsin Airport System Plan.
4. The sponsor, by agency agreement dated March 15, 2005, has designated the Secretary its agent in accordance with Wis. Stat. §114.32(5) (1971).
5. That the sponsor, by the agency agreement, has been notified of its obligations under the United States Department of Transportation, Federal Aviation Administration federal grant assurances and is subject to the conditions of a grant of state aid set forth in Wis. Admin. Code Trans §55.06 (1997).
6. That the character and extent of this project is deemed necessary to provide a safe, usable and useful airport facility is as follows:

Purchase snow removal equipment building and any necessary related work.

Approximate Estimate of Cost

Building	\$495,000
Administration/Appraisal	\$2,310
Total	\$497,310

Distribution of Cost

SBGP#	WORK ITEM (%)	FEDERAL	STATE	SPONSOR	TOTAL
479	(95/2.5/2.5)	\$ 124,500	\$ 3,276	\$ 3,277	\$ 131,053
49	(95/2.5/2.5)	\$ 25,500	\$ 671	\$ 671	\$ 26,842
51	(95/2.5/2.5)	\$ 150,000	\$ 3,947	\$ 3,948	\$ 157,895
54	(90/5/5)	\$ 31,500	\$ 1,750	\$ 1,750	\$ 35,000
	(100% sponsor)	\$ -	\$ -	\$ 146,520	\$ 146,520
	TOTAL	\$ 331,500	\$ 9,644	\$ 156,166	\$ 497,310

7. That the project shall be accomplished with federal and/or state and sponsor funds as previously indicated.

The sponsor, in accordance with Wis. Stat. §114.33(3) (1987), and this Finding (Order) shall take action at its next meeting toward providing the sponsor's share of the cost and promptly notify the Bureau of Aeronautics.

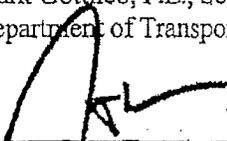
This Finding is issued by the Secretary, acting in accordance with Wis. Stat. §114.33(3) (1987).

(SEAL)



Mark Gottlieb, P.E., Secretary
Department of Transportation

DATE: 9/24/13



Scott Walker
Governor of Wisconsin

wah
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CITY OF BURLINGTON

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

Committee of the Whole Agenda Item: 11	Date: May 6, 2014
Submitted By: Kevin M. Lahner, City Administrator	Subject: Motion 14-769 to approve an airport hangar lease with the Burlington Air Center, Inc. at the Burlington Municipal Airport.

Details:

As part of a sale agreement between the Burlington Development Group and the City of Burlington for a hangar building at 707 Airport Drive, staff recommends that the City enter into a five-year Airport Hangar Lease agreement with Burlington Air Center (BAC) in the amount of \$3,942 per month or \$47,304 per year. Burlington Air Center currently occupies the hangar portion of the building and operates an aircraft mechanic shop in this portion of the facility.

Options & Alternatives:

The alternative would be to not approve this lease and request a different tenant.

Financial Remarks:

A monthly payment of \$3,942 will be paid to the City by the first of each month. The lease revenue will provide positive additional cash flow to the Airport Fund within nine months of the City's purchase of the hangar.

Executive Action:

This item is for discussion at the May 6, 2014 Committee of the Whole meeting and is placed on the Common Council meeting for consideration the same night.

BURLINGTON AIRPORT UNIT 703 HANGAR LEASE

This lease ("Lease" and/or "Lease Agreement") is made and entered into this _____ day of _____, 2014, by and between:

- a) The CITY OF BURLINGTON, WISCONSIN, being a Wisconsin municipal corporation with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the "Lessor"); and
- b) The BURLINGTON AIR CENTER, INC., being a Wisconsin corporation with offices located at 6171 South 35th Street, Greenfield, Wisconsin 53221, with Jacob T. Remington being its current President (hereinafter referred to as the "Lessee").

Introduction

Lessor is the record-title owner of the real estate located at 703 Airport Road, Burlington, Wisconsin (the "Real Estate"), and is the owner of an airplane hangar building (the "Building"), identified as Unit 703, that is located on the Real Estate. The Building is considered personal property, while the Real Estate on which the Building is located is real property. Attached hereto as Exhibit A is a diagram and further description of the Real Estate and the Building.

The Real Estate and Building are a part of the complex of airplane hangars and related buildings that comprise the Burlington Airport (the "Burlington Airport") that is owned and operated by the Lessor, with the Burlington Airport having the general address of 703 Airport Road, Burlington, Wisconsin.

Under the terms of this Lease, the Lessor is leasing to Lessee, and the Lessee is leasing from the Lessor, the Building described in Exhibit A, but not the Real Estate on which the Building is located. This Lease is accordingly a lease of personal property and not real property. This lease arrangement is in keeping with the other airport hangar leases in existence for the Burlington Airport. The Building being so leased is hereinafter referred to as the "Premises" and/or the "Building".

Agreement

1. "Introduction" is Correct. The foregoing "Introduction" is true and correct, and is hereby incorporated herein by reference, including the attached Exhibit A.

2. Lease. The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the Premises.

3. Term. The term of this Lease shall be for Five (5) Years ("Lease Term"), commencing on the date of _____ (TBD) _____, 2014 ("Commencement Date"), and ending on the date of _____ (TBD) _____, 2019 ("Expiration Date").

4. Possession of Premises. Lessee accepts the Premises in their existing condition.

5. Base Rent. Lessee shall pay to Lessor as base rent for the Premises monthly rental as follows: Three Thousand Nine Hundred Forty-two Dollars (\$3,942.00) per month, payable on or before the first day of the month for such month. A prorated rent payment shall be made for any partial month.

A. Place of Payment. All payments of rent shall be made to Lessor in care of:

City Administrator
City of Burlington
300 North Pine Street
Burlington, WI 53105

or at such other place as Lessor may designate in writing.

B. Interest/Late Payment Charge. Lessee acknowledges that late payment by Lessee to Lessor of rent or other sums due under this Lease Agreement will cause Lessor to incur costs not contemplated by this Lease Agreement, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed on Lessor by the terms of any mortgage covering the Leased Premises. In the event Lessee should fail to pay any installment of rent or any other sum due under this Lease Agreement within five (5) days after such sum is due, Lessee shall pay to Lessor, as additional rent, a late charge equal to 5 percent of each installment or sum. Waiver of the 5 percent late charge with respect to any installment or sum shall not be deemed to constitute a waiver with respect to any subsequent installment or sum so due. In the event any amount so due is delinquent for a period in excess of thirty (30) days, an additional late charge at the rate of 18 percent per annum on the amount so overdue shall be paid to Lessor for the period of delinquency in excess of thirty (30) days.

6. Use. The premises shall be used and occupied only to conduct an aircraft repair and maintenance business, including use of the hangar for the repair, maintenance and storage of aircraft, and for no other purpose without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessee shall have sole responsibility for its compliance with zoning ordinances and regulations, and Lessee's inability so to comply shall not be cause for Lessee to terminate this Lease.

7. Utilities. Lessee shall pay all charges for utilities which are metered exclusively to the Premises.

8. Repairs, Maintenance, Alterations, Improvements and Fixtures.

A. Maintenance by Lessor. Lessor shall keep and maintain the foundations, roof and structural portions of the walls of the Building in good condition and repair, except for repairs thereto as may be required by reason of the acts of Lessee, its employees, agents, invitees, licenses and contractors. Lessor shall keep and maintain in good condition and repair all portions of the Building not leased and demised to tenants thereof.

B. Maintenance by Tenant. Lessee shall at all times keep and maintain the Premises and all partitions, doors, glass, floor coverings, fixtures, equipment and appurtenances including, but not limited to the heating, ventilating and air conditioning systems installed by Lessor which provide service exclusively to the Premises, whether installed or owned by Lessor or Lessee in good order, condition and repair (to the extent not covered by warranty) and shall do such periodic painting, decorating and cleaning of the Premises as may be reasonably necessary to keep the Premises in a good, clean, neat, and sanitary condition.

C. Alterations and Improvements. Lessee shall not make, nor permit to be made, alterations or improvements to the Premises, unless Lessee obtains the written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor permits Lessee to make any alterations or improvements, Lessee shall make the same with requirements the Lessor considers necessary or desirable. Lessee shall promptly repair any damage to the Premises caused by any such alterations or improvements. Any alterations or improvements to the Premises, except movable office furniture and equipment and trade fixtures, shall become personal property owned by Lessor and shall not be removed by Lessee.

D. Notice of Defects. Lessee shall immediately give Lessor written notice of defect or need for repairs, after which Lessor shall have reasonable opportunity to repair same or cure such defect. Lessor liability with respect to any defects, repairs, or maintenance for which Lessor is responsible under any of the provisions of this Lease shall be limited to the costs of such repairs or maintenance or the curing of such defect.

9. Signage. Lessee may, at its sole cost and expense, install such exterior Building signage as is approved in advance by Lessor, which approval shall not be unreasonably withheld. Installation of all door and window signage shall be subject to Lessor's advance, written approval. Lessor approves the Lessee's right to install inside window signage advertising promotions for its business for a continuous period of not more than one hundred twenty (120) days.

10. Lessor's Insurance. Lessor shall carry insurance covering the Premises as Lessor reasonably determines from time to time. Coverages and amounts shall be reasonably

determined by Lessor. At all times, Lessor will carry and maintain all risk property coverage covering the Premises, its equipment and parking areas in an amount not less than the full insurable value in an amount sufficient to cover repair or replacement of the damaged property without deduction for depreciation.

11. Lessee's Insurance; Indemnity.

A. Liability Insurance-Lessee. Lessee shall procure and maintain during the term of this Lease at its expense, comprehensive general public liability insurance naming Lessor as an additional insured, covering the Premises (and the Real Estate upon which the Premises are located) and the insureds against loss for bodily injury (including death) and property damage. The coverage under such insurance to be not less than \$1 million for any person injured and \$1 million for any one accident and \$1 Million for property damage or such other coverage as the parties may agree in writing from time to time. Lessee shall also carry during the term of this Lease, fire insurance with extended coverage, vandalism and malicious mischief and theft and the mysterious disappearance endorsements covering the contents of the Premises and all alterations, additions and leasehold improvements made by Lessee in the amount of their full replacement value. Such policies shall cover both Lessor and Lessee, as their interest may appear. Before taking possession of the Premises, Lessee shall present to Lessor a certificate of insurance from the insurance companies showing such coverage, which certificates shall contain a statement that Lessor shall receive from said companies a ten (10) day notice prior to any change or cancellation of the policies or coverage thereunder.

B. Lessee's Indemnity. Lessee shall indemnify and hold harmless Lessor from and against all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work, or things done, permitted or suffered by Lessee in or about the Premises and shall further indemnify and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any intentional tort or negligence of the Lessee, or any of Lessee's officers, directors, shareholders, employees, agents, or contractors, and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel satisfactory to Lessor.

C. Exemption of Lessor from Liability. Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's officers, directors, shareholders, employees, agents, or contractors whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from breakage, leakage, obstruction, or defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or

from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessee shall not be liable for any damages arising from any act or neglect of any other Lessee, if any, of the Building.

D. Lessor's Liability. Except as otherwise provided for under the provisions of subparagraphs B and C above, Lessor shall indemnify and hold harmless Lessee and shall be liable for injury and damages arising from any acts or omissions of Lessor or any of Lessor's agents, contractors, or employees on or about the Premises.

E. Waiver of Subrogation. Lessor and Lessee hereby release each other and each other's employees, agents, customers and invitees from any and all liability for any loss, damage, or injury to person (including death) or property occurring in, on or to the Premises, improvements to the Building, or personal property within the Building, by reason of fire, premises liability, and/or other casualty which are covered by applicable standard fire and extended coverage, premises liability, and/or other insurance policies. Because the provisions of this paragraph will preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurance company or any other persons, each party to this Lease shall give to each insurance company which has issued to it policies of insurance notice of the terms of the mutual releases contained in this paragraph, and have such insurance policy properly endorse, if necessary, to prevent the invalidation of insurance coverages by reason of the mutual releases contained in this paragraph.

12. Access to Premises.

A. Right to Enter. Upon reasonable advance notice to Lessee, Lessor, its agents and any mortgagee of the Premises shall have the right to enter any part of the Premises at all reasonable times for the purposes of examining the same, showing the same to prospective purchasers, mortgagees, or lessees and for making such repairs, alterations, or improvements to the Premises as Lessor may deem necessary or desirable. Lessor shall incur no liability to Lessee for such entry, nor shall entry constitute an eviction or termination of this Lease, nor entitle Lessee to any abatement of rent therefor.

B. Notice of Intent to Vacate and Joint Inspection before Termination Date. Lessee shall give written notice to Lessor at least One Hundred Eighty (180) Days prior to vacating the Premises at the end of the Lease Term and shall arrange to meet with Lessor for a joint inspection of the Premises prior to vacating. In the event of Lessee's failure to give such notice or arrange such joint inspection, Lessor's inspection at or after Lessee's vacating the Premises shall be conclusively deemed correct for purposes of determining Lessee's responsibility for repairs and restoration.

13. Personal Property and other Taxes. Lessee shall pay before delinquent all taxes, assessments, fees, or charges ("taxes"), including any sales, gross income, rental, business occupation or other taxes, imposed upon Lessee's business operation in the Premises and any taxes imposed upon Lessee's trade fixtures, leasehold improvements, or personal property located within the Premises. In the event any taxes are charged to the Lessor, Lessee shall reimburse Lessor for the same as additional rent. Lessee shall have the right to contest in good faith any such tax and to defer payment, if required, until after Lessee's liability therefore is finally determined. Additionally, inasmuch as the Premises (or Building) are personal property, Lessee shall timely pay all personal property taxes levied against the said Premises/Building.

14. Assignment and Subletting. Lessee may not transfer its interest in this Lease or sublet the premises or any part thereof without the written consent of Lessor. In the event of assignment or subletting, Lessee shall remain fully responsible for the observance of all of the Lessee's obligations under this Lease. Upon the event of default, if any part of the premises are then assigned or sublet, Lessor, in addition to any other remedies provided by this Lease or by law, may, at its option, collect directly from the assignee or sublessee all rent becoming due to Lessor by reason of the assignment or subletting, and Lessor shall have a security interest in all property on the Premises to secure payment of such sums. Any collection by Lessor from the assignee or sublessee shall not be construed to constitute a novation or release of Lessee from the further performance of its obligations under this Lease.

15. Bankruptcy or Insolvency of Lessee. In the event of the bankruptcy or insolvency of Lessee, if the trustee or debtor in possession fails to assume this Lease within sixty (60) days after his appointment, this Lease will be deemed to have been rejected and Lessor shall then immediately be entitled to possession of the Premises without further obligation to the Lessee, debtor in possession, or the trustee, and this Lease shall be terminated. Lessor's right to be compensated for damages in the bankruptcy proceeding, however, shall survive such termination.

16. Events of Default. The following events shall be events of default under this Lease.

A. The Lessee shall fail to pay any installment of rent when due, or any other payment or reimbursement to Lessor when due, and such failure shall continue for a period of five (5) days from the date such payment was due.

B. The Lessee shall generally not pay its debts as they become due or shall make a general assignment for the benefit of creditors, or Lessee shall fail to discharge any lien placed upon the premises within twenty (20) days after any such lien or encumbrance is filed against the Premises.

C. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.

D. Lessee shall vacate, abandon, or fail to occupy for a consecutive period of thirty (30) days all or a substantial portion of the Premises, or fail to continuously operate its business in the premises whether or not Lessee is in default of the rental payments due under this Lease.

E. Lessee shall fail to comply with any other term, provision, or covenant of this Lease and shall not cure such failure within ten (10) days after notice.

17. Remedies of Lessor.

A. Upon the occurrence of any event of default, Lessor shall have the option to pursue any of the following remedies:

(1) Lessor may terminate this Lease as of the date of such default, in which event:

(a) Lessee shall immediately thereafter surrender the Premises to Lessor;

(b) Lessor may re-enter the Premises and dispossess any occupants of the Premises; and may remove their effects; and

(c) Notwithstanding the termination of this Lease, Lessor may either declare all rent due under this Lease for the balance of the term immediately due and payable, and Lessee shall pay the same to Lessor, together with all loss which Lessor may sustain from termination and re-entry, or relet any part of the Premises for reasonable rent and on reasonable terms, whereupon Lessee shall be obligated to pay Lessor as liquidated damages the difference between the rent provided for herein and that provided for in any Lease covering reletting, for the period which would otherwise have constituted the balance of this Lease, together with all costs and expenses for preparing the Premises for reletting. Actions to collect amounts due to Lessor may be brought without the necessity of waiting until expiration of the Lease. The Lessee will reimburse the Lessor for the costs of removing and storing Lessee's or other occupant's property and hold Lessor harmless for any damage therefrom.

(2) Lessor may sue for injunctive relief or to recover damages for any loss resulting from the breach.

(3) Lessor may alter all locks and other security devices at the Premises with or without terminating this Lease.

B. In the event Lessee's check, given to Lessor in payment, is returned by the bank for nonpayment, Lessee agrees to pay an administrative fee to the Lessor of \$50.00.

C. Exercise by Lessor of any remedies available shall not be deemed to be an acceptance of surrender of the Premises by Lessee. Surrender can be effected only by the written agreement of Lessor and Lessee.

D. If Lessee defaults or breaches, Lessee shall pay any lease fees incurred by Lessor in connection with reletting any part of the Premises; and the costs of repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new Lessee or Lessees.

E. If Lessee should fail to make any payment or cure any default hereunder within the time permitted, Lessor, without being under any obligations to do so and without waiving such default, may make payment and/or remedy such other default for the account of Lessee (and enter the Premises for such purposes), and thereupon Lessee shall be obligated and hereby agrees to pay Lessor, upon demand, all costs, expenses and disbursements incurred by Lessor in taking such remedial action.

F. In the event Lessee defaults in performance or observance of any of the terms, conditions, covenants, or obligations contained in this Lease and Lessor places the enforcement of all or any part of this Lease, the collection of any rent due or to become due or the recovery of possession of the Premises, in the hands of an attorney or collection agency, Lessee agrees to reimburse Lessor for the actual reasonable attorney or collection agent fees incurred, whether or not suit is actually filed. Such attorney fees shall include, but not be limited to, the actual reasonable attorney fees of the City Attorney for the City of Burlington (Lessor).

G. Lessor shall also have the right to remove from the Premises any portion of the furniture, fixtures, equipment and other property located thereon and to place same in storage within the county in which the Premises is located; and in such event, Lessee shall be liable to Lessor for costs incurred by Lessor in connection with such removal and storage.

H. The rights of Lessor herein stated shall be in addition to any and all other rights which Lessor has or may hereafter have at law or in equity; and Lessee stipulates and agrees that the rights herein granted Lessor are commercially reasonable.

18. Remedies of Lessee.

A. Default by Lessor and Remedies of Lessee. It shall be a default and breach of this Lease by Lessor if it shall fail to perform or observe any term, condition, covenant, or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after notice thereof from Lessee; if the term, condition, covenant, or obligation to be performed by Lessor is of such nature that the same cannot be reasonably performed within such thirty (30) day period, such default shall be deemed to have been cured if Lessor commences such performance within said thirty (30) day period and

diligently undertakes to complete it. Upon the occurrence of any such default, Lessee may sue to recover damages for any loss resulting from the breach, but Lessee shall not be entitled to terminate this Lease or withhold or abate any rent due hereunder.

B. Lessee's Rights against Lessor. All obligations of Lessor will be construed as covenants, not conditions, and all such obligations will be binding upon Lessor only during the period of its possession of the Premises and not after. "Lessor" shall mean only the owner, for the time being of the Building, and in the event of the transfer by such owner of its interest in the Building, such owner shall be discharged from all obligations of the Lessor thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Lessor shall not have any personal liability hereunder. In the event of any breach or default by Lessor in any term or provision of this Lease, Lessee agrees to look solely to the equity or interest then owned by Lessor in the Building; however, in no event, shall any deficiency judgment or any money judgment of any kind be sought or obtained against any party Lessor.

19. Nonwaiver of Defaults. The failure to enforce or exercise any of the provisions of this Lease shall not be construed to be a waiver nor affect the validity of any part of this Lease. No waiver of any default and breach of this Lease shall be held to be a waiver of any other default or breach.

20. Subordination of Leased Premises to Mortgages. This Lease, at the election of Lessor and for its mortgagees, shall be subject and subordinate at all times to the lien of any mortgages in any amount or amounts whatsoever now or hereafter placed on or against the land and buildings or either thereof, of which the Premises is a part. Lessee agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of any such mortgages as may be required by Lessor.

21. Construction Lien.

A. Lessee shall have no authority to create or place any lien or encumbrance upon, or in any manner to bind, the interest of Lessor or Lessee in the Premises or other Lessor property or to charge the rentals payable for any claim in favor of any person dealing with Lessee, including those who may furnish materials or perform labor for any construction or repairs. Lessee covenants that it will cause to be paid all sums due and payable by it for any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be asserted against its interest in the Premises or improvements.

B. If, because of any act or omission of Lessee or anyone claiming by, through, or under Lessee, any construction lien or other lien shall be filed against the Premises, Lessee shall, at its own expense, cause the same to be discharged of record within thirty (30) days after the date of filing and shall also defend and indemnify Lessor and hold it

harmless from any and all claims, losses, damages, judgments, settlements, costs and expenses, including attorney fees resulting or by reason of such lien.

22. Miscellaneous.

A. Captions and Gender. Words of any gender used in this Lease include any gender and words in the singular include plural, unless the context otherwise requires. Captions inserted in this Lease are for convenience and in no way affect the interpretation of this Lease.

B. Binding Effect. The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.

C. Payments Deemed Rent. Any amounts of money to be paid by Lessee to Lessor pursuant to this Lease, whether or not such payments are denominated "rent" and whether or not they are to be periodic or recurring, shall be deemed rent for purposes of this Lease; and any failure to pay any of the same shall entitle Lessor to exercise all of the rights and remedies afforded hereby or by law for the collection and enforcement of Lessee's obligation to pay rent. Lessee's obligation to pay any such rent pursuant to this Lease shall survive the expiration or other termination of this Lease and the surrender of possession of the Premises after any holdover period.

D. Severability. If any clause or provision of this Lease is unenforceable under laws affected during this Lease, then parties agree that the remainder of this Lease shall not be affected, and that for each provision that is unenforceable, there be added a provision as similar to such unenforceable provision as may be possible and enforceable.

E. Entire Agreement. This Lease, including all exhibits, riders and addenda, constitutes the entire agreement between the parties and may not be modified except by an instrument in writing executed by the parties.

F. Estoppel Letters. Lessee shall, within ten (10) days following written request from Lessor, deliver to Lessor a written statement certifying: (1) that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification); (2) the date to which rent has been paid; and (3) that there are no uncured defaults (or specifying such defaults if any are claimed). Failure to deliver such statement within such period shall be conclusive upon Lessee that this Lease is in full force and effect and unmodified, and that there are no uncured defaults in Lessor's performance.

G. Destruction. If all or part of the Premises are destroyed or damaged, Lessor shall, unless it terminates the Lease, diligently proceed to restore the Premises to the condition which existed immediately before the damage, however, Lessor's obligation is limited to work and property originally furnished by Lessor. If the Building is destroyed or damaged so as to require an expenditure in excess of one-third of its replacement costs immediately before the loss to restore it, and Lessor decides not to restore it, Lessor may terminate this Lease effective as of the date of the destruction or damage by giving written notice to Lessee within sixty (60) days after the destruction or damage.

H. Laws Governing. This Lease and the performance hereunder shall be governed, controlled, interpreted, and construed by and under the laws of the State of Wisconsin. Venue for any legal action arising under and/or pertaining to this Lease shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

I. Memorandum. Lessee will not record this Lease or a memorandum hereof without the written consent of Lessor.

23. Notices. Any notice, demand, or request required or permitted under this Lease or by law shall be deemed given, written and delivered in person or mailed by registered or certified mail; postage prepaid, to the party who is to receive such notice, demand or request at the address below or at such address as Lessor or Lessee may specify by written notice. When mailed, such notice, demand, or request shall be deemed to have been given as of the date it was mailed.

Lessor:

City Administrator
CITY OF BURLINGTON
300 Pine Street
Burlington, WI 53105

Lessee:

BURLINGTON AIR CENTER, INC.
Attn: Jacob T. Remington, President
6171 S. 35th Street
Greenfield, Wisconsin 53221

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed effective on the date first written above.

LESSEE:
BURLINGTON AIR CENTER, INC.

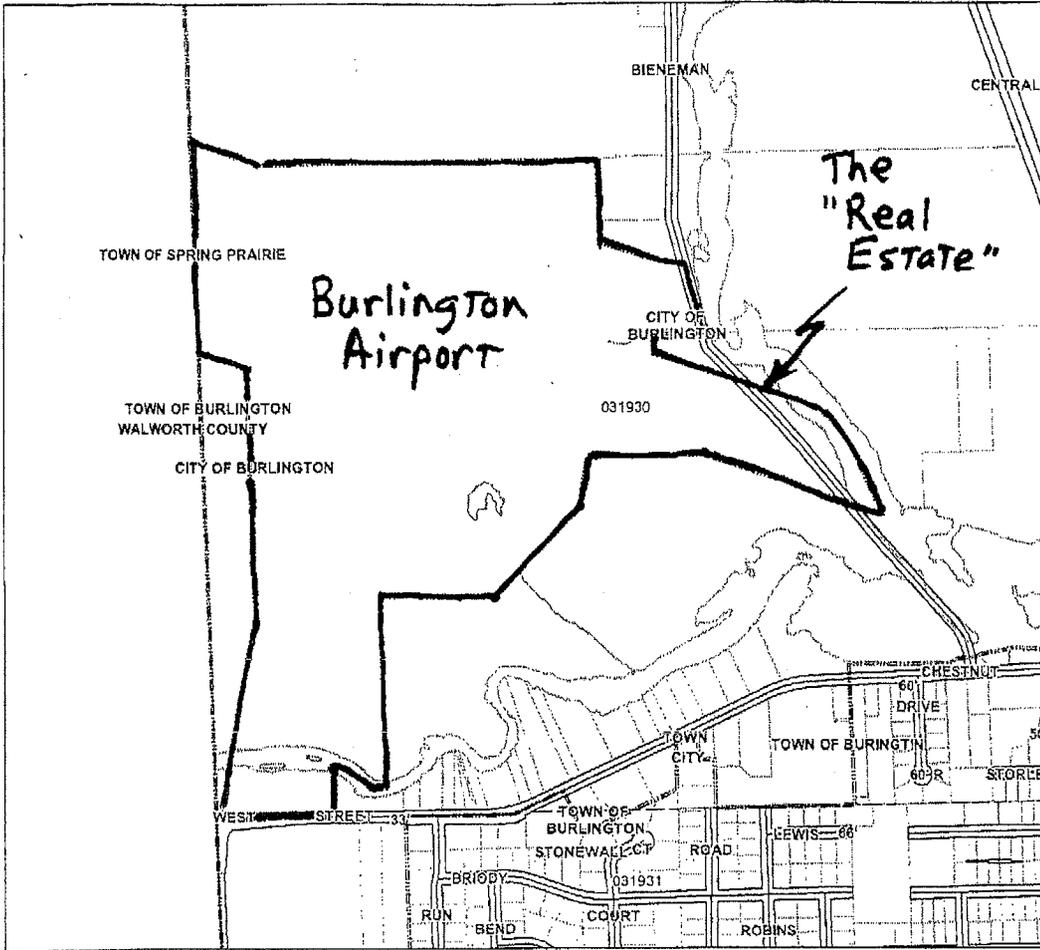
LESSOR:
CITY OF BURLINGTON, WISCONSIN

By: _____
Jacob T. Remington, President

By: _____
Robert Miller, Mayor

Attest: _____
Diahnn Halbach, City Clerk

Racine County
CORAGIS
Project

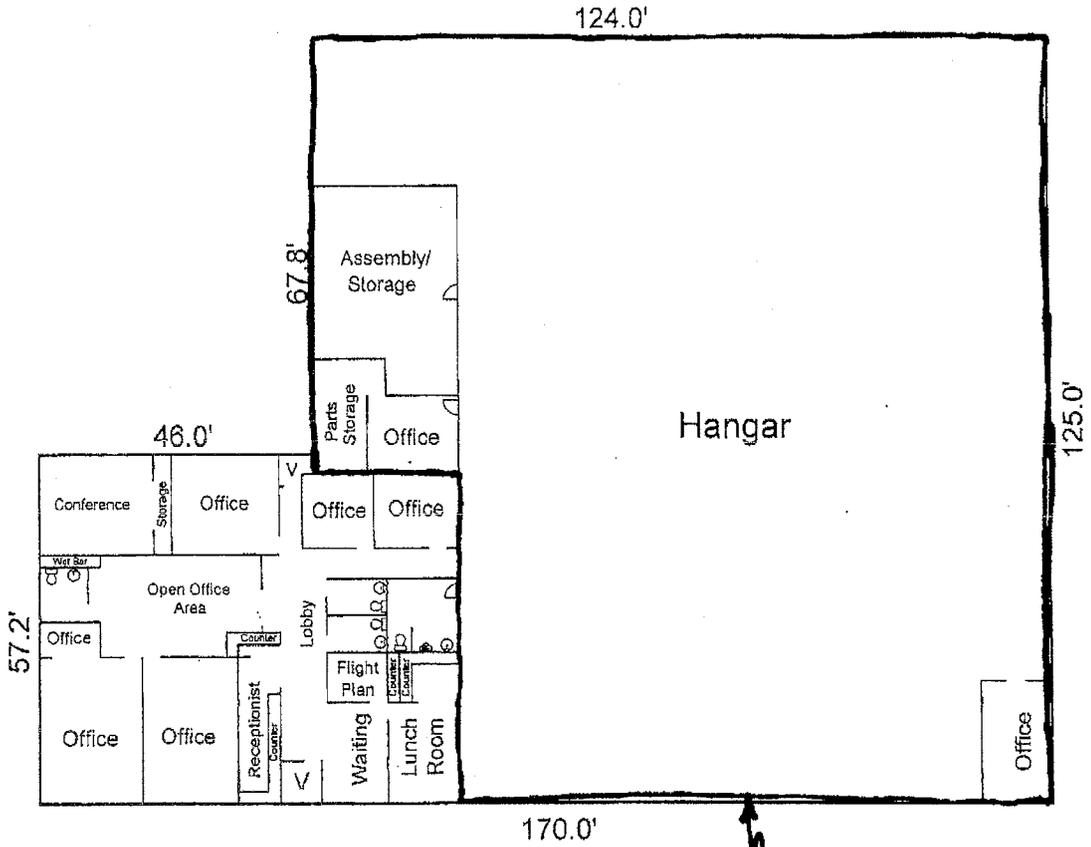


1 inch = 750 feet

Printed 4/30/2014

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703 Airport Road



V = Vestibule

The
"Building"



CITY OF BURLINGTON

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

Committee of the Whole Agenda Item: 12

Date: May 6, 2014

Submitted By: Kevin M. Lahner, City Administrator

Subject: Motion 14-770 to approve an airport hangar lease with the Meisner Aircraft, Inc. at the Burlington Municipal Airport.

Details:

As part of a sale agreement between the Burlington Development Group and the City of Burlington for two buildings at 703 Airport Drive (the current terminal building, office and storage for Meisner Aircraft), staff recommends that the City enter into a five-year Airport Hangar Lease agreement with Meisner Aircraft in the amount of \$1,800 per month or \$21,600 per year. Gary Meisner, owner of Meisner Aircraft is the City's contracted Airport Manager.

Options & Alternatives:

The alternative would be to not approve this lease and request a different tenant.

Financial Remarks:

A monthly payment of \$1,800 will be paid to the City by the first of each month. The lease revenue will provide positive additional cash flow to the Airport Fund within nine months of the City's purchase of the hangar.

Executive Action:

This item is for discussion at the May 6, 2014 Committee of the Whole meeting and is placed on the Common Council meeting for consideration the same night.

BURLINGTON AIRPORT OFFICE LEASE

This lease ("Lease" and/or "Lease Agreement") is made and entered by and between:

- a) The CITY OF BURLINGTON, WISCONSIN, being a Wisconsin municipal corporation with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the "Lessor"); and
- b) MEISNER AIRCRAFT, INC., being a Wisconsin corporation, with offices located at 703 Airport Road, Burlington, Wisconsin 53105, with Gary B. Meisner being its current President (hereinafter referred to as the "Lessee").

Introduction

Lessor is the record-title owner of the real property (the "Real Property") that:

- a) Has a street address of 703 Airport Road, Burlington, Wisconsin 53105;
- b) Has tax parcel number 206031930100000;
- c) Is a tract of land that consists of airplane runways, airplane hangars, an office building, and is known as the "Burlington Airport";
- d) Is shown and depicted in the attached Exhibit A.

The portion of the Burlington Airport improved with an office building (the "Office") is shown and depicted on attached Exhibit B. Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, the Office (along with the non-exclusive use of the common areas related to the Office), all under the terms and provisions of this Lease. The Office, along with the non-exclusive use of the common areas related to the Office, are hereinafter collectively referred to as the "Premises" and/or the "Leased Premises".

Agreement

1. Introduction is Correct. The foregoing "Introduction" is true and correct, and is hereby incorporated herein by reference, including the attached Exhibits A and B.

2. Lease. Lessor hereby leases to the Lessee, and Lessee hereby leases from the Lessor, the Premises.

3. Term. The term of this Lease shall be for Five (5) Years ("Lease Term"), commencing on the date of _____ (TBD) _____, 2014 ("Commencement Date"), and ending on _____ (TBD) _____, 2019 ("Expiration Date").

4. Possession of Premises. Lessee accepts the Premises in their existing condition.

5. Base Rent. Lessee shall pay to Lessor as base rent for the Premises monthly rental as follows: One Thousand Eight Hundred Dollars (\$1,800.00) per month, payable on or before the first day of the month for such month.

A. Place of Payment. All payments of rent shall be made to Lessor in care of:

City Administrator
City of Burlington
300 North Pine Street
Burlington, WI 53105

or at such other place as Lessor may designate in writing.

B. Interest/Late Payment Charge. Lessee acknowledges that late payment by Lessee to Lessor of rent or other sums due under this Lease Agreement will cause Lessor to incur costs not contemplated by this Lease Agreement, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed on Lessor by the terms of any mortgage covering the Leased Premises. In the event Lessee should fail to pay any installment of rent or any other sum due under this Lease Agreement within five (5) days after such sum is due, Lessee shall pay to Lessor, as additional rent, a late charge equal to 5 percent of each installment or sum. Waiver of the 5 percent late charge with respect to any installment or sum shall not be deemed to constitute a waiver with respect to any subsequent installment or sum so due. In the event any amount so due is delinquent for a period in excess of thirty (30) days, an additional late charge at the rate of 18 percent per annum on the amount so overdue shall be paid to Lessor for the period of delinquency in excess of thirty (30) days.

6. Use. The premises shall be used and occupied only to conduct reasonable business, and for no other purpose without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessee shall have sole responsibility for its compliance with zoning ordinances and regulations, and Lessee's inability so to comply shall not be cause for Lessee to terminate this Lease.

7. Utilities. Lessor shall pay all charges for utilities serving the Premises.

8. Repairs, Maintenance, Alterations, Improvements and Fixtures.

A. Maintenance by Lessor. Lessor shall keep and maintain the foundations, roof and structural portions of the walls of the Building in good condition and repair, except for repairs thereto as may be required by reason of the acts of Lessee, its employees, agents, invitees, licenses and contractors. Lessor shall keep and maintain in good condition and repair all portions of the Building not leased and demised to tenants thereof.

B. Maintenance by Tenant. Lessee shall at all times keep and maintain the Premises and all partitions, doors, glass, floor coverings, fixtures, equipment and appurtenances including, but not limited to the heating, ventilating and air conditioning systems installed by Lessor which provide service exclusively to the Premises, whether installed or owned by Lessor or Lessee in good order, condition and repair (to the extent not covered by warranty) and shall do such periodic painting, decorating and cleaning of the Premises as may be reasonably necessary to keep the Premises (including the related common areas) in a good, clean, neat, and sanitary condition.

C. Alterations and Improvements. Lessee shall not make, nor permit to be made, alterations or improvements to the Premises, unless Lessee obtains the written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor permits Lessee to make any alterations or improvements, Lessee shall make the same with requirements the Lessor considers necessary or desirable. Lessee shall promptly repair any damage to the Premises caused by any such alterations or improvements. Any alterations or improvements to the Premises, except movable office furniture and equipment and trade fixtures, shall become a part of the realty and the property of Lessor and shall not be removed by Lessee.

D. Notice of Defects. Lessee shall immediately give Lessor written notice of defect or need for repairs, after which Lessor shall have reasonable opportunity to repair same or cure such defect. Lessor liability with respect to any defects, repairs, or maintenance for which Lessor is responsible under any of the provisions of this Lease shall be limited to the costs of such repairs or maintenance or the curing of such defect.

9. Signage. Lessee may, at its sole cost and expense, install such exterior Building signage as is approved in advance by Lessor, which approval shall not be unreasonably withheld. Installation of all door and window signage shall be subject to Lessor's advance, written approval. Lessor approves the Lessee's right to install inside window signage advertising promotions for its business for a continuous period of not more than one hundred twenty (120) days.

10. Lessor's Insurance. Lessor shall carry insurance covering the Premises as Lessor reasonably determines from time to time. Coverages and amounts shall be reasonably determined by Lessor, based on coverages carried by prudent owners of comparable properties in the vicinity. At all times, Lessor will carry and maintain all risk property coverage covering the Premises, its equipment and parking areas in an amount not less than the full insurable value in

an amount sufficient to cover repair or replacement of the damaged property without deduction for depreciation.

11. Lessee's Insurance; Indemnity.

A. Liability Insurance-Lessee. Lessee shall procure and maintain during the term of this Lease at its expense, comprehensive general public liability insurance naming Lessor as an additional insured, covering the Premises and the insureds against loss for bodily injury (including death) and property damage. The coverage under such insurance to be not less than \$1 million for any person injured and \$1 million for any one accident and \$50,000.00 for property damage or such other coverage as the parties may agree in writing from time to time. Lessee shall also carry during the term of this Lease, fire insurance with extended coverage, vandalism and malicious mischief and theft and the mysterious disappearance endorsements covering the contents of the Premises and all alterations, additions and leasehold improvements made by Lessee in the amount of their full replacement value. Such policies shall cover both Lessor and Lessee, as their interest may appear. Before taking possession of the Premises, Lessee shall present to Lessor a certificate of insurance from the insurance companies showing such coverage, which certificates shall contain a statement that Lessor shall receive from said companies a ten (10) day notice prior to any change or cancellation of the policies or coverage thereunder.

B. Lessee's Indemnity. Lessee shall indemnify and hold harmless Lessor from and against all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work, or things done, permitted or suffered by Lessee in or about the Premises and shall further indemnify and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any intentional tort or negligence of the Lessee, or any of Lessee's officers, directors, shareholders, employees, agents, or contractors, and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel satisfactory to Lessor.

C. Exemption of Lessor from Liability. Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's officers, directors, shareholders, employees, agents, or contractors whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from breakage, leakage, obstruction, or defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places regardless of whether the cause of such damage or injury

or the means of repairing the same is inaccessible to Lessee. Lessee shall not be liable for any damages arising from any act or neglect of any other Lessee, if any, of the Building.

D. Lessor's Liability. Except as otherwise provided for under the provisions of subparagraphs B and C above, Lessor shall indemnify and hold harmless Lessee and shall be liable for injury and damages arising from any acts or omissions of Lessor or any of Lessor's agents, contractors, or employees on or about the Premises.

E. Waiver of Subrogation. Lessor and Lessee hereby release each other and each other's employees, agents, customers and invitees from any and all liability for any loss, damage, or injury to person (including death) or property occurring in, on or to the Premises, improvements to the Building, or personal property within the Building, by reason of fire, premises liability, and/or other casualty which are covered by applicable standard fire and extended coverage, premises liability, and/or other insurance policies. Because the provisions of this paragraph will preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurance company or any other persons, each party to this Lease shall give to each insurance company which has issued to it policies of insurance notice of the terms of the mutual releases contained in this paragraph, and have such insurance policy properly endorse, if necessary, to prevent the invalidation of insurance coverages by reason of the mutual releases contained in this paragraph.

12. Access to Premises.

A. Right to Enter. Upon reasonable advance notice to Lessee, Lessor, its agents and any mortgagee of the Premises shall have the right to enter any part of the Premises at all reasonable times for the purposes of examining the same, showing the same to prospective purchasers, mortgagees, or lessees and for making such repairs, alterations, or improvements to the Premises as Lessor may deem necessary or desirable. Lessor shall incur no liability to Lessee for such entry, nor shall entry constitute an eviction or termination of this Lease, nor entitle Lessee to any abatement of rent therefor.

B. Notice of Intent to Vacate and Joint Inspection before Termination Date. Lessee shall give written notice to Lessor at least One Hundred Eighty (180) Days prior to vacating the Premises at the end of the Lease Term and shall arrange to meet with Lessor for a joint inspection of the Premises prior to vacating. In the event of Lessee's failure to give such notice or arrange such joint inspection, Lessor's inspection at or after Lessee's vacating the Premises shall be conclusively deemed correct for purposes of determining Lessee's responsibility for repairs and restoration.

13. Personal Property and other Taxes. Lessee shall pay before delinquent all taxes, assessments, fees, or charges ("taxes"), including any sales, gross income, rental, business occupation or other taxes, imposed upon Lessee's business operation in the Premises and any taxes imposed upon Lessee's trade fixtures, leasehold improvements, or personal property

located within the Premises. In the event any taxes are charged to the Lessor, Lessee shall reimburse Lessor for the same as additional rent. Lessee shall have the right to contest in good faith any such tax and to defer payment, if required, until after Lessee's liability therefore is finally determined.

14. Assignment and Subletting. Lessee may not transfer its interest in this Lease or sublet the premises or any part thereof without the written consent of Lessor. In the event of assignment or subletting, Lessee shall remain fully responsible for the observance of all of the Lessee's obligations under this Lease. Upon the event of default, if any part of the premises are then assigned or sublet, Lessor, in addition to any other remedies provided by this Lease or by law, may, at its option, collect directly from the assignee or sublessee all rent becoming due to Lessor by reason of the assignment or subletting, and Lessor shall have a security interest in all property on the Premises to secure payment of such sums. Any collection by Lessor from the assignee or sublessee shall not be construed to constitute a novation or release of Lessee from the further performance of its obligations under this Lease.

15. Bankruptcy or Insolvency of Lessee. In the event of the bankruptcy or insolvency of Lessee, if the trustee or debtor in possession fails to assume this Lease within sixty (60) days after his appointment, this Lease will be deemed to have been rejected and Lessor shall then immediately be entitled to possession of the Premises without further obligation to the Lessee, debtor in possession, or the trustee, and this Lease shall be terminated. Lessor's right to be compensated for damages in the bankruptcy proceeding, however, shall survive such termination.

16. Events of Default. The following events shall be events of default under this Lease.

A. The Lessee shall fail to pay any installment of rent when due, or any other payment or reimbursement to Lessor when due, and such failure shall continue for a period of five (5) days from the date such payment was due.

B. The Lessee shall generally not pay its debts as they become due or shall make a general assignment for the benefit of creditors, or Lessee shall fail to discharge any lien placed upon the premises within twenty (20) days after any such lien or encumbrance is filed against the Premises.

C. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.

D. Lessee shall vacate, abandon, or fail to occupy for a consecutive period of thirty (30) days all or a substantial portion of the Premises, or fail to continuously operate its business in the premises whether or not Lessee is in default of the rental payments due under this Lease.

E. Lessee shall fail to comply with any other term, provision, or covenant of this Lease and shall not cure such failure within ten (10) days after notice.

17. Remedies of Lessor.

A. Upon the occurrence of any event of default, Lessor shall have the option to pursue any of the following remedies:

(1) Lessor may terminate this Lease as of the date of such default, in which event:

(a) Lessee shall immediately thereafter surrender the Premises to Lessor;

(b) Lessor may re-enter the Premises and dispossess any occupants of the Premises; and may remove their effects; and

(c) Notwithstanding the termination of this Lease, Lessor may either declare all rent due under this Lease for the balance of the term immediately due and payable, and Lessee shall pay the same to Lessor, together with all loss which Lessor may sustain from termination and re-entry, or relet any part of the Premises for reasonable rent and on reasonable terms, whereupon Lessee shall be obligated to pay Lessor as liquidated damages the difference between the rent provided for herein and that provided for in any Lease covering reletting, for the period which would otherwise have constituted the balance of this Lease, together with all costs and expenses for preparing the Premises for reletting. Actions to collect amounts due to Lessor may be brought without the necessity of waiting until expiration of the Lease. The Lessee will reimburse the Lessor for the costs of removing and storing Lessee's or other occupant's property and hold Lessor harmless for any damage therefrom.

(2) Lessor may sue for injunctive relief or to recover damages for any loss resulting from the breach.

(3) Lessor may alter all locks and other security devices at the Premises with or without terminating this Lease.

B. In the event Lessee's check, given to Lessor in payment, is returned by the bank for nonpayment, Lessee agrees to pay an administrative fee to the Lessor of \$50.00.

C. Exercise by Lessor of any remedies available shall not be deemed to be an acceptance of surrender of the Premises by Lessee. Surrender can be effected only by the written agreement of Lessor and Lessee.

D. If Lessee defaults or breaches, Lessee shall pay any lease fees incurred by Lessor in connection with reletting any part of the Premises; and the costs of repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new Lessee or Lessees.

E. If Lessee should fail to make any payment or cure any default hereunder within the time permitted, Lessor, without being under any obligations to do so and without waiving such default, may make payment and/or remedy such other default for the account of Lessee (and enter the Premises for such purposes), and thereupon Lessee shall be obligated and hereby agrees to pay Lessor, upon demand, all costs, expenses and disbursements incurred by Lessor in taking such remedial action.

F. In the event Lessee defaults in performance or observance of any of the terms, conditions, covenants, or obligations contained in this Lease and Lessor places the enforcement of all or any part of this Lease, the collection of any rent due or to become due or the recovery of possession of the Premises, in the hands of an attorney or collection agency, Lessee agrees to reimburse Lessor for the actual reasonable attorney or collection agent fees incurred, whether or not suit is actually filed. Such attorney fees shall include, but not be limited to, the actual reasonable attorney fees of the City Attorney for the City of Burlington (Lessor).

G. Lessor shall also have the right to remove from the Premises any portion of the furniture, fixtures, equipment and other property located thereon and to place same in storage within the county in which the Premises is located; and in such event, Lessee shall be liable to Lessor for costs incurred by Lessor in connection with such removal and storage.

H. The rights of Lessor herein stated shall be in addition to any and all other rights which Lessor has or may hereafter have at law or in equity; and Lessee stipulates and agrees that the rights herein granted Lessor are commercially reasonable.

18. Remedies of Lessee.

A. Default by Lessor and Remedies of Lessee. It shall be a default and breach of this Lease by Lessor if it shall fail to perform or observe any term, condition, covenant, or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after notice thereof from Lessee; if the term, condition, covenant, or obligation to be performed by Lessor is of such nature that the same cannot be reasonably performed within such thirty (30) day period, such default shall be deemed to have been cured if Lessor commences such performance within said thirty (30) day period and diligently undertakes to complete it. Upon the occurrence of any such default, Lessee may sue to recover damages for any loss resulting from the breach, but Lessee shall not be entitled to terminate this Lease or withhold or abate any rent due hereunder.

B. Lessee's Rights against Lessor. All obligations of Lessor will be construed as covenants, not conditions, and all such obligations will be binding upon Lessor only during the period of its possession of the Premises and not after. "Lessor" shall mean only the owner, for the time being of the Building, and in the event of the transfer by such owner of its interest in the Building, such owner shall be discharged from all obligations of the Lessor thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Lessor shall not have any personal liability hereunder. In the event of any breach or default by Lessor in any term or provision of this Lease, Lessee agrees to look solely to the equity or interest then owned by Lessor in the Building; however, in no event, shall any deficiency judgment or any money judgment of any kind be sought or obtained against any party Lessor.

19. Nonwaiver of Defaults. The failure to enforce or exercise any of the provisions of this Lease shall not be construed to be a waiver nor affect the validity of any part of this Lease. No waiver of any default and breach of this Lease shall be held to be a waiver of any other default or breach.

20. Subordination of Leased Premises to Mortgages. This Lease, at the election of Lessor and for its mortgagees, shall be subject and subordinate at all times to the lien of any mortgages in any amount or amounts whatsoever now or hereafter placed on or against the land and buildings or either thereof, of which the Premises is a part. Lessee agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of any such mortgages as may be required by Lessor.

21. Construction Lien.

A. Lessee shall have no authority to create or place any lien or encumbrance upon, or in any manner to bind, the interest of Lessor or Lessee in the Premises or other Lessor property or to charge the rentals payable for any claim in favor of any person dealing with Lessee, including those who may furnish materials or perform labor for any construction or repairs. Lessee covenants that it will cause to be paid all sums due and payable by it for any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be asserted against its interest in the Premises or improvements.

B. If, because of any act or omission of Lessee or anyone claiming by, through, or under Lessee, any construction lien or other lien shall be filed against the Premises, Lessee shall, at its own expense, cause the same to be discharged of record within thirty (30) days after the date of filing and shall also defend and indemnify Lessor and hold it harmless from any and all claims, losses, damages, judgments, settlements, costs and expenses, including attorney fees resulting or by reason of such lien.

22. Miscellaneous.

A. Captions and Gender. Words of any gender used in this Lease include any gender and words in the singular include plural, unless the context otherwise requires. Captions inserted in this Lease are for convenience and in no way affect the interpretation of this Lease.

B. Binding Effect. The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided. Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.

C. Payments Deemed Rent. Any amounts of money to be paid by Lessee to Lessor pursuant to this Lease, whether or not such payments are denominated "rent" and whether or not they are to be periodic or recurring, shall be deemed rent for purposes of this Lease; and any failure to pay any of the same shall entitle Lessor to exercise all of the rights and remedies afforded hereby or by law for the collection and enforcement of Lessee's obligation to pay rent. Lessee's obligation to pay any such rent pursuant to this Lease shall survive the expiration or other termination of this Lease and the surrender of possession of the Premises after any holdover period.

D. Severability. If any clause or provision of this Lease is unenforceable under laws affected during this Lease, then parties agree that the remainder of this Lease shall not be affected, and that for each provision that is unenforceable, there be added a provision as similar to such unenforceable provision as may be possible and enforceable.

E. Entire Agreement. This Lease, including all exhibits, riders and addenda, constitutes the entire agreement between the parties and may not be modified except by an instrument in writing executed by the parties.

F. Estoppel Letters. Lessee shall, within ten (10) days following written request from Lessor, deliver to Lessor a written statement certifying: (1) that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification); (2) the date to which rent has been paid; and (3) that there are no uncured defaults (or specifying such defaults if any are claimed). Failure to deliver such statement within such period shall be conclusive upon Lessee that this Lease is in full force and effect and unmodified, and that there are no uncured defaults in Lessor's performance.

G. Destruction. If all or part of the Premises are destroyed or damaged, Lessor shall, unless it terminates the Lease, diligently proceed to restore the Premises to the condition which existed immediately before the damage, however, Lessor's obligation is limited to work and property originally furnished by Lessor. If the Building is destroyed or

damaged so as to require an expenditure in excess of one-third of its replacement costs immediately before the loss to restore it, and Lessor decides not to restore it, Lessor may terminate this Lease effective as of the date of the destruction or damage by giving written notice to Lessee within sixty (60) days after the destruction or damage.

H. Laws Governing. This Lease and the performance hereunder shall be governed, controlled, interpreted, and construed by and under the laws of the State of Wisconsin. Venue for any legal action arising under and/or pertaining to this Lease shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

I. Memorandum. Lessee will not record this Lease or a memorandum hereof without the written consent of Lessor.

21. Notices. Any notice, demand, or request required or permitted under this Lease or by law shall be deemed given, written and delivered in person or mailed by registered or certified mail; postage prepaid, to the party who is to receive such notice, demand or request at the address below or at such address as Lessor or Lessee may specify by written notice. When mailed, such notice, demand, or request shall be deemed to have been given as of the date it was mailed.

Lessor:

City Administrator
CITY OF BURLINGTON
300 Pine Street
Burlington, WI 53105

Lessee:

Mr. Gary Meisner
MEISNER AIRCRAFT, INC.
703 Airport Road
Burlington, WI 53105

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed effective this _____ day of _____, 2014.

LESSEE:
MEISNER AIRCRAFT, INC.

LESSOR:
CITY OF BURLINGTON, WISCONSIN

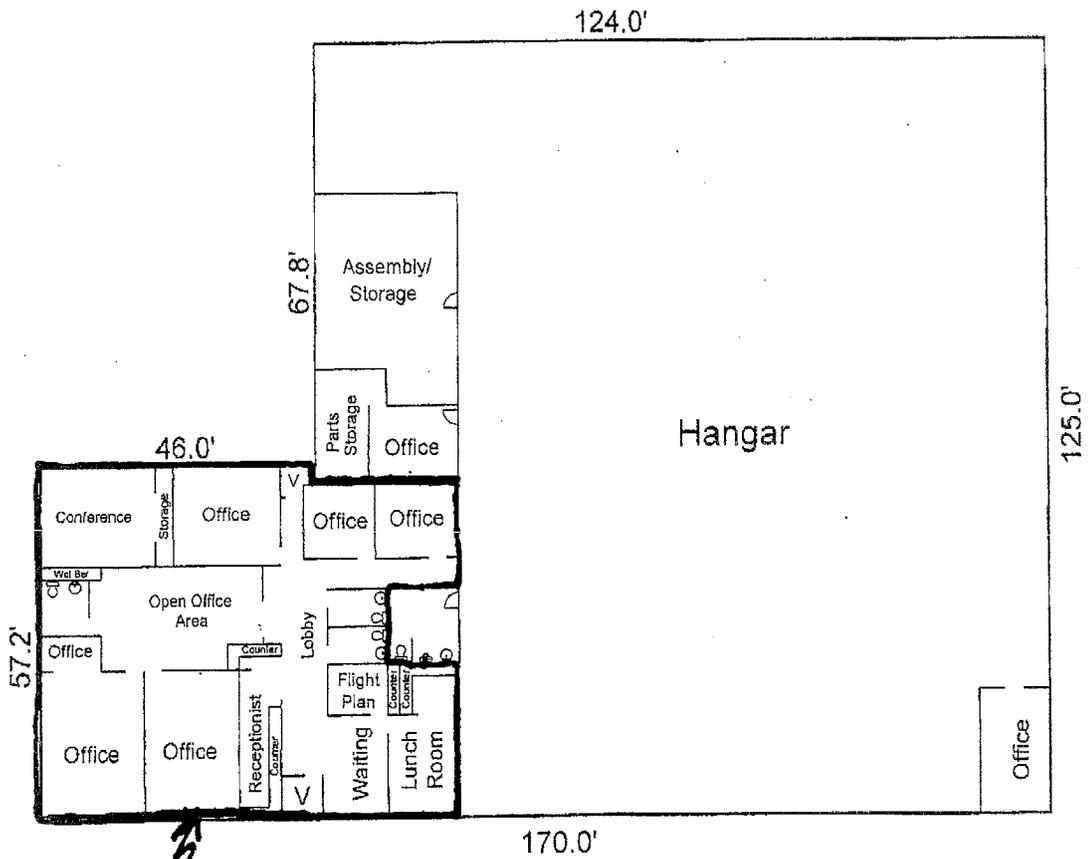
By: _____
Gary B. Meisner, President

By: _____
Robert Miller, Mayor

Attest: _____
Diahn Halbach, City Clerk

EXHIBIT B

703 Airport Road



Office

V = Vestibule



CITY OF BURLINGTON

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

Committee of the Whole Agenda Item: 13	Date: May 6, 2014
Submitted By: Alderman Ruth Dawidziak and Gary Meisner, Airport Manager	Subject: Motion 14-771 to approve an airport hangar lease with Royal Hangars and John Pelland at the Burlington Municipal Airport.

Details:

The Airport Committee met on Thursday, March 27, 2014 and recommends that the City enter into a twenty-nine year Airport Hangar Lease agreement with Royal Hangars and John Pelland, co-owners, for 916 Alpha Taxiway. The amount of the lease equals the sum of \$.095 per square foot with a total of 4,500 square feet, equaling \$427.50 payable before January 1, 2015 and each year thereafter.

Options & Alternatives:

The alternative would be to not approve this lease and request a different tenant.

Financial Remarks:

An annual payment of \$427.50 will be paid to the City each year by January 1 for rent of the hangar.

Executive Action:

This item is for discussion at the May 6, 2014 Committee of the Whole meeting and is placed on the Common Council meeting for consideration the same night.

AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of April, 2014 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Royal Hangers and John Pelland as co owners whose mailing address is 6316 First Avenue Lake Geneva, WI 53147 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 916 Alpha Taxiway. This Lease does not include use of City Water.

ARTICLE 2 TERM

The term of this Lease shall be from April 1, 2014 to March 31, 2043 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$ 0.095 cents per square foot for the leased area, which contains a total of 4500 square feet, for a total amount of \$ 427.50, prorated in the first and last years of the Lease with the first-year payment of \$ _____ due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2014 subject to the provisions set forth in Article 5, Section A.

ARTICLE 4

Lessee agrees that rent charged is based on intended:

Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or

Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

Lessee may change the intended use to that of another type, to be effective the following January 1st, if Lessee petitions the Airport Committee in writing no later than December 10th and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

ARTICLE 5

ADDITIONAL PROVISIONS

- A. RENTAL INCREASES.** The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.
- B. IMPROVEMENTS.** Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.
- C. USE OF FACILITIES.** Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hanging of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.
- D. COMPLIANCE WITH LAWS.** Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.
- E. INDEMNIFICATION.** Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.
- F. SUBLEASE-RENTAL OF PREMISES.** Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) X personal use _____ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

In the event Lessee does enter into a sublease, Lessee shall require any subtenant to abide with all of the conditions of this lease agreement including the requirement that the subtenant shall hold the Airport Committee and the City of Burlington free and harmless from any loss for each and every claim or demand, of whatever nature, made by the subtenant against the Lessee

herein or on behalf of or by any other person or persons for any act or omission on the part of the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

G. OWNERSHIP OF IMPROVEMENTS. Lessee shall retain title to all building or buildings constructed on said premises and such title shall be transferable subject to the Common Council's approval of a new Lease by and between the City of Burlington and the proposed transferee.

H. MAINTENANCE. Lessee shall maintain the structure(s) it occupies and the surrounding land and premises in good order and shall make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building and restore the leased land to its original condition or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. In the event that Lessee determines not to rebuild and in fact restores the Leased area to its original condition, this Lease may be terminated pursuant to Article 5, Section U(3).

In the event Lessee fails to comply with this provision, Lessor may, after thirty (30) days notice to the Lessee, enter onto the premises for the purpose of completing said maintenance, making such repairs as are necessary, or restoring the leased land to its original condition. In the event Lessor does so, Lessor shall charge the Lessee the cost of any such maintenance or repairs. If Lessee refuses to pay any such charge within thirty (30) days, Lessor shall have the right to terminate this lease. See Article 5, Section U. In the event the Lessor removes Lessee's hangar under this section, Lessor shall proceed to enforce its lien rights pursuant to Article 5, Section U.

I. ACCESS FOR INSPECTION. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

J. FIRE AND POLICE PROTECTION. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants of facilities in the airport. Lessee shall arrange for annual inspection of the hangar sites and buildings by the local fire inspector, or at such other frequency as required by state statute.

K. TAXES. Lessee shall pay all taxes or assessments that are levied against personal property of the Lessee and/or the buildings which are erected on lands leased exclusively to Lessee. In the event that said personal property taxes are not paid 30 days after becoming due, Lessee shall be considered in default of this Lease. See Article 5, Section M.

L. ADVERTISING. Lessee agrees that no sign or advertising matter may be erected without the written consent of the Lessor.

M. DEFAULT. If Lessee fails to pay rent when due, or commits waste or breaches any other covenant or condition of this Lease, Lessor shall give Lessee notice to pay the rent, repair the waste or comply with the Lease on or before a date at least 30 days after the giving of the notice, and that failure to comply will result in the termination of the tenancy. If the tenancy is so terminated, Lessor shall proceed under Article 5, Section U.

N. FUTURE DEVELOPMENT. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the

Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against construction, together with the right to prevent the Lessee from erecting, or permit to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

O. RESTRICTIONS. Lessor will not exercise or grant any right or privilege which would operate to prevent the Lessee from performing any services on its aircraft with its own employees that it may choose to perform. These services shall include, but are not limited to, maintenance and repair. Lessee may not provide any type of maintenance or service to aircraft not owned by Lessee upon said Leased Premises .

P. PREEMPTION OF LEASE. During the time of war or national emergency, Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All leases shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

Q. NON-DISCRIMINATION. The Lessee, for himself or successors in interest and assigns, as a part of the consideration hereof, does hereby covenants and agree that: (1) no person, on the grounds of race, color, religion, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the use of the leased facilities of the City of Burlington Municipal Airport; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination; (3) the Lessee shall use the premises in compliance, as applicable, with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Non-Discrimination, in federally assisted programs of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

R. HAZARDOUS SUBSTANCE INDEMNIFICATION. Lessee represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Material or Substance in violation of any applicable federal, state, or local law, regulation or rule then presently in effect. Lessee further agrees to hold the City of Burlington harmless from and indemnify the City of Burlington against any release of such Hazardous Substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof which was caused by Lessee or any of its employees or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined as a radioactive substance, or other similar term by any

federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

The City of Burlington represents and warrants that it has no knowledge of any Hazardous Substance existing on the Owned Premises in violation of any applicable federal, state or local law, regulation or rule. The City of Burlington further agrees to hold Lessee harmless from and indemnify Lessee against any damage, loss, or expense or liability resulting from the existence on the Owned Premises of any such Hazardous Substance, including all attorneys' fees, costs and penalties incurred as a result thereof, unless caused by Lessee, any other Lessee, or any of their employees, agents, guests or patrons.

S. INSURANCE. The Lessee agrees that it will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for each occurrence and in the amount of \$2,000,000 aggregate, which shall name the Lessor as an additional insured. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

T. SNOW REMOVAL POLICY. The Lessor's and the Lessee's responsibilities for snow removal are defined under the City of Burlington's Snow Removal Policy. This Policy was adopted by a resolution of the Burlington Common Council. This policy may be amended or updated at any time without notification. Each party agrees to abide by the then-current terms of said Policy.

U. TERMINATION. (1) By Default. In the event that Lessee defaults under Article 5, Sections H., M., or S., or by other operation of law, the tenancy shall be terminated, Lessor shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove there from Lessee, and its effects, without being liable to any prosecution therefore, and Lessee shall surrender possession of the premises, and Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

(2) By Expiration. In the event that this Lease is terminated pursuant to Article 2 hereof, Lessee shall either: a. Sell its hangar to a third party, and the buyer thereof shall enter into a new Lease with the City of Burlington, which sale and transfer shall not be effective until and unless approved by the Common Council; or b. By or before the last date of the term of the Lease, remove its hangar and all equipment and restore the premises to the condition it was in prior to the construction of the hangar.

(3) By Mutual Consent. This Lease may be terminated by the mutual consent of the parties, upon the entry into a new Lease or such other terms and conditions agreed to as evidenced by the signatures of the parties hereto.

(4) Lien Rights. Lessor shall, in any event, have liens on Lessee's hangar and other personality, including Lessee's aircraft, pursuant to Wis. Stat. §§ 704.05(5) and 779.43(3), and shall enforce such liens as provided by law, but shall have, in addition to those rights provided by Wis. Stat. § 704.05(5)(a) 1. and 2., the right to demand payment of past due rent and/or other charges due from Lessee under the terms of this Lease for release of the lien, or apply the

proceeds of sale to past due rent and/or other charges due from Lessee under the terms of the Lease.

V. GENERAL PROVISIONS. The following provisions shall apply to this Agreement:

- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties in connection therewith.
- (3) In construing this Lease, feminine or neuter pronouns may be substituted for those masculine in form and vice versa and plural terms may be substituted for singular and singular for plural in any place in which the context so requires.
- (4) The captions contained in this Agreement are for reference only and do not form part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals they day and year first herein written.

Approved by the Airport Committee on: 2/27/14

AIRPORT MANAGER:



Signature

Gary B. Meisner

Print (or type) name

Approved by Common Council on: _____

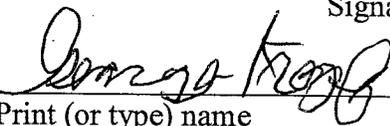
CITY OF BURLINGTON

Signature

LESSEE:


JOHN PELLAND

Signature



Print (or type) name

Royal Hangers
George Kropf

Co-owners
Title



CITY OF BURLINGTON

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

Committee of the Whole Agenda Item: 14	Date: May 6, 2014
Submitted By: Alderman Ruth Dawidziak and Gary Meisner, Airport Manager	Subject: Motion 14-772 to approve an airport hangar lease with Dale Severs at the Burlington Municipal Airport.

Details:

The Airport Committee met on Thursday, March 27, 2014 and recommends that the City enter into a twenty-nine year Airport Hangar Lease agreement with Dale Severs for 832 Hotel Taxiway. The amount of the lease equals the sum of \$.095 per square foot with a total of 1,600 square feet, equaling \$152.00 payable before January 1, 2015 and each year thereafter.

Options & Alternatives:

The alternative would be to not approve this lease and request a different tenant.

Financial Remarks:

An annual payment of \$152 will be paid to the City each year by January 1 for rent of the hangar.

Executive Action:

This item is for discussion at the May 6, 2014 Committee of the Whole meeting and is placed on the Common Council meeting for consideration the same night.

AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of April, 2014 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Dale Severs whose mailing address is 7205 Oxford Circle Fox Lake, IL 60020 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 832 Hotel Taxiway. This Lease does not include use of City Water.

ARTICLE 2 TERM

The term of this Lease shall be from April 1, 2014 to March 31, 2043 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$ 0.95 cents per square foot for the leased area, which contains a total of 1600 square feet, for a total amount of \$ 152.00, prorated in the first and last years of the Lease with the first-year payment of \$ _____ due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 200__ subject to the provisions set forth in Article 5, Section A.

ARTICLE 4

Lessee agrees that rent charged is based on intended:

Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or
 Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

Lessee may change the intended use to that of another type, to be effective the following January 1st, if Lessee petitions the Airport Committee in writing no later than December 10th and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

ARTICLE 5

ADDITIONAL PROVISIONS

- A. RENTAL INCREASES.** The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.
- B. IMPROVEMENTS.** Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.
- C. USE OF FACILITIES.** Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hanging of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.
- D. COMPLIANCE WITH LAWS.** Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.
- E. INDEMNIFICATION.** Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.
- F. SUBLEASE-RENTAL OF PREMISES.** Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) X personal use _____ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

In the event Lessee does enter into a sublease, Lessee shall require any subtenant to abide with all of the conditions of this lease agreement including the requirement that the subtenant shall hold the Airport Committee and the City of Burlington free and harmless from any loss for each and every claim or demand, of whatever nature, made by the subtenant against the Lessee herein or on behalf of or by any other person or persons for any act or omission on the part of

the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

G. OWNERSHIP OF IMPROVEMENTS. Lessee shall retain title to all building or buildings constructed on said premises and such title shall be transferable subject to the Common Council's approval of a new Lease by and between the City of Burlington and the proposed transferee.

H. MAINTENANCE. Lessee shall maintain the structure(s) it occupies and the surrounding land and premises in good order and shall make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building and restore the leased land to its original condition or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. In the event that Lessee determines not to rebuild and in fact restores the Leased area to its original condition, this Lease may be terminated pursuant to Article 5, Section U(3).

In the event Lessee fails to comply with this provision, Lessor may, after thirty (30) days notice to the Lessee, enter onto the premises for the purpose of completing said maintenance, making such repairs as are necessary, or restoring the leased land to its original condition. In the event Lessor does so, Lessor shall charge the Lessee the cost of any such maintenance or repairs. If Lessee refuses to pay any such charge within thirty (30) days, Lessor shall have the right to terminate this lease. See Article 5, Section U. In the event the Lessor removes Lessee's hangar under this section, Lessor shall proceed to enforce its lien rights pursuant to Article 5, Section U.

I. ACCESS FOR INSPECTION. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

J. FIRE AND POLICE PROTECTION. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants of facilities in the airport. Lessee shall arrange for annual inspection of the hangar sites and buildings by the local fire inspector, or at such other frequency as required by state statute.

K. TAXES. Lessee shall pay all taxes or assessments that are levied against personal property of the Lessee and/or the buildings which are erected on lands leased exclusively to Lessee. In the event that said personal property taxes are not paid 30 days after becoming due, Lessee shall be considered in default of this Lease. See Article 5, Section M.

L. ADVERTISING. Lessee agrees that no sign or advertising matter may be erected without the written consent of the Lessor.

M. DEFAULT. If Lessee fails to pay rent when due, or commits waste or breaches any other covenant or condition of this Lease, Lessor shall give Lessee notice to pay the rent, repair the waste or comply with the Lease on or before a date at least 30 days after the giving of the notice, and that failure to comply will result in the termination of the tenancy. If the tenancy is so terminated, Lessor shall proceed under Article 5, Section U.

N. FUTURE DEVELOPMENT. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but

shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against construction, together with the right to prevent the Lessee from erecting, or permit to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

O. RESTRICTIONS. Lessor will not exercise or grant any right or privilege which would operate to prevent the Lessee from performing any services on its aircraft with its own employees that it may choose to perform. These services shall include, but are not limited to, maintenance and repair. Lessee may not provide any type of maintenance or service to aircraft not owned by Lessee upon said Leased Premises .

P. PREEMPTION OF LEASE. During the time of war or national emergency, Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All leases shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

Q. NON-DISCRIMINATION. The Lessee, for himself or successors in interest and assigns, as a part of the consideration hereof, does hereby covenants and agree that: (1) no person, on the grounds of race, color, religion, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the use of the leased facilities of the City of Burlington Municipal Airport; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination; (3) the Lessee shall use the premises in compliance, as applicable, with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 2I, Non-Discrimination, in federally assisted programs of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

R. HAZARDOUS SUBSTANCE INDEMNIFICATION. Lessee represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Material or Substance in violation of any applicable federal, state, or local law, regulation or rule then presently in effect. Lessee further agrees to hold the City of Burlington harmless from and indemnify the City of Burlington against any release of such Hazardous Substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof which was caused by Lessee or any of its employees or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined as a radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated

in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

The City of Burlington represents and warrants that it has no knowledge of any Hazardous Substance existing on the Owned Premises in violation of any applicable federal, state or local law, regulation or rule. The City of Burlington further agrees to hold Lessee harmless from and indemnify Lessee against any damage, loss, or expense or liability resulting from the existence on the Owned Premises of any such Hazardous Substance, including all attorneys' fees, costs and penalties incurred as a result thereof, unless caused by Lessee, any other Lessee, or any of their employees, agents, guests or patrons.

S. INSURANCE. The Lessee agrees that it will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for each occurrence and in the amount of \$2,000,000 aggregate, which shall name the Lessor as an additional insured. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

T. SNOW REMOVAL POLICY. The Lessor's and the Lessee's responsibilities for snow removal are defined under the City of Burlington's Snow Removal Policy. This Policy was adopted by a resolution of the Burlington Common Council. This policy may be amended or updated at any time without notification. Each party agrees to abide by the then-current terms of said Policy.

U. TERMINATION. (1) By Default. In the event that Lessee defaults under Article 5, Sections H., M., or S., or by other operation of law, the tenancy shall be terminated, Lessor shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove there from Lessee, and its effects, without being liable to any prosecution therefore, and Lessee shall surrender possession of the premises, and Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

(2) By Expiration. In the event that this Lease is terminated pursuant to Article 2 hereof, Lessee shall either: a. Sell its hangar to a third party, and the buyer thereof shall enter into a new Lease with the City of Burlington, which sale and transfer shall not be effective until and unless approved by the Common Council; or b. By or before the last date of the term of the Lease, remove its hangar and all equipment and restore the premises to the condition it was in prior to the construction of the hangar.

(3) By Mutual Consent. This Lease may be terminated by the mutual consent of the parties, upon the entry into a new Lease or such other terms and conditions agreed to as evidenced by the signatures of the parties hereto.

(4) Lien Rights. Lessor shall, in any event, have liens on Lessee's hangar and other personality, including Lessee's aircraft, pursuant to Wis. Stat. §§ 704.05(5) and 779.43(3), and shall enforce such liens as provided by law, but shall have, in addition to those rights provided by Wis. Stat. § 704.05(5)(a) 1. and 2., the right to demand payment of past due rent and/or other charges due from Lessee under the terms of this Lease for release of the lien, or apply the

proceeds of sale to past due rent and/or other charges due from Lessee under the terms of the Lease.

V. GENERAL PROVISIONS. The following provisions shall apply to this Agreement:

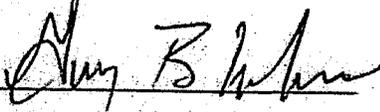
- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties in connection therewith.
- (3) In construing this Lease, feminine or neuter pronouns may be substituted for those masculine in form and vice versa and plural terms may be substituted for singular and singular for plural in any place in which the context so requires.
- (4) The captions contained in this Agreement are for reference only and do not form part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first herein written.

Approved by the Airport Committee on: 3/27/14

AIRPORT MANAGER:

LESSEE:



Signature

GARY B. MEISNER
Print (or type) name



Signature

DALE SEVENS
Print (or type) name

Approved by Common Council on: _____

CITY OF BURLINGTON

Signature

Title



CITY OF BURLINGTON

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

Committee of the Whole Item Number: 15	Date: May 6, 2014
Submitted By: Mayor Robert Miller	Subject: Motion 14-773 to consider approving the 2014 fireworks display for July 4 th with 5-Star Fireworks Corporation.

Details:

Staff requested proposals to conduct the July 4th firework show from four firework companies, including J&M Displays, 5-Star Fireworks Corporation, Krueger Pyrotechnics & Firework Display and Bartolotta Fireworks. After discussion with the companies and review of the proposals, staff is recommending contracting with 5-Star Fireworks in the amount of \$10,000.

Options & Alternatives:

The Council may choose to deny this contract with 5-Star Fireworks or choose to bid for a different fireworks vendor.

Financial Remarks:

The chosen price to pay for the 2014 fireworks display is \$10,000. Payment is made through the Festivals Account within the General Fund.

Executive Action:

This item is for discussion at the May 6, 2014 Committee of the Whole meeting and is scheduled for the May 20, 2014 Common Council meeting for consideration.



PREPARED FOR

City of Burlington

Friday July 4, 2014

GRAND OPENING TO MAIN EVENT

200 1 ½ INCH RED, WHITE, AND BLUE TAILS WITH SALUTE

MAIN EVENT

10 THREE INCH FLASH SALUTES

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

75 THREE INCH DELUXE LIDU COLOR DISPLAY SHELLS

65 THREE INCH DELUXE AN-PING DISPLAY SHELLS

65 THREE INCH SPECIALTY YUNG FENG DISPLAY SHELLS

215 Total Three Inch Shells

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

36 FOUR INCH DANCING DRAGON DISPLAY SHELLS

36 FOUR INCH DELUXE LIDU COLOR DISPLAY SHELLS

72 FOUR INCH SPECIALTY YUNG FENG DISPLAY SHELLS

72 FOUR INCH SPECIALTY FLOWER KING DISPLAY SHELLS

216 Total Four Inch Shells

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

- 25 FIVE INCH DELUXE LIDU COLOR DISPLAY SHELLS
- 25 FIVE INCH SPECIALTY YUNG FENG DISPLAY SHELLS
- 25 FIVE INCH FLOWER KING DISPLAY SHELLS

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

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

100 Total Five Inch Shells

- 18 SIX INCH MANTSUNA DISPLAY SHELLS

**** Highest quality shell imported from China. All Shells have multiple breaks, colors, patterns, and shapes. ****

18 Total Six Inch Shells

FINALE

- 100 TWO INCH MIXED PEONY'S WITH TAILS
- 100 TWO INCH TITIANUM SALUTES WITH REPORT
- 300 1 ½ INCH BROCADE COCONUT TO TIME RAIN
- 60 THREE INCH DELUXE FINALE COLOR SHELLS WITH TAILS
- 60 THREE INCH SILVER CROWN FINALE SHELLS
- 60 THREE INCH DELUXE FINALE COLOR SHELLS AND SALUTES
- 60 THREE INCH EXTRA LOUD FLASH SALUTES
- 10 FOUR INCH DELUXE CANOPY SHELLS
- 20 FIVE INCH DELUXE CANOPY SHELLS

The conclusion of your show will consist of more than 750 shells to end the show on an extremely dramatic note!





SPECIAL EFFECTS

- 200 TWO INCH GOLD CROWN TO PEONY
- 200 1 ½ INCH GLITTER CROWN TO BROCADE WATERFALL
- 200 1 ½ INCH BLUE TAIL TO ALOE GREEN FLOWERS
- 200 1 ½ INCH CRACKLE MINE TO CRACKLE CROSSETTE
- 100 1 ¾ INCH RED, WHITE, AND BLUE SHOOTING STARS
- 200 1 ½ INCH SILVER AND GOLD ASTROID SHOWER
- 200 1 ½ INCH POISONOUS SPIDERS WITH TAILS
- 100 1 ¾ INCH RED PEARL TAILS WITH MIXED DAHLIAS

Special effects will be presented as 8 dramatic segments throughout your show!!!

The length of this show will be 25-30 minutes duration.
Program Exhibit "A"

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

FIVE STAR FIREWORKS, CO.

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

P. O. Box 143

Oconomowoc, WI 53066-0143

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

www.fivestarfiredworks.com

THIS AGREEMENT is made this 24th day of March, 2014, between:

Mystic Fireworks Inc. d/b/a

FIVE STAR FIREWORKS

- and -

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

Customer agrees to engage Mystic Fireworks, Inc. d/b/a Five Star Fireworks, ("Five Star") to shoot a fireworks show ("Show") on July 4, 2014.

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

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

Five Star and the Customer agree as follows:

FIREWORKS EXHIBITION TERMS AND CONDITIONS

1. **Parties.** This contract engages the services of Five Star to produce and perform pyrotechnic displays over a one-year period for the Customer as referenced above.
2. **Product.** Five Star agrees to furnish to Customer a fireworks display Show containing the fireworks indicated on the attached Exhibit "A" which is a list of the purchased fireworks to be used for the Show.
3. **Supply.** In the event any of the fireworks listed in Exhibit "A" should not be available through no fault of Five Star, Five Star reserves the right to substitute said fireworks with comparable fireworks without further notice. Any said substitutions will be of equal or greater value to Customer and will not affect the "look" or "feel" of the Show.
4. **Date.** The date of the Show shall be for July4, 2014.
5. **Weather.** In case of inclement weather, the displays will be rescheduled for the following day or on such other day and time as mutually agreed. In the event inclement weather forces the cancellation of the Show and said Show is not rescheduled, Customer shall pay a restocking charge of 15% of the cost of the Show.
6. **Financing/Sponsorship.** Should a Customer lose funding for the Show or a sponsor of the Show withdraws funds, the Customer must give written notice of same to Five Star indicating what amount of funds were lost and what is the new budget for the Show. Notice must be received before the end of May of the year the Show is to be produced. The Customer will have the following options:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Submitted by Five Star:

By: _____ Date: 3-24-14
Tim Heinecke, President

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

Accepted by Customer:

By: _____ Date: _____

Accepted by Five Star:

By: _____ Date: _____
Tim Heinecke, President

Bartolotta Fireworks Co., Inc.

P.O. Box 5
Genesee Depot, WI 53127-0005

Voice: 262-968-4178
Fax: 262-968-2254

**SALES ORDER
PICKING LIST**

Sales Order Number: 13' Burlington
Sales Order Date: Jul 4, 2013
Ship By: Jul 4, 2013
Page: 1

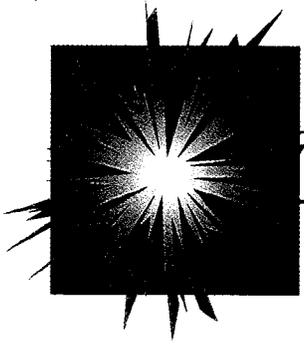
To:
CITY OF BURLINGTON
300 N. PINE ST.
BURLINGTON, WI 53105
USA

Ship To:
CITY OF BURLINGTON
300 N. PINE ST.
BURLINGTON, WI 53105
USA

Customer ID	PO Number	Sales Rep Name
BURLINGTON, CITY		
Customer Contact	Shipping Method	Payment Terms
KEVIN LAHNER	Hand	

Quantity	Item	Description	Shipped Prior	This Shipment
10.00	3" SALUTE	3" SALUTE W/TAILS		
144.00	3" COLOR SHELL	3" ASSORTED COLOR SHELLS		
144.00	4" COLOR SHELL	4" ASSORTED COLOR SHELLS		
100.00	5" COLOR SHELL	5" ASSORTED COLOR SHELLS		
20.00	3" FINALE-COLO	3" FINALE-COLOR SHELLS (10 PER GROUP)=200 SHELLS		
20.00	3" FINALE-SALUT	3" FINALE SALUTES (10 PER GROUP)=200 SHELLS		
18.00	4" COLOR SHELL	4" ASSORTED COLOR SHELLS-FINALE CANOPY		
20.00	5" COLOR SHELL	5" ASSORTED COLOR SHELLS-FINALE CANOPY SHELLS		

JERRY WEILER 262-206-7231



KRUEGER

Pyrotechnics & Firework Displays, LLC

**PROGRAM PROPOSAL PREPARED FOR
CITY OF BURLINGTON
DISPLAY DATE: JULY 4, 2014**

Krueger Pyrotechnics & Fireworks Displays, LLC is fully licensed and insured:

- ☆ General Liability Insurance - \$5 M
- ☆ Transportation/Auto Insurance - \$5 M
- ☆ Workers Compensation Insurance
- ☆ Licensed and regulated by Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).
- ☆ All pyrotechnicians are subjected to a background check performed by the ATF.
- ☆ CDL Licensed Hazmat Drivers
- ☆ U.S. Hazmat Registration
- ☆ Federal Hazardous Materials Safety Permit
- ☆ United Carrier Registration
- ☆ Crews are experienced and receive continuous training.
- ☆ Audience and property safety is the key component of our firework displays.
- ☆ Abide by National Fire Protection Association Standards (NFPA)

Terms of Use:

This communication is intended for the exclusive use of members of the City of Burlington Fire Department. It contains information that is privileged and confidential. Dissemination, distribution or copying of the proposal is strictly prohibited. This includes electronic posting of this proposal on the internet in any form.

Contacts: Jim & Tara Krueger
2323 Clay Hollow Road ☆ Cuba City, WI 53807
kdisplays@gmail.com ☆ 608.732.4545 ☆ www.kfireworks.com



KRUEGER

Pyrotechnics & Firework Displays, LLC

2323 Clay Hollow Road ☆ Cuba City, WI ☆ 53807
(608) 732-4545 ☆ kdisplays@gmail.com
www.kfireworks.com

Prepared for
City of Burlington Fire Dept.
Display Date: Friday, July 4, 2014
Location: 900 Maryland Ave. Burlington, WI

Budget: \$10,000
Approx. 20-22 minutes

OPENING BARRAGE:

72 – 3” Chained Red, White and Blue Shells

DISPLAY BODY:

2.5” AERIAL SHELLS:

72 – Summary: Assorted aerial shells
36 Shot • 2.5” Color Waves
36 Shot • 2.5” Assorted Chrys.

3” AERIAL SHELLS:

252 – Summary: Assorted aerial shells; including star shells, fancy star shells, titanium salutes, shells with rising tails, serpents, whistles, willows, crackling palms, kumoras, glittering strobes, multiple break shells, color changing, pattern and many more!

Including: 6 – 3” Titanium Salutes w/Silver Rising Tail
246 – 3” Color Assorted

Types of 3" aerial display shells (in no specific order) to include, but not limited to:

- Blue Chrys.
- Blue Peony w/Coconut Tree Pistil
- Blue Peony w/Red Pistil
- Blue to Crackling
- Brocade Crown w/Strobe Pistil
- Color Diadem
- Color to Crackling
- Crackling Diadem
- Diadem Chrys. to Green
- Diadem Chrys. to Red
- Diadem Chrys. to Strobing
- Dragon Eggs
- Glittering Blue
- Golden Flashing
- Golden Peony w/Crackling Pistil
- Golden Wave to Blue
- Golden Wave to Color
- Green Chrys.
- Green Flashing
- Green Peony w/Coconut Tree Pistil
- Purple Chrys.
- Purple Chrys. w/Red Flower Core
- Red & Purple Glittering
- Red Peony w/Coconut Tree Pistil
- Silver Wave to Green
- Silver Wave to Red
- Silver Wave to Yellow
- Variegated Willow w/Silver Strobe
- White Chrys.
- White Flashing
- White Twinkling Chrys.
- Yellow & Blue Chrys.
- Yellow Chrys.
- Yellow Peony w/Coconut Tree Pistil
- Yellow Peony w/Purple Pistil
- Yellow to Crackling
- Red To Golden Crackling Chrys. Flower
- Green To Golden Cracking Chrys. Flower
- Blue To Golden Crackling Chrys. Flower
- Yellow To Golden Crackling Chrys. Flower
- Purple To Golden Crackling Chrys. Flower
- Silver Crackling Stars
- Red To Silver Crackling Stars
- Green To Silver Crackling Stars
- Blue To Silver Crackling Stars
- Yellow To Silver Crackling Stars
- White To Silver Crackling Stars
- Purple To Silver Crackling Stars
- Golden Palm Tree
- Silver Coconut Tree
- Crackling Willow
- Golden Wave To Silver
- Golden Wave To Red
- Golden Wave To Blue
- Golden Wave To Purple
- Red Coconut Tree
- Time Rain Coconut Tree
- Red Wave
- Green Wave
- Blue Wave
- Red To Time Rain Chrys.
- Green To Time Rain Chrys.
- Blue To Time Rain Chrys.
- Purple To Time Rain Chrys.
- Yellow To Purple Peony
- Golden To Blue Peony
- Red To Blue Peony
- Green To Golden Peony
- Yellow To Green Peony
- Red Chry.
- Yellow Chry.
- Purple Chry.
- Silver Chry.
- Red & Silver Glittering
- Blue & Silver Glittering
- Color Chry.
- Golden Wave
- Silver Wave
- Half Purple & Green Peony
- Brocade Red
- Brocade Yellow
- Brocade Crown
- Diadem Chrys. W/Coconut Tree Core
- Brocade Crown W/Strobe Pistil

3" Shells continued:

- Dragon Eggs
- Red Ball
- Green Ball
- Blue Ball
- Sea Blue Peony
- Pink Peony
- Red Peony W/Coconut Pistil
- Green Peony W/Coconut Pistil
- Blue Peony W/Coconut Pistil
- Grass Green Peony
- Orange Peony
- Half Red & Green Peony
- Glittering Red To Crackling
- Green To Golden Flashing
- Golden To Crackling
- White Flashing W/Red Pistil
- Green To Yellow Peony
- Diadem Chrys. To Red
- Golden Wave To Purple
- Glittering W/Crackling Pistil
- Dahlia Yellow
- Blue To Red Peony
- Glittering Red To Green Flashing
- Silver Spider
- Brocade Golden
- Diadem Chrys. W/Strobing Pistil
- Red Wave To Small Color Flower
- Red Crossette
- Golden Crossette
- Red & Purple Glittering
- Dahlia Green
- Blue Peony W/Palm Core
- Golden Willow
- Diadem Chrys. To Blue
- Willow To Silver Crown
- Silver Crown
- Golden Kamuro
- Green Flashing
- White Flashing
- Golden Flashing
- Sea Blue Flashing
- Yellow Flashing
- Brocade Green
- Blue & Silver Glittering
- Golden Wave To Red To Blue
- Red To Green Flashing Big Willow
- Red To Yellow Peony
- Blue To Crackling
- Green Peony W/Palm Core
- Red To Purple Peony
- Silver To Crackling
- Blue Chry.
- Red Peony W/Palm Core
- Silver Wave To Red
- Green Wave W/Coconut Tree Pistil
- Red & Green Chry.
- Red To Silver Chry.
- Diadem Chrys. W/Coconut Tree Core
- Red To Silver Crown
- Coconut Tree W/Silver Tail
- Golden Spider
- Silver To Golden Peony
- Red To Yellow To Blue Peony
- Golden Wave To Red To Green

4" (101mm) AERIAL SHELLS:

180 – Summary: Assorted aerial shells including: star shells, fancy star shells and special effect shells.

Including: 180 – 4" Color Assorted

Types of 4" aerial display shells (in no specific order) to include, but not limited to:

- Red To Crackling
- Blue To Crackling
- Silver To Crackling
- Red Peony W/Palm Core
- Blue Peony W/Palm Core
- Green Peony W/Palm Core
- Red To Purple Peony
- Blue Chry.
- Red To Silver Chry.
- Silver Wave To Red
- Green Wave W/Coconut Tree Pistil
- Red & Green Chry.
- Red & Purple Glittering
- Dahlia Green
- Diadem Chrys. To Red
- Diadem Chrys. W/Coconut Tree Core
- Red To Silver Crown
- Coconut Tree W/Silver Tail
- Blue Chrys.
- Blue Peony w/Red Pistil
- Blue to White Strobe
- Brocade Crown w/Strobe Pistil
- Color Diadem
- Crackling Willow
- Dahlia Yellow
- Diadem Chrys. to Strobing
- Diadem Chrys. w/Coconut Tree Core
- Dragon Eggs
- Glittering Color
- Glittering Silver to Crackling
- Glittering White w/Red Pistil
- Golden Peony w/Crackling Pistil
- Golden to Crackling Crossette
- Golden Wave to Green
- Green Chrys.
- Green Chrys. w/Crackling Core
- Blue To Green Peony
- Red To Green Willow
- Blue To White Strobe
- Red To White Flashing
- Glittering Blue To Silver
- Dispark Chrys.
- Golden Crackling Flower Chrys.
- Red To Golden Crackling Chrys. Flower
- Green To Golden Crackling Chrys. Flower
- Blue To Golden Crackling Chrys. Flower
- Purple To Golden Crackling Chrys. Flower
- Sea Blue Peony
- Grass Green Peony
- Orange Peony
- Pink Peony
- Brocade Crown W/Green Flashing Pistil
- Silver Crown W/Red Pistil
- Silver Crackling Stars W/Coconut Pistil
- Green Peony w/Coconut Tree Pistil
- Half Red & Blue w/Silver Pistil
- Purple Chrys. w/Red Flower Core
- Purple Peony w/Silver Pistil
- Purple to Golden Crossette
- Purple to Golden Peony
- Red Chrys. w/Golden Palm Tree Core
- Red Swimming Star
- Silver Wave to Blue
- Silver Wave to Green
- Silver Wave to Purple
- Variegated Willow w/Green Strobe
- White Flashing
- White Twinkling Chrys.
- Yellow & Blue Glittering
- Yellow Peony w/Purple Pistil
- Yellow Swimming Star
- Yellow to Crackling

(1516 shots) MULTIPLE SHOT DEVICES:

- 300 Shot • Red Tail Red Chrys/Red Tail Happy Stars/Red Tail Salute
- 200 Shot • Silver Blink Wave Fan
- 252 Shot • "W" Red Crossette w/Leaves
- 250 Shot • Fan Shaped Silver Tiger Tail
- 140 Shot • Brocade to Falling Leaves
- 100 Shot • "Z" Shape Red Crossette w/Brocade Mine
- 65 Shot • Fanned Silver Whirl w/Pink and Lemon Peony
- 50 Shot • Fan Red Blink Bouquet/Titanium Chrysanthemum/Crackling Willow
- 49 Shot • Fan Shape Purple Peony w/Silver Crossettes
- 49 Shot • Dahlias w/ Crackling to Whistling Tails w/colorful Chrys. & Salutes
- 36 Shot • Peony w/Wave Palm Pistil
- 25 Shot • Thunder Rain

(274 Shots) GRAND FINALE:

- Assorted Aerial Display Shells of Multiple Sizes, Effects and Breaks
- All Finale Shells Are Timed To Fire Rapidly, Creating A Spectacular Finale Of Color And Noise!

Including:

- (72) – 3" Assorted Color Chrysanthemum W/Rising Tails
- (72) – 3" Thundering Titanium Salutes W/Silver Rising Tails
- (30) – 4" Assorted Color Chrysanthemum W/ Rising Tails
- 100 Shots • 2" Peanut Shells Red & White & Blue Peony

☆ ALL EQUIPMENT AND PERSONNEL REQUIRED FOR FIRING THE DISPLAY WILL BE PROVIDED BY KRUEGER PYROTECHNICS.

☆ The above display will be delivered, set up and fired by Krueger Pyrotechnics & Firework Displays. Fire protection and any necessary crowd control are to be provided by the display sponsor.

☆ We have attempted to provide accurate and up-to-date descriptions of our product assortments. However selections may vary slightly due to manufacturer substitutions.

J & M Displays Proposal For: City Of Burlington

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Color crackling and reports 100 shot Z shape		\$240.90	\$481.80
Category shell Count: 200				\$481.80
Section shell Count: 200				\$481.80

Main Event

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Reddish gamboge to purple to golden strobing		\$17.95	\$17.95
1	Strobing (spangle) chrysanthemum with crackling		\$17.95	\$17.95
1	Twinkling silver willow		\$17.95	\$17.95
1	Variegated kamuro with variegated pistil		\$17.95	\$17.95
1	Variegated meteor		\$17.95	\$17.95
1	Varigated peony to crackling		\$17.95	\$17.95
1	Assortment I of 20 different J&M Brand shells	mixed tails	\$186.00	\$186.00
1	Assortment L Of 20 different J&M Brand shells	mixed tails	\$186.00	\$186.00
1	Assortment M of 20 different J&M Brand Shells	mixed tails	\$186.00	\$186.00
Category shell Count: 66				\$665.70

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Green tailed thunder with twilight glitter	<i>Cylinder</i>	\$39.05	\$39.05
1	Silver twister	<i>Cylinder</i>	\$39.05	\$39.05
1	Silver wasp and diamond screamer	<i>Cylinder</i>	\$39.05	\$39.05
1	Tourbillion with reports	<i>Cylinder</i>	\$39.05	\$39.05
Category shell Count: 4				\$156.20

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Brocade crown with silver strobing pistil		\$30.35	\$30.35
1	Chrysanthemum to popping flowers with pistil, assorted		\$30.35	\$30.35
1	Green and Purple dahlia w/ gold strobe	gold tail	\$30.35	\$30.35
1	Green to dark to purple		\$30.35	\$30.35
1	Rainbow colored dahlia w/glittering pistil		\$30.35	\$30.35
1	Assortment A of 20 different J&M Brand Shells	mixed tails	\$332.00	\$332.00
1	Assortment F of 20 different J&M Brand shells	mixed tails	\$332.00	\$332.00
1	Assortment B Of 20 different J&M Brand shells	mixed tails	\$332.00	\$332.00
1	Assortment C of 20 different J&M Brand shells		\$332.00	\$332.00
1	Assortment D of 20 different J&M Brand shells (low fallo	mixed tails	\$332.00	\$332.00
Category shell Count: 105				\$1,811.75

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Main Event

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Assortment H of 15 different J&M Brand Shells	mixed tails	\$428.00	\$428.00
1	Assortment Q of 15 different J&M Brand shells	mixed tails	\$428.00	\$428.00
1	Assortment B of 15 different J&M Brand Shells	mixed tails	\$428.00	\$428.00
1	Assortment A of 15 different J&M Brand shells (low fallo	mixed tails	\$428.00	\$428.00
Category shell Count: 60				\$1,712.00

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Assortment G of 9 different J&M Brand shells	mixed tails	\$432.00	\$432.00
1	Assortment C of 9 different J&M brand shells	mixed tails	\$432.00	\$432.00
Category shell Count: 18				\$864.00
Section shell Count: 253				\$5,209.65

Finales

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Color and report finale 10 shot with tails	silver tail	\$112.75	\$676.50
3	Report and palm finale 10 shot with rising tails		\$112.75	\$338.25
Category shell Count: 90				\$1,014.75

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Glittering Willow finale 8 shot		\$178.40	\$535.20
Category shell Count: 24				\$535.20

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
5	Glittering willow	glitter tail	\$49.50	\$247.50
Category shell Count: 5				\$247.50

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering willow	glitter tail	\$48.75	\$97.50
Category shell Count: 2				\$97.50
Section shell Count: 121				\$1,894.95

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect	Price	Total
150	Igniter 2 meter leads		\$1.85	\$277.50
150	Igniter 3 meter leads		\$1.85	\$277.50
Category shell Count: 0				\$555.00
Section shell Count: 0				\$555.00

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Free 8% for early payment

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Rainbow crossette		\$30.35	\$30.35
Category shell Count: 1				\$30.35

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Glittering willow with red and blue dahlia pistils	glitter tail	\$49.50	\$49.50
1	Green and red to yellow and blue peony		\$49.50	\$49.50
1	Green to blue with wave pistil		\$49.50	\$49.50
1	Half purple half green w/ gold brocade ring		\$49.50	\$49.50
1	Magnetic white	strobe flower tail	\$49.50	\$49.50
Category shell Count: 5				\$247.50

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Willow with multiflash with purple pink and lemon pistils		\$69.95	\$69.95
1	Willow with strobe pistil		\$69.95	\$69.95
Category shell Count: 2				\$139.90

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue Crackling Shell of Shells		\$96.50	\$96.50
1	Brocade crown to Crackling		\$96.50	\$96.50
Category shell Count: 2				\$193.00
Section shell Count: 10				\$610.75

Free 5% for Multiple Year Agreement

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
1	Reddish gamboge purple to silver chrysanthemum with		\$38.15	\$38.15
1	Green and purple with artillery	<i>Cylinder</i>	\$51.25	\$51.25
1	Green and purple with silver serpents	<i>Cylinder</i>	\$51.25	\$51.25
1	Lemon and purple with artillery	<i>Cylinder</i>	\$51.25	\$51.25
1	Orange and green with artillery	<i>Cylinder</i>	\$51.25	\$51.25
1	Red and blue with artillery	<i>Cylinder</i>	\$51.25	\$51.25
1	Spangled chrys with gold willow pistil & purple ring		\$51.25	\$51.25
1	Twinkling silver willow		\$51.25	\$51.25
Category shell Count: 8				\$396.90
Section shell Count: 8				\$396.90

J & M Displays Proposal For: City Of Burlington

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks price:	\$8,141.40	Total shell count:	592
Discount:	<u>\$391.40</u>	Packing check:	368
Sub-total Fireworks:	\$7,750.00	Date of display:	7/4/2014
Sales tax:		Customer number:	0
Option sales tax:			
Insurance processing :	\$1,080.00		
License and permit:			
Shoot fee	\$770.00		
Delivery:	\$400.00		
Musical firing:			
Shoot cost:			
Total price of show:	\$10,000.00		
Proposal print 11			

Summary of Free Items Added to Your Show

See previous pages for a listing of free items

Free items are based on the \$7,750.00 fireworks subtotal

\$396.90 Free for Multiple Year Agreement

\$610.75 Free for early pay

\$1,007.65 Total free

Total value of show is \$11,399.05. Your price is \$10,000.00

Free Items Summary

Please note the following comments:

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CITY OF BURLINGTON

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Committee of the Whole Item Number: 16	Date: May 6, 2014
Submitted By: Mayor Robert Miller	Subject: Motion 14-774 to consider Authorizing the City Administrator to spend up to \$25,000 for maintenance and repair of the City Pool.

Details:

As you are aware, the Burlington Community Pool is operated by the Burlington Pool Board, whose members are formed from the area service clubs. The pool has been in operation since 1966 and its ownership and operation have bounced back and forth between the City and the service clubs. Currently, the services clubs operate the facility, while the property is owned by the City.

Over the last few years memberships at the community pool have declined, and thus their annual revenue has declined as well. Additionally, maintenance upgrades are needed at the pool facility ranging from basic painting to more serious upgrades to their structure and mechanical facilities.

The current situation calls for the expenditure of funds for basic maintenance issues such as painting and minor repairs. Unfortunately, the pool board does not have funds for this basic maintenance and the pool opening is slated for later this month. As a result, the Pool Board has requested \$25,000 from the City in order to conduct the basic maintenance required to ensure the facility can open as scheduled. These funds will be used for painting and other minor repairs throughout the facility. This is the minimum amount of maintenance required to ensure the facility can open for this summer.

Options & Alternatives:

The Council may choose to deny this request. Doing so would likely result in the pool not being able to open for the summer. Alternatively, the Pool Board would have to find alternative funding to proceed with opening this summer. The Council could also authorize a different amount dedicated to the maintenance issues.

Financial Remarks:

The \$25,000 is an unbudgeted expense and would impact our general fund reserves.

Executive Action:

This item is for discussion at the May 6, 2014 Committee of the Whole meeting and is scheduled consideration the same night.