



## AGENDA COMMON COUNCIL

Wednesday, November 5, 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, 1<sup>st</sup> District  
Edward Johnson, Alderman, 1<sup>st</sup> District  
Peter Hintz, Council President & Alderman, 2<sup>nd</sup> District  
Ruth Dawidziak, Alderman, 2<sup>nd</sup> District  
Tom Vos, Alderman, 3<sup>rd</sup> District  
Jon Schultz, Alderman, 3<sup>rd</sup> District  
Tom Preusker, Alderman, 4<sup>th</sup> District  
Todd Bauman, Alderman, 4<sup>th</sup> District

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 October 21, 2014 (*P. Hintz*)
6. Letters and Communications: (*R. Dawidziak*)
  - A. Correspondence from Alderman Bauman regarding his absence from the November 5 meetings.
7. Reports by Aldermanic Representatives and Department Heads
8. Reports 1-5 (*T. Vos*)
9. Payment of Vouchers (*J. Schultz*)
10. Licenses and Permits (*T. Preusker*)
11. Appointments and Nominations: (*R. Prailes*)
  - A. 2015 Student Representatives

12. **PUBLIC HEARINGS**

None

13. **RESOLUTIONS:**

- A. Resolution 4696(30) to approve an Engagement Letter with Patrick Romenesko, SC for the 2014 Annual Audit and Single Audit of the Clean Water Fund loan not to exceed \$34,800. This item was discussed at the October 21, 2014 Committee of the Whole meeting. *(P. Hintz)*
- B. Resolution 4697(31) to approve a solid waste and recycling collection contract with John's Disposal, Inc. for a term of three years. This item was discussed at the October 21, 2014 Committee of the Whole meeting. *(R. Dawidziak)*
- C. Resolution 4698(32) to approve the award of the Wastewater Treatment Facility Backup Generator Feed Project to Wil-Surge Electric, Inc. for the amount of \$37,505.00. This item was discussed at the October 21, 2014 Committee of the Whole meeting. *(T. Vos)*
- D. Resolution 4699(33) to approve an Amendment to the Project Plan of Tax Incremental District No. 3, City of Burlington, Wisconsin. This item was discussed at tonight's Committee of the Whole meeting. *(J. Schultz)*

14. **ORDINANCES:**

- A. Ordinance 1991(10) to amend Chapter 293-4, "Winter Restricted Parking Regulations" in the City of Burlington Municipal Code. This item was discussed at the October 21, 2014 Committee of the Whole meeting. *(T. Preusker)*

15. **MOTIONS:**

- A. Motion 14-787 to approve a Certificate of Appropriateness and Sign Permit in the HPC Overlay District for 100 E. Chestnut Street. This item was discussed at tonight's Committee of the Whole meeting. *(R. Prailes)*
- B. Motion 14-788 to approve a Certificate of Appropriateness in the HPC Overlay District for 413 N. Pine Street. This item was discussed at tonight's Committee of the Whole meeting. *(E. Johnson)*

16. **ADJOURNMENT** *(P. Hintz)*

*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  
www.burlington-wi.gov

<b>Common Council Agenda Item Number: 5</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Diahnn Halbach, City Clerk	<b>Subject:</b> Meeting Minutes

**Details:**

Attached please find the Minutes from the October 21, 2014 Common Council meetings. 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 November 5, 2014 Common Council meeting.



City of Burlington  
Official Minutes  
Special Common Council  
Robert Miller, Mayor  
Diahn Halbach, City Clerk  
October 21, 2014

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

Mayor Bob Miller called the meeting to order at 5:01 p.m. starting with roll call. Aldermen present: Bob Prailes, Ed Johnson, Peter Hintz, Ruth Dawidziak, Jon Schultz, Tom Vos, Tom Preusker and Todd Bauman. Also present: City Attorney John Bjelajac, City Administrator Kevin Lahner, Police Chief Peter Nimmer and Fire Chief Perry Howard.

2. **Adjourn into Closed Session**

1. **Wis. Stats 19.85(1)(e)**, deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

- To discuss the contract with the Burlington Rescue Squad

A motion was made by Vos with a second by Dawidziak to adjourn into closed session at 5:01 p.m. Roll Call Aye: Prailes, Johnson, Hintz, Dawidziak, Vos, Schultz, Preusker and Bauman. Nay: None. Motion carried 8-0.

3. **Reconvene Into Open Session**

A motion was made by Dawidziak with a second by Johnson to reconvene into open session at 6:50 p.m. With all in favor the motion carried.

4. **Recommendation from Closed Session**

Mayor recommended involving Gateway's Hero Center as an unbiased third party to work with both the City of Burlington Fire Department and Burlington Rescue Squad and to establish a time frame of 90 days to come to finalize a contract.

A motion was made by Bauman with a second by Schultz to work with the Hero Center and establish a time frame of 90 days to finalize a contract between the City of Burlington Fire Department and Burlington Rescue Squad.

Roll Call Aye: Prailes, Johnson, Hintz, Dawidziak, Vos, Rauch, Preusker and Simenson. Nay: None. Motion carried 8-0.

5. **Adjourn**

A motion was made by Bauman with a second by Schultz to adjourn the meeting. With all in favor, the meeting adjourned at 6:51 p.m.

Minutes respectfully submitted by:

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



**CITY OF BURLINGTON**  
**Council Minutes of the Common Council**  
**Robert Miller, Mayor**  
**Diahnn C. Halbach, City Clerk**  
**Tuesday, October 21, 2014**

**1. Call To Order – Roll Call**

Mayor Robert Miller called the meeting to order at 7:26 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.

Also present: City Administrator Kevin Lahner, City Attorney John Bjelajac, Police Chief Peter Nimmer, Public Works Director Craig Workman, Director of Administrative Services Megan Watkins, Treasurer Steve DeQuaker, Library Director Gayle Falk, and Tom Foht of Kapur & Associates.

**2. Pledge of Allegiance**

**3. Citizen Comments**

There were no comments.

**4. Chamber of Commerce Representative**

None

**5. Approval of the October 7, 2014 Common Council Minutes**

A motion was made by Preusker with a second by Hintz to approve the Council Minutes from October 7, 2014. With all in favor, the motion to approve the minutes was carried.

**6. Letters and Communications**

There were none.

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

There were none.

**8. Reports 1-6**

A motion was made by Bauman with a second by Preusker approve Reports 1-6. With all in favor, the motion carried.

**9. Payment of Vouchers**

A motion was made by Prailes with a second by Johnson to approve vouchers, pre-paids and reimbursements in the amount of \$317,022.13.

Schultz question if there was a cost savings noticed from the conversion to LED street lights. Lahner stated staff is monitoring this but exact data is not available yet.

Roll Call Aye: Prailes, Johnson, Hintz, Dawidziak, Vos, Schultz, Schultz, Preusker and Bauman. Nay: None. Motion carried 8-0.

**10. Licenses and Permits**

A motion was made by Johnson with a second by Hintz to approve licenses and permits as presented. Lahner stated the Special Event Permit for Spooky City included closing Pine Street from Jefferson Street to Milwaukee Avenue at the recommendation of the Police Chief.

With all in favor, the motion to approve licenses and permits was carried.

**11. Appointments and Nominations:**

There were no appointments and nominations.

**12. Public Hearing:**

There were none.

**13. Resolutions**

A. Resolution 4695(29) to approve a partnership with the Southeastern Wisconsin Fox River Commission.

A request for a second reading and a motion to approve was made by Hintz with a second by Dawidziak.

Preusker stated that if the partnership with SEWFRC includes dredging breakwaters to make the river navigable and encourages boating, then he is in favor of the partnership. Lahner responded that SEWFRC's goal is to increase access and involves different kinds of dredging projects. Preusker felt the contract was conflicting as written because it was stated they want to encourage navigational channel dredging, but then at the same time they want to regulate boating activities. Preusker inquired if he could get on the Board to represent the City. Lahner stated that the members are determined by State Statute, Act 27, who the Board members are but that he would look further into it.

There was no further discussion.

Roll Call - Aye: Prailes, Johnson, Hintz, Dawidziak, Vos, Schultz, Preusker, and Bauman. Nay: none. Motion approved: 8-0.

**14. Ordinances**

There were none.

**15. Motions**

There were none.

**16. Adjourn Into Closed Session**

A motion was made by Dawidziak with a second by Hintz to adjourn into closed session at 7:42 p.m. per Wis. Stats 19.85(1)(e), deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Roll Call - Aye: Prailes, Johnson, Hintz, Dawidziak, Vos, Schultz, Preusker, and Bauman. Nay: none. Motion approved: 8-0.

**17. Reconvene Into Open Session**

A motion was made by Vos with a second by Preusker to reconvene into open session. With all in favor the motion carried.

**18. Recommendation from Closed Session**

There were none.

**18. Adjourn**

A motion was made by Vos with a second by Dawidziak to adjourn the meeting. With all in favor, the meeting adjourned at 8:02 p.m.

Meeting Minutes Respectfully Submitted by:



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



<b>Common Council Agenda Item Number: 6A</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Alderman Bauman	<b>Subject:</b> Communications

**Details:**

Communication A – Alderman Bauman will be unable to attend the November 5, 2014 Committee of the Whole and Common Council meetings.

**Financial Remarks:**

None.

**Executive Action:**

Staff recommends that the Council accept this communication at the November 5, 2014 Common Council meeting.

Meagan,

I will be out of town on vacation  
and will miss the November 8<sup>th</sup>  
meeting.

Todd Bannock



## CITY OF BURLINGTON

**Administration Department**  
300 N. Pine Street, Burlington, WI, 53105  
(262) 342-1161 – (262) 763-3474 fax  
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<b>Common Council Agenda Item Number: 8</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> City Staff	<b>Subject:</b> Reports 1-5

**Details:**

Attached please find the following reports:

- Report 1 – Library Board minutes, September 23, 2014
- Report 2 - Historic Preservation Commission minutes, September 25, 2014
- Report 3 – Burlington Housing Authority minutes, September 25, 2014
- Report 4 – Committee of the Whole minutes, October 21, 2014
- Report 5 – Committee of the Whole – Budget minutes, October 22, 2014

**Options & Alternatives:**

N/A

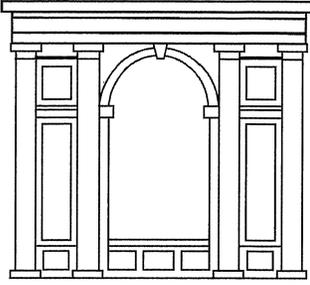
**Financial Remarks:**

None.

**Executive Action:**

Staff recommends that the Common Council accept these Reports at the November 5, 2014 Common Council meeting.

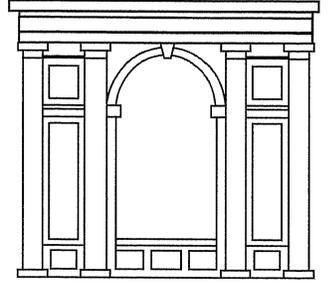




# Burlington Public Library

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

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



## Minutes of the Burlington Public Library Board of Trustees

The Burlington Public Library Board of Trustees met on Tuesday, September 23, 2014 in the Burlington Public Library Meeting Room. Present were Penny Torhorst, Pat Hoffman, Peter Smet, Scott Johnson, Mike Kelly, M.T. Boyle, Dianne Boyle, and Peter Hintz. Also present were Library Director Gayle Falk and Tammy McCarthy. Excused was Pat Hurley.

Torhorst called the meeting to order at 4:00.

Minutes of the August 26 meeting were approved. Smet moved approval, Kelly seconded. Motion passed.

The September 2014 General Fund Bills, Prepays, and Reimbursements and the August General Fund Deposits were approved. M.T. Boyle moved approval and Kelly seconded. Motion passed. Smet moved and Johnson seconded the motion to approve the September 2014 Trust Fund Bills and the August 2014 Trust Fund Deposits. Motion passed.

Committee Reports: There were none.

Federated Library Report: M.T. Boyle reported the Lakeshores meeting is tonight. Boyle spoke briefly about COLAND and SRLAAW and how the library community is looking at efficiencies state wide.

Old Business:

Building Repairs: The Pine Street Entrance is completed and is now open again.

New Business: The 2015 Budget will be presented at a budget workshop on October 8. We will need to make further cuts for the 2016 budget.

Falk mentioned that a patron was cited for disorderly conduct in the library on September 12. Falk has sent the preliminary letter to him banning him from the library. Per our Code of Conduct, the man can appeal the decision to the Library Board.

Falk discussed changes made to the By-Laws of the Burlington Public Library Board of Trustees which were introduced at a previous meeting. Kelly moved approval and Johnson seconded. Motion passed

The board reviewed Chapter 4: Effective Board Meetings and Trustee Participation. Board members discussed various aspects of Board meetings. M.T. Boyle announced that this year at WLA they would be having Trustee education on November 6. WLA plans to have Trustee training each year.

Directors Report:

Monthly Report: Falk reported that usage of our Internet computers does not include those registered manually by staff. These users are usually from out of town or don't have a library card.

Falk also reported there are two CDs coming up for renewal. Johnson asked if there were any other investment opportunities we could investigate to earn a higher yield. Falk said she would check into it.

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

Falk reminded the Library Board about the Trustee Dinner on October 30, 2014 in Lake Geneva at Hawk's View. Please let her know by October 15th if you are interested in attending.

Public Communication to the Board: There were several articles and calendar events.

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

Our next meeting will be on Tuesday, October 28<sup>th</sup> at 4:00 p.m. in the Burlington Public Library meeting room.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Peter Hintz".

Peter Hintz,  
Aldermanic Representative



**HISTORIC PRESERVATION COMMISSION  
MEETING MINUTES  
Thursday, September 25, 2014**

The meeting was called to order by Chairman Stelling at 6:30 p.m. Alderman Tom Preusker; Commissioner Jeff Erickson; and Commissioner Joel Weis were present. Commissioner Maria Veronico and Commissioner Judy Stone were excused. Park Board President Darrel Eisenhardt was absent. Racine County Economic Development Corporation Tina Chitwood was present. Building Inspector Patrick Scherrer was excused.

**CITIZEN COMMENTS**

There were no citizen comments.

Park Board President Darrel Eisenhardt arrived at 6:31 p.m.

**APPROVAL OF MINUTES**

Commissioner Erickson moved, and Alderman Tom Preusker seconded to approve the minutes of August 28, 2014. All were in favor and the motion carried.

**LETTERS AND COMMUNICATIONS**

None

**NEW BUSINESS**

**A. A Certificate of Appropriateness from Kristen Parks of Hounds Detectors & Hobbies for the property located at 456 Milwaukee Avenue to install three awnings.**

- Stelling introduced and opened this item for discussion.
- Dennis Spanskoski from Burli Signs stated the one awning is 9 feet long and two awnings are 15 feet long with all 6 inch letters for the logo on a Pacific Blue awning that will not be attached to the marble on the building.
- Eisenhardt questioned what the material of the awning is made of. Dennis stated is it made of synthetic fabric. Preusker questioned if the color was the darker blue. Kristen responded it is the darker one of the two blues.

- There were no further comments.
- Alderman Preusker moved, and Commissioner Weis seconded to recommend the approval of the Certificate of Appropriateness to install three awnings, subject to Patrick Meehan's memorandum.
- All were in favor and the motion carried.

**B. A Sign Permit Application from Kristen Parks of Hounds Detectors & Hobbies for the property located at 456 Milwaukee Avenue to install one overhanging sign.**

- Stelling introduced and opened this item for discussion.
- Dennis stated the sign is 40 inches high by 48 inches wide made of a solid piece of PVC material swinging on a mast.
- Preusker questioned if a one dimensional sign is approved in the Historic District. Stelling stated it is a historical style sign. Erickson stated since it is the logo for the business it is allowed.
- There were no further comments.
- Alderman Preusker moved, and Commissioner Erickson seconded to recommend approval of the Sign Permit Application to install one overhanging sign, subject to Patrick Meehan's memorandum.
- All were in favor and the motion carried.

**C. A Façade Grant Program Application from Kristen Parks of Hounds Detectors & Hobbies for the property located at 456 Milwaukee Avenue to install three awnings and one overhanging sign.**

- Stelling introduced and opened this item for discussion.
- Preusker questioned how the grant fund works and if the City matches dollar for dollar.
- Stelling stated the City reimburses 50% of the estimated cost of the project, but not to exceed \$5000.
- There were no further comments.
- Commissioner Erickson moved, and Commissioner Weis seconded to recommend approval of the Façade Grant Program in the amount of \$2,438.32 for the three awnings and one overhanging sign, subject to Patrick Meehan's memorandum.

- All were in favor and the motion carried.
- Roll call: Chairman Tom Stelling; Alderman Tom Preusker; Commissioner Jeff Erickson; Commissioner Joel Weis; and Park Board Darrel Eisenhardt were present. Commissioner Maria Veronico and Commissioner Judy Stone were excused.

**D. A Certificate of Appropriateness from Dennis Spankowski of Burli Signs for the property located at 484 N. Pine Street to install one wall sign.**

- Stelling introduced and opened this item for discussion.
- Dennis stated the letters are raised a little from the building and there is a discrepancy in the color choice. The color of the letters will be either white or gold against a Blue Sky board. Dennis stated eventually two goose neck lighting will be installed. Stelling stated the colors and lighting will need to have the HPC approval before installation.
- There were no further comments.
- Commissioner Erickson moved, and Alderman Preusker seconded to recommend approval of the Certificate of Appropriateness for the wall sign to be installed, subject to Patrick Meehan's memorandum and after an on-site response team from three of the HPC members have reviewed and approved the color prior to installation.
- All were in favor and the motion carried.

**E. A Sign Permit Application from Dennis Spankowski of Burli Signs for the property located at 484 N. Pine Street to install one wall sign.**

- Stelling introduced and opened this item for discussion.
- There were no comments.
- Alderman Preusker moved, and Commissioner Weis seconded to recommend approval of the Sign Permit Application to install one wall sign, subject to Patrick Meehan's memorandum and the pending color to be determined later.
- All were in favor and the motion carried.

**F. A Façade Grant Program Application from Ken Lois of Bumper to Bumper for the property located at 701 N. Pine Street to install a door and frames.**

- Stelling introduced and opened this item for discussion.
- Tina Chitwood stated that Ken Lois applied for the grant after the installation of the door and frame were approved last month. She stated that Kevin Lahner transferred the difference of \$435.37 into the Façade Grant Program to allow Ken Lois to receive the full grant amount of \$2,380.90.
- Ken stated the colors chosen for the door and frame are Slate Gray and Colonial Red.
- There were no further comments.
- Commissioner Erickson moved, and Commissioner Weis seconded to recommend approval of the Façade Grant Program in the amount of \$2,380.90 to install a door and window frame, subject to Patrick Meehan's memorandum.
- All were in favor and the motion carried.
- Roll call: Chairman Tom Stelling; Alderman Tom Preusker; Commissioner Jeff Erickson; Commissioner Joel Weis; and Park Board Darrel Eisenhardt were present. Commissioner Maria Veronico and Commissioner Judy Stone were excused.

## **DICUSSION ITEM**

### **Review of Façade Grant Funding Status.**

- Stelling introduced and opened this item for discussion.
- Stelling stated with the last request for a grant, the funds are exhausted. Tina stated the City will bring the request for more funds to the Budget Meeting for 2015. Tina stated that Administrator Lahner had discussed with her that no one is to accept any applications for 2014 until the Council has taken action for approving more funds because there are no guarantees that the funds will be replenished. Preusker stated a series of Budget meetings will begin the first week of October and go weekly until the end of October. Eisenhardt questioned what the amount being recommended is. Stelling stated that no specific amount is being asked for, it is designated for the Façade Grant and comes out of the Budget.
- Preusker stated that it might be better to request a smaller amount for one year instead of the funds lasting for multiple years. He stated the City should not stop or discourage business owners to submit a fund application since it would show a demand for more funds. Erickson questioned why the City cannot have a waiting list. Discussion was ensued that the business owners, would assume the funds will be available by having a waiting list.
- Preusker commented that Schuette Daniels will not be reopening. Erickson stated they would like to have a grant for new windows to be installed.

- There were no further comments.

**ADJOURNMENT**

Commissioner Eisenhardt moved and Alderman Preusker seconded to adjourn the meeting at 7:10 p.m. *All were in favor and the motion carried.*

Recording Secretary  
Kristine Anderson  
Administrative Assistant



Housing Authority of City of Burlington Wisconsin  
Riverview Manor  
September 25, 2014

The regular monthly meeting of the Housing Authority of City of Burlington Wisconsin was held on Thursday, September 25<sup>th</sup> 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 present.

Minutes from the regular monthly meeting of August 21<sup>st</sup> were approved with a motion by Stublely and seconded by Stoehr, motion carried unanimously.

**FINANCIAL REPORT:**

Reserve Account balances as of August 31, 2014  
(See statement balance sheet)

**OCCUPANCY REPORT:**

Manager Olson reported 43 on the waiting list for 1 bedroom units and 8 for 2 bedroom units.

**BUILDING AND MAINTENANCE:**

WPI Communication System Inc. has installed the new access system. Manager Olson is looking into a more simplified entrance system for the main entry.

PBBS adjusted the invoice with a credit of approximately \$700.00 on boiler labor and parts due to lack of information when the initial proposal was made.

Manager Olson and board members discussed the Otis elevator and safety items that are not currently installed. No action taken but Manager Olson will obtain information regarding such items including phone and alarms.

**(MPR Update)**

Bids have been received from two moving companies and after discussion it was suggested that a third company be contacted.

As many residents as possible will be relocated in the vacant units at Riverview Manor when construction begins. The Rainbow Motel confirmed the availability for any remaining residents who must be moved to an outside facility.

Manager Olson stated that there will be some storage available on site and television will be available in common areas. She will also work with tenants who have Life Alert or use similar programs.

The board will meet in a special session on Monday October 1<sup>st</sup>. to review bids submitted for the refurbishing at RVM.

#### COMMUNICATION

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

#### NEW BUSINESS

A motion was made by Heck, seconded by Stoehr to approve Manager Olson and Chairman Lapp attendance at the WI-CARH Conference in Wisconsin Dells on November 18<sup>th</sup>.

#### UNFINISHED BUSINESS

#### ADJOURNMENT

There being no further business, motion to adjourn was made by Stoehr, seconded by Iselin to adjourn and carried unanimously. Meeting adjourned at 8:00 P.M. The next monthly meeting has been tentatively scheduled for October 22<sup>nd</sup>.



Ralph Heck, Secretary



**Finance Department**

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

<b>Common Council Agenda Item Number: 9</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Steve DeQuaker, Treasurer 	<b>Subject:</b> Prepays and Vouchers

**Details:**

Attached please find the Prepays and Vouchers list for bills accrued through November 5, 2014:

Total Prepays:	\$92,996.13
Total Vouchers:	\$154,674.50
Reimbursements:	\$596.24
<b>Grand Total:</b>	<u><u>\$248,266.87</u></u>

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

- Financial Remarks: 5 Largest Disbursements on Prepays and Vouchers**
1. Advanced Disposal Services – Residential Trash and Recycle 09/01/14-09/30/14 \$44,856.75
  2. L.W. Allen, Inc. – Submersible Station Upgrade \$34,749.00
  3. Starnet Technologies – SCADA Upgrades \$30,046.00
  4. Scherrer Construction Co. – Pine Street Steps Project \$13,930.00
  5. Wanasek – Maryland Avenue Valve Replacement \$5,647.03

**Executive Action:**  
Staff recommends that the Common Council accept these Prepays and Vouchers in the amount of \$248,266.87 at the November 5, 2014 Common Council meeting.

**For Council Approval November 5, 2014**

Prepays:	10/17/14	\$3,916.44
	10/24/14	\$89,079.69
<b>Total Prepays</b>		<u>\$92,996.13</u>

Vouchers: 11/05/14 \$154,674.50

Reimbursements: 10/31/14 \$596.24

**GRAND TOTAL** \$248,266.87

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 Nov	153138	10/07/2014	734.85	10/14	PC
100-434312-000	OPERATOR LICENSES							
	616	WILLIAMS, SONDR	REFUND OF PROVISIONAL	1.045023	09/30/2014	15.00	10/14	PC
100-515132-153	ADMIN - EBC							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC ADMIN	1075495	10/16/2014	2.05	10/14	PC
100-515132-225	ADMIN - TELEPHONE							
	7343	AT & T	262 763-3747 163 6 Admin	26276334741014	10/04/2014	18.38	10/14	PC
Total ADMINISTRATOR						20.43		
100-515141-153	FINANCE - EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC FINANCE	1075495	10/16/2014	.20	10/14	PC
100-515141-225	FINANCE - TELEPHONE							
	7343	AT & T	262 763-3747 163 6 Finance	26276334741014	10/04/2014	18.38	10/14	PC
Total FINANCE						18.58		
100-525211-153	POLICE - EMP BENEFITS COOP							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC POLICE	1075495	10/16/2014	6.50	10/14	PC
100-525211-225	POLICE - TELEPHONE							
	7343	AT & T	262 763-3747 163 6 Police	26276334741014	10/04/2014	91.88	10/14	PC
Total POLICE DEPT.						98.38		
100-525220-153	FIRE - EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC FIRE	1075495	10/16/2014	4.00	10/14	PC
100-525220-211	FIRE - PHYSICALS							
	8466	SPENCER, JOSHUA & SARA	Walgreens FSA RX 0854927	10/05/14	10/05/2014	31.99	10/14	PC
100-525220-225	FIRE - TELEPHONE							
	7343	AT & T	262 763-3747 163 6 Fire	26276334741014	10/04/2014	73.51	10/14	PC
Total FIRE DEPT.						109.50		
100-535321-153	STREETS - EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC STREET	1075495	10/16/2014	6.00	10/14	PC
100-535321-220	STREETS - UTILITIES							
	3330	WE ENERGIES	0688-843-174 830 Milw Ave	388843174SEPT14	10/08/2014	323.86	10/14	PC
100-535321-225	STREETS - TELEPHONE							
	7343	AT & T	262 763-3747 163 6 DPW	26276334741014	10/04/2014	36.75	10/14	PC
100-535321-261	STREETS - LIGHTING							
	3330	WE ENERGIES	0088-492-988 Traffic Signal	088492988SEPT14	10/07/2014	36.93	10/14	PC

PD = Fully Paid Invoice PR = Partially Paid Invoice

pre paid  
10-17-14

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
	3330	WE ENERGIES	3073-922-427 Milw Ave Echo Lk	073922427SEPT14	09/08/2014	8.96	10/14	PC
	3330	WE ENERGIES	3277-994-067 Traffic Signal Controller	277994067SEPT14	10/07/2014	45.27	10/14	PC
	3330	WE ENERGIES	4067-122-145 PARKING LOT	067122145SEPT14	10/07/2014	23.24	10/14	PC
	3330	WE ENERGIES	4440-397-780 Beaumont Field	440397780SEPT14	09/08/2014	60.81	10/14	PC
	3330	WE ENERGIES	5639-265-567 650 Milwaukee Ave	339265567SEPT14	10/07/2014	179.12	10/14	PC
	3330	WE ENERGIES	6438-309-692 Traffic Signal	3438309692OCT14	10/09/2014	108.70	10/14	PC
	3330	WE ENERGIES	6838-102-431 Traffic Signal	838102431SEPT14	10/08/2014	280.89	10/14	PC
						743.92	*	
Total STREET ADMINISTRATION						1,110.53		
100-555551-153	PARKS - EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC PARK	1075495	10/16/2014	2.00	10/14	PC
100-555551-220	PARKS - UTILITIES							
	3330	WE ENERGIES	1486-453-053 Storage Garage	486453053SEPT14	10/08/2014	18.27	10/14	PC
	3330	WE ENERGIES	2625-548-774 Restrooms at Ballpark	325548774SEPT14	10/07/2014	17.29	10/14	PC
	3330	WE ENERGIES	2672-334-997 Cabinet Parking Lot	372334997SEPT14	10/07/2014	146.84	10/14	PC
	3330	WE ENERGIES	3406-030-405 732 Maryland Ave	406030405SEPT14	10/07/2014	27.05	10/14	PC
	3330	WE ENERGIES	4447-370-241 Pavillion	4447370241OCT14	10/07/2014	33.68	10/14	PC
	3330	WE ENERGIES	4484-977-713 Riverside Park	484977713SEPT14	10/07/2014	62.51	10/14	PC
	3330	WE ENERGIES	5200-062-983 517 Congress St	200062983SEPT14	10/07/2014	8.96	10/14	PC
	3330	WE ENERGIES	5276-292-324 Lighting for bike path	276292324SEPT14	10/07/2014	25.21	10/14	PC
	3330	WE ENERGIES	7060-825-262 712 Maryland Ave	060825262SEPT14	10/07/2014	20.27	10/14	PC
	3330	WE ENERGIES	8893-353-410 Electric Sunset Dr	893353410SEPT14	09/28/2014	49.03	10/14	PC
						409.11	*	
Total PARKS						411.11		
Total GENERAL FUND						2,518.38		
251-555511-153	EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC LIBRARY	1075495	10/16/2014	16.75	10/14	PC
Total FUND EXPENSES						16.75		
Total LIBRARY OPERATIONS FUND						16.75		
621-575740-153	EMPLOYEE BENEFITS							
	5090	EMPLOYEE BENEFITS CORPORATIO	EBC WWTP	1075495	10/16/2014	5.20	10/14	PC
621-575740-220	WWTP-ELECTRIC							
	3330	WE ENERGIES	7672-906-685 Lift Station 2224 S Milw	372906685SEPT14	10/08/2014	183.35	10/14	PC
	3330	WE ENERGIES	8635-875-051 Krift Av 800 Ft S Industrial	335875051SEPT14	10/02/2014	63.41	10/14	PC
						246.76	*	
621-575740-249	LABORATORY							
	8332	COMDATA	Roundy's Comata	092207	09/22/2014	108.00	10/14	PC
Total WASTEWATER FUND EXPENSES						359.96		

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
Total WASTEWATER OPERATIONS FUND						359.96		
622-509210-000	OFFICE SUPPLY							
	7343 AT & T		262 763-3747 163 6 Water	26276334741014	10/04/2014	36.75	10/14	PC
Total 622-509210						36.75		
622-509260-153	EMPLOYEE BENEFITS							
	5090 EMPLOYEE BENEFITS CORPORATIO	EBC WATER		1075495	10/16/2014	9.30	10/14	PC
Total 622-509260						9.30		
Total WATER UTILITY FUND						46.05		
623-575740-220	ELECTRIC							
	3330 WE ENERGIES		3243-871-135 Bieneman Road	243871135SEPT14	10/07/2014	11.23	10/14	PC
	3330 WE ENERGIES		4066-688-457 703 Airport Office Gas	066688457SEPT14	10/07/2014	15.30	10/14	PC
	3330 WE ENERGIES		4619-277-006 703 Airport Office Electric	319277006SEPT14	10/07/2014	444.56	10/14	PC
	3330 WE ENERGIES		6069-094-440 Airport Runway Lights	069094440SEPT14	10/07/2014	282.02	10/14	PC
	3330 WE ENERGIES		6280-861-972 Runway 29 Lighting	280861972SEPT14	10/07/2014	9.82	10/14	PC
	3330 WE ENERGIES		6831-002-581 FUELING AREA	331002581SEPT14	10/07/2014	69.21	10/14	PC
	3330 WE ENERGIES		7460-654-921 707 Airport Rd	460654921SEPT14	10/07/2014	49.65	10/14	PC
	3330 WE ENERGIES		8044-510-981 HANGAR	044510981SEPT14	10/07/2014	9.38	10/14	PC
	3330 WE ENERGIES		8460-785-002 Bieneman Rd Beacon	460785002SEPT14	10/07/2014	29.02	10/14	PC
						920.19	*	
623-575740-225	TELEPHONE							
	7343 AT & T		262 763-3747 163 6 Airport	26276334741014	10/04/2014	55.11	10/14	PC
Total 623-575740						975.30		
Total AIRPORT FUND						975.30		
Grand Total:						3,916.44		

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

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

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

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
100-454521-001	BOND FEES							
	2485	RACINE COUNTY CLERK OF COURT	Williams, Bob A., Case: 14-14282	WILLIAMS	10/10/2014	5,000.00	10/14	PC
	7366	RACINE CO T & M COURT	Swihart, Wayne A., Case: 14-13828	SWIHART (2)	09/30/2014	1,150.00	10/14	PC
	7496	BLOOMFIELD POLICE DEPT	Goodman, Leah, Case: 308215342	GOODMAN	10/17/2014	124.00	10/14	PC
	8517	Town of Burlington	Cassens, Jacob, Case: 14-3852	CASSENS	10/17/2014	1,005.00	10/14	PC
						7,279.00		*
Total 100-454521						7,279.00		
100-515121-294	MUNI COURT - JAIL COSTS							
	2510	RACINE CO SHERIFF DEPT.	Ra Co Sheriff's board & lodging 3rd qtr	898	10/16/2014	160.00	10/14	PC
100-515121-310	MUNI COURT - OFFICE SUPPLIES							
	8734	BMO HARRIS BANK N.A.	walmart - split	4292 10/14	10/15/2014	14.09	10/14	PC
Total MUNICIPAL COURT						174.09		
100-515132-225	ADMIN - TELEPHONE							
	7094	AT & T LONG DISTANCE	AT & T LONG DISTANCE ADMIN	829440291-09/14	10/23/2014	250.19	10/14	PC
100-515132-399	ADMIN - SUNDRY EXPENSES							
	8734	BMO HARRIS BANK N.A.	walmart - split	4292 10/14	10/15/2014	32.88	10/14	PC
	8744	BMO HARRIS BANK N.A.	BJ Wentkers	2547 10/14	10/15/2014	26.76	10/14	PC
	8754	BMO HARRIS BANK N.A.	Walmart - Cow Budget Work Shop	4238 10/14	10/15/2014	8.13	10/14	PC
	8754	BMO HARRIS BANK N.A.	Walmart - Cow Budget Work Shop	4238 10/14	10/15/2014	56.88	10/14	PC
	8754	BMO HARRIS BANK N.A.	Kwik Trip	4238 10/14	10/15/2014	3.99	10/14	PC
	8754	BMO HARRIS BANK N.A.	Walmart - Cow Budget Meeting	4238 10/14	10/15/2014	26.44	10/14	PC
						155.08		*
Total ADMINISTRATOR						405.27		
100-515140-399	GENERAL CODE & MISC PUB							
	8734	BMO HARRIS BANK N.A.	walmart - split	4292 10/14	10/15/2014	14.09	10/14	PC
Total CITY CLERK						14.09		
100-515141-225	FINANCE - TELEPHONE							
	7094	AT & T LONG DISTANCE	AT & T LONG DISTANCE FINANCE	829440291-09/14	10/23/2014	227.79	10/14	PC
	8754	BMO HARRIS BANK N.A.	Amazon:Wireless Phone Accessory	4238 10/14	10/15/2014	12.99	10/14	PC
						240.78		*
100-515141-246	FINANCE, REPAIR, MAINT OFF EQUI							
	8754	BMO HARRIS BANK N.A.	Amazon: Scanner	4238 10/14	10/15/2014	187.63	10/14	PC
100-515141-310	FINANCE - OFFICE SUPP/POSTAGE							
	8754	BMO HARRIS BANK N.A.	Walmart - Budget Partner Meetings	4238 10/14	10/15/2014	33.94	10/14	PC
	8754	BMO HARRIS BANK N.A.	USPS	4238 10/14	10/15/2014	5.75	10/14	PC
	8754	BMO HARRIS BANK N.A.	Walmart - Budget Partner Meetings	4238 10/14	10/15/2014	21.64	10/14	PC
						61.33		*
100-515141-312	FINANCE - COMP SUPPLIES MAINT							
	8754	BMO HARRIS BANK N.A.	Walmart - Office Supplies	4238 10/14	10/15/2014	29.84	10/14	PC
100-515141-399	FINANCE - MISC. EXPENSES-PUBLI							
	8734	BMO HARRIS BANK N.A.	walmart - split	4292 10/14	10/15/2014	32.88	10/14	PC

PD = Fully Paid Invoice PR = Partially Paid Invoice

10-24-14  
Prepaid

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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
Total FINANCE						552.46		
100-525211-220	POLICE - UTILITY SERVICES							
	3330 WE ENERGIES		1461-190-073 Gas 224 E Jefferson St	461190073SEPT14	09/23/2014	179.81	10/14	PC
	3330 WE ENERGIES		5843-681-877 224 E Jefferson Electric	843681877SEPT14	09/24/2014	1,841.19	10/14	PC
						2,021.00	*	
100-525211-225	POLICE - TELEPHONE							
	7094 AT & T LONG DISTANCE		AT & T LONG DISTANCE POLICE	829440291-09/14	10/23/2014	544.21	10/14	PC
100-525211-244	POLICE - REPAIR & MAINTENANCE							
	8747 BMO HARRIS BANK N.A.		TAPCO - Blinker Paddle	0486 10/14	10/15/2014	465.50	10/14	PC
100-525211-248	POLICE - REP & MAINT BUILDING							
	8746 BMO HARRIS BANK N.A.		Amazon: Compact Freezer with Lock	4250 10/14	10/15/2014	179.99	10/14	PC
100-525211-330	POLICE - TRAVEL							
	8746 BMO HARRIS BANK N.A.		Lucky Star	4250 10/14	10/15/2014	28.79	10/14	PC
	8747 BMO HARRIS BANK N.A.		Chula Vista	0486 10/14	10/15/2014	70.00	10/14	PC
						98.79	*	
100-525211-533	POLICE - COPY MACHINE RENT							
	8707 KONICA MINOLTA PREMIER FINANCE		CONTRACT PAYMENT FOR COPY MACH	263588451	09/30/2014	366.18	10/14	PC
Total POLICE DEPT.						3,675.67		
100-525220-157	FIRE - INSERVICE TRAINING							
	8749 BMO HARRIS BANK N.A.		WSFIA CONFERENCE	4300 10/14	10/15/2014	285.00	10/14	PC
	8749 BMO HARRIS BANK N.A.		Gateway: Fund of Fire Fighting Skills	4300 10/14	10/15/2014	553.88	10/14	PC
						838.88	*	
100-525220-220	FIRE - UTILITY SERVICES							
	3330 WE ENERGIES		8403-026-057 Fire Dept 165 Washington St	3403026057OCT14	10/19/2014	726.27	10/14	PC
100-525220-225	FIRE - TELEPHONE							
	7094 AT & T LONG DISTANCE		AT & T LONG DISTANCE FIRE	829440291-09/14	10/23/2014	208.41	10/14	PC
100-525220-244	FIRE - REPAIR MAINT EQUIPMENT							
	8735 BMO HARRIS BANK N.A.		Illinois Fire Store - Helmets	9205 10/14	10/15/2014	689.80	10/14	PC
100-525220-298	FIRE- CONTRACT SERVICES							
	8735 BMO HARRIS BANK N.A.		License Management	9205 10/14	10/15/2014	100.00	10/14	PC
100-525220-310	FIRE - OFFICE SUPPLIES							
	8749 BMO HARRIS BANK N.A.		Save Rite Medical	4300 10/14	10/15/2014	78.81	10/14	PC
	8749 BMO HARRIS BANK N.A.		Walgreens	4300 10/14	10/15/2014	52.77	10/14	PC
	8749 BMO HARRIS BANK N.A.		USPS	4300 10/14	10/15/2014	5.75	10/14	PC
	8749 BMO HARRIS BANK N.A.		Amazon: toner	4300 10/14	10/15/2014	99.95	10/14	PC
						237.28	*	
Total FIRE DEPT.						2,800.64		
100-525231-330	BLDG INSP - TRAVEL							
	3618 BIASEW		BIASEW NOV 12-13 BLDG INSP PAT SCHERRI	111214	10/24/2014	50.00	10/14	PC

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
Total BUILDING INSP.						50.00		
100-535321-225	STREETS - TELEPHONE							
	7094	AT & T LONG DISTANCE	AT & T LONG DISTANCE DPW	829440291-09/14	10/23/2014	32.54	10/14	PC
100-535321-298	STREETS - CONTRACT SERVICES							
	5917	Advanced Disposal Services	Advanced Disposal DPW	C60001208303	09/30/2014	147.61	10/14	PC
100-535321-310	STREETS - OFF SUPP/POSTAGE							
	8741	BMO HARRIS BANK N.A.	USPS	3100 10/14	10/15/2014	20.60	10/14	PC
100-535321-374	STREETS -EMERGENCY GOVT SAFETY							
	8755	BMO HARRIS BANK N.A.	WI Cyber Security Summit	9315 10/14	10/15/2014	40.00	10/14	PC
Total STREET ADMINISTRATION						240.75		
100-555551-350	PARKS - REPAIR/MTCE SUPPLIES							
	8742	BMO HARRIS BANK N.A.	Tractor Supply	0447 10/14	10/15/2014	49.16	10/14	PC
Total PARKS						49.16		
100-565639-399	ECONOMIC DEVELOPMENT							
	555	BURLINGTON AREA SCHOOL DIST.	35% Tourism Portion 3rd qtr Room Tax	101614	10/16/2014	13,623.00	10/14	PC
	2495	RACINE CO ECONOMIC DEV. CORP.	35%Tourism Portion of 3rd qtr Room Tax	101614	10/16/2014	13,623.00	10/14	PC
						27,246.00	*	
Total ECONOMIC DEVELOPMENT						27,246.00		
100-575710-297	GARBAGE- CONTRACT SVCS-RECYC							
	5917	Advanced Disposal Services	Advanced Disposal Recycle	C60001205241	09/30/2014	12,684.54	10/14	PC
	5917	Advanced Disposal Services	RIVERVIEW MANOR RECYCLE	C60001205251	09/30/2014	78.01	10/14	PC
						12,762.55	*	
100-575710-298	GARBAGE - CONTRACT SVCS PICKUP							
	5917	Advanced Disposal Services	Advanced Disposal Trash	C60001205241	09/30/2014	30,103.69	10/14	PC
	5917	Advanced Disposal Services	Advanced Disposal Comm Trash	C60001205241	09/30/2014	136.89	10/14	PC
	5917	Advanced Disposal Services	Advanced Disposal Fuel Charge	C60001205241	09/30/2014	1,931.63	10/14	PC
	5917	Advanced Disposal Services	RIVERVIEW MANOR TRASH	C60001205251	09/30/2014	213.69	10/14	PC
						32,385.90	*	
Total GARBAGE COLLECTION						45,148.45		
Total GENERAL FUND						87,635.58		
251-555511-225	TELEPHONE							
	8737	BMO HARRIS BANK N.A.	Google - on going	0568 10/14	10/15/2014	54.16	10/14	PC
251-555511-318	AUTOMATION							
	8737	BMO HARRIS BANK N.A.	dell	0568 10/14	10/15/2014	148.98	10/14	PC

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
251-555511-330	INSERVICE TRAINING/TRAVEL							
	8736 BMO HARRIS BANK N.A.		WI Library Assoc Conference	175610/14	10/15/2014	187.00	10/14	PC
	8745 BMO HARRIS BANK N.A.		WI Library Assoc	3671 10/14	10/15/2014	277.00	10/14	PC
	8745 BMO HARRIS BANK N.A.		Kalahari Resort	3671 10/14	10/15/2014	99.00	10/14	PC
	8745 BMO HARRIS BANK N.A.		Lakeshore Library	3671 10/14	10/15/2014	39.00	10/14	PC
						602.00	*	
251-555511-345	PROGRAMS							
	8739 BMO HARRIS BANK N.A.		Sentimental Products	0550 10/14	10/15/2014	34.95	10/14	PC
	Total FUND EXPENSES					840.09		
	Total LIBRARY OPERATIONS FUND					840.09		
621-575740-220	WWTP-ELECTRIC							
	3330 WE ENERGIES		8098-971-449 Sewer Lift - Fox River Landing	3098971449OCT14	10/09/2014	32.62	10/14	PC
621-575740-225	TELEPHONE							
	7692 VERIZON WIRELESS		SCADA WWTP Acct # 242013605-00001	9733490078	10/10/2014	27.08	10/14	PC
621-575740-248	PLANT OPERATION							
	5917 Advanced Disposal Services		Advanced Disposal Wastewater	C60001205250	09/30/2014	64.49	10/14	PC
	8750 BMO HARRIS BANK N.A.		Amazon	5497 10/14	10/15/2014	205.65	10/14	PC
						270.14	*	
621-575740-310	OFFICE SUPPLIES, POSTAGE							
	8741 BMO HARRIS BANK N.A.		USPS	3100 10/14	10/15/2014	5.95	10/14	PC
	Total WASTEWATER FUND EXPENSES					335.79		
	Total WASTEWATER OPERATIONS FUND					335.79		
622-506230-000	SUPPLIES							
	8750 BMO HARRIS BANK N.A.		AVG.com	5497 10/14	10/15/2014	56.09	10/14	PC
	Total 622-506230					56.09		
622-509210-000	OFFICE SUPPLY							
	7094 AT & T LONG DISTANCE		AT & T LONG DISTANCE WATER	829440291-09/14	10/23/2014	65.65	10/14	PC
	7343 AT & T		AT & T WATER DEPT 414 R24-8901 367 9	414R42890110/14	10/10/2014	68.95	10/14	PC
						134.60	*	
	Total 622-509210					134.60		
622-509260-000	EMPLOYEE REIMBURSEMENT							
	6168 WI DNR-OPERATOR CERTIFICATION		WI DNR - Renewal for Hintz	102214LH	10/13/2014	45.00	10/14	PC
	Total 622-509260					45.00		

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
Total WATER UTILITY FUND						<u>235.69</u>	
623-575740-225	TELEPHONE						
	7094	AT & T LONG DISTANCE	AT & T LONG DISTANCE AIRPORT	829440291-09/14	10/23/2014	<u>32.54</u>	10/14 PC
Total 623-575740						<u>32.54</u>	
Total AIRPORT FUND						<u>32.54</u>	
Grand Total:						<u><u>89,079.69</u></u>	

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

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

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

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
100-515111-399	CITY COUNCIL - PUBLICATION						
	2790	SOUTHERN LAKES NEWSPAPERS LI	Standard Press Legals - Zoning	179721	10/09/2014	136.30	11/14
	2790	SOUTHERN LAKES NEWSPAPERS LI	Standard Press Legals - ZBA Hearing	180536	10/02/2014	60.46	11/14
	2790	SOUTHERN LAKES NEWSPAPERS LI	Standard Press Legals - Ordinances	181868	10/16/2014	25.05	11/14
						221.81	*
Total CITY COUNCIL						221.81	
100-515121-243	MUNI COURT - SERVICE CONTRACTS						
	1584	JAMES IMAGING SYSTEMS, INC.	Muni Toshiba ES550	566508	10/15/2014	14.93	11/14
Total MUNICIPAL COURT						14.93	
100-515132-310	ADMIN - OFF SUPP-POSTAGE						
	2470	QUILL CORPORATION	QUILL - Admin Envelopes	6895484	10/10/2014	155.58	11/14
	7679	STAPLES ADVANTAGE	STAPLES ADMIN OFFICE SUPPLIES	8031617380	10/04/2014	67.80	11/14
						223.38	*
100-515132-324	ADMIN - MEMBERSHIP DUES						
	4972	BURLINGTON ROTARY CLUB	BURLINGTON ROTARY CLUB K LAHNER	51398	09/30/2014	183.00	11/14
100-515132-399	ADMIN - SUNDRY EXPENSES						
	3635	RICHTER'S MARKETPLACE	water refill (split)	10/21/14CH	10/21/2014	2.93	11/14
Total ADMINISTRATOR						409.31	
100-515140-310	CLERK - OFFICE SUPPLIES						
	3635	RICHTER'S MARKETPLACE	water refill (split)	10/21/14CH	10/21/2014	2.92	11/14
	7679	STAPLES ADVANTAGE	STAPLES CITY CLERK SUPPLIES	8031617380	10/04/2014	25.33	11/14
						28.25	*
Total CITY CLERK						28.25	
100-515141-533	FINANCE - COPY MACHINE RENTAL						
	1584	JAMES IMAGING SYSTEMS, INC.	Fin Toshiba ES550	566508	10/15/2014	44.78	11/14
Total FINANCE						44.78	
100-525211-211	POLICE - PHYSICALS						
	4154	AURORA HEALTH CARE	AURORA MED GROUP POLICE DEPT	125227568	10/12/2014	34.00	11/14
100-525211-225	POLICE - TELEPHONE						
	5016	WI DEPT OF JUSTICE-2688	WI DEPT OF JUSTICE-TIME	T17788	10/13/2014	360.00	11/14
100-525211-240	POLICE - FUEL, OIL						
	1050	DOUG'S AUTO	DOUGS AUTO POLICE OIL CHANGE	023383	09/30/2014	24.95	11/14
	1050	DOUG'S AUTO	DOUGS AUTO POLICE OIL CHANGE	023431	10/10/2014	24.95	11/14
	1050	DOUG'S AUTO	DOUGS AUTO POLICE OIL CHANGE	023434	10/10/2014	24.95	11/14
						74.85	*
100-525211-242	POLICE - REPAIR/MTCE EQUIP						
	1050	DOUG'S AUTO	Police Dept repairheadlamp connec	023235	08/27/2014	66.48	11/14
	1050	DOUG'S AUTO	DOUGS AUTO POLICE TIRE REPAIR	023408	10/06/2014	36.50	11/14
	5477	BUMPER TO BUMPER	BUMPER TO BUMPER POLICE	274507	10/20/2014	113.58	11/14

PD = Fully Paid Invoice PR = Partially Paid Invoice

Vouchers  
11-05-2014

9

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
						216.56	*
100-525211-244	POLICE - REPAIR & MAINTENANCE						
	5364 DIGICORP		DIGICORP POLICE DPT	305834	09/23/2014	187.00	11/14
100-525211-248	POLICE - REP & MAINT BUILDING						
	1951 MENARDS		MENARDS POLICE JANITOR SUPPLIES	62526	10/08/2014	147.66	11/14
	1951 MENARDS		MENARDS POLICE GENERAL MERCHANDISE	62594	10/09/2014	143.72	11/14
	1951 MENARDS		MENARDS POLICE GENERAL MERCHANDISE	62676	10/10/2014	401.89	11/14
	2590 REINEMANS, INC.		REINEMANS POLICE	63363	10/16/2014	26.09	11/14
	3040 VORPAGEL SERVICE INC.		VORPAGEL PREVENTIVE MAINTENANCE	35357	09/24/2014	1,620.46	11/14
						2,339.82	*
100-525211-310	POLICE - OFF SUPP-POSTAGE						
	2590 REINEMANS, INC.		REINEMANS POLICE	62248	09/30/2014	22.37	11/14
	3635 RICHTER'S MARKETPLACE		water refill Police Dept	10/09/14PD	10/09/2014	5.85	11/14
	3635 RICHTER'S MARKETPLACE		water refill Police Dept	10/10/14PD	10/10/2014	5.85	11/14
	3635 RICHTER'S MARKETPLACE		Police Dept Supplies	10/10/14PD 2	10/10/2014	4.35	11/14
	3635 RICHTER'S MARKETPLACE		Police Dept Supplies	10/14/14PD	10/14/2014	29.63	11/14
	3635 RICHTER'S MARKETPLACE		Police Dept Supplies	10/21/14PD	10/21/2014	17.74	11/14
	3635 RICHTER'S MARKETPLACE		water refill Police Dept	10/30/14PD	10/30/2014	5.85	11/14
	5364 DIGICORP		DIGICORP POLICE DPT	305921	09/30/2014	4,780.00	11/14
	7679 STAPLES ADVANTAGE		STAPLES POLICE DEPT OFFICE SUPPLIES	8031617380	10/04/2014	457.01	11/14
						5,328.65	*
100-525211-346	POLICE - UNIFORM REPAIR/ETC						
	3558 LARK UNIFORM OUTFITTERS		LARK UNIFORM POLICE DEPT	178158	10/01/2014	307.00	11/14
100-525211-381	POLICE - INVESTIGATIONS						
	1391 LANGUAGE LINE SERVICES, INC		OVER-THE -PHONE INTERPRETATION	3465795	09/30/2014	60.18	11/14
	5128 TRANS UNION LLC		TRANS UNION LLC POLICE	777966	10/01/14	4.75	11/14
						64.93	*
	Total POLICE DEPT.					8,912.81	
100-525220-244	FIRE - REPAIR MAINT EQUIPMENT						
	8756 Rock-N-Rescue / J.E. Weinel		Rock-N-Rescue	161147	10/15/2014	1,810.26	11/14
100-525220-298	FIRE- CONTRACT SERVICES						
	5128 TRANS UNION LLC		TRANS UNION LLC FIRE	09415500	09/25/2014	73.38	11/14
100-525220-324	FIRE - MEMBERSHIP & DUES						
	2490 RACINE CO FIRE CHIEF'S ASSOC.		RA CO FIRE CHIEF'S ASSOCIATION ANNUAL I	2015 DUES	10/20/2014	675.00	11/14
	Total FIRE DEPT.					2,558.64	
100-525231-310	BLDG INSP - OPERATING SUPPLIES						
	7679 STAPLES ADVANTAGE		STAPLES BLDG INSPECTION SUPPLIES	8031617380	10/04/2014	15.75	11/14
	Total BUILDING INSP.					15.75	
100-535321-159	STREETS - CLOTHING ALLOWANCE						
	117 ALSCO		ALSCO DPW (split) Customer # 074780	IMIL867377	10/15/2014	76.46	11/14
100-535321-242	STREETS - REP MAINT VEHICLES						
	1457 HUMPHREY SERVICE & PARTS, INC.	Unit 519 - Parts		1155935	10/02/2014	397.99	11/14
	2590 REINEMANS, INC.	REINEMANS DPW		62944	10/10/2014	18.88	11/14

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
						416.87	*
100-535321-298	STREETS - CONTRACT SERVICES						
	2608	R.K.W. REDI-MIX CONCRETE INC.	RKW - G6AE	59801	09/09/2014	161.00	11/14
	2608	R.K.W. REDI-MIX CONCRETE INC.	RKW - G6AE	60119	09/17/2014	259.25	11/14
	2723	SHERWIN-WILLIAMS	SHERSHERWIN WILLIAMS PAINT SUPPLIES	1588-6	10/09/2014	218.36	11/14
	2723	SHERWIN-WILLIAMS	SHERSHERWIN WILLIAMS PAINT SUPPLIES, \	1589-4	10/09/2014	39.13	11/14
	2860	TAPCO	TAPCO DPW MAINT CONTRACT	469223	10/10/2014	1,981.07	11/14
						2,658.81	*
100-535321-310	STREETS - OFF SUPP/POSTAGE						
	2470	QUILL CORPORATION	QUILL - DPW ENVELOPES	6733501	10/06/2014	128.38	11/14
	7679	STAPLES ADVANTAGE	STAPLES STREET OFFICE SUPPLIES	8031617380	10/04/2014	365.28	11/14
						493.66	*
100-535321-350	STREETS - REP MAINT SUPPLIES						
	1457	HUMPHREY SERVICE & PARTS, INC.	HUMPHREY SERVICE DPW SUPPLIES	1155821	10/02/2014	170.94	11/14
	1457	HUMPHREY SERVICE & PARTS, INC.	HUMPHREY SERVICE DPW SUPPLIES	1156115	10/03/2014	103.80	11/14
	1457	HUMPHREY SERVICE & PARTS, INC.	HUMPHREY SERVICE DPW POWER SERVICE	1156549	10/08/2014	114.72	11/14
	1670	KIMBALL MIDWEST	KIMBALL MIDWEST DPW	3831336	10/09/2014	1,697.14	11/14
	2590	REINEMANS, INC.	REINEMANS DPW	63093	10/13/2014	47.39	11/14
	2860	TAPCO	TAPCO Barricade Board	469289	10/13/2014	516.50	11/14
	8415	Wholesale Direct, Inc.	DPW - Stock	210375	10/08/2014	819.74	11/14
						3,470.23	*
100-535321-520	STREETS - PROP & LIAB INS						
	3430	ZAREK INSURANCE, INC.	Zarek - New Holland Skidsteer	7213	10/13/2014	81.00	11/14
Total STREET ADMINISTRATION						7,197.03	
100-555551-159	PARKS - CLOTHING						
	117	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL867377	10/15/2014	30.00	11/14
100-555551-242	PARKS - REPAIR MAINT VEHICLES						
	218	ASPHALT CONTRACTORS, INC	Asphalt Contractors - E-1 9.5mm	2014089	10/07/2014	53.55	11/14
100-555551-298	PARKS - OUTSIDE SERVICES						
	2330	PATS SERVICES, INC	CITY OF BURLINGTON COMPOST SITE	A-105631	10/07/2014	90.00	11/14
	3640	LAWN RANGERS	Equipment Rental / Bale Chopper	1560	10/13/2014	180.00	11/14
						270.00	*
100-555551-520	PARKS - PROP AND LIAB INS						
	3430	ZAREK INSURANCE, INC.	Zarek - New Holland Skidsteer	7213	10/13/2014	81.00	11/14
Total PARKS						434.55	
100-565641-298	PLAN COMM - CONTRACT SVCS						
	4217	KAPUR & ASSOCIATES, INC.	14.0114.01 Landmark Credit Union	83372	10/20/2014	103.00	11/14
	4217	KAPUR & ASSOCIATES, INC.	14.0205.01 Echo Lake Foods Reconstruction	83374	10/20/2014	170.00	11/14
	4217	KAPUR & ASSOCIATES, INC.	14.0367.01 Aurora Health Care Plan review	83379	10/20/2014	721.00	11/14
	4217	KAPUR & ASSOCIATES, INC.	14.0377.01 148 Front Street	83380	10/20/2014	582.00	11/14
	4217	KAPUR & ASSOCIATES, INC.	Kapur 12.0166.01 O'Reilly Site Plan	83381	10/20/2014	349.00	11/14
						1,925.00	*
Total PLANNING COMMISSION						1,925.00	
Total GENERAL FUND						21,762.86	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
251-555511-242	REPAIR, MAINTENANCE EQUIPMENT						
	1368	GORDON FLESCH COMPANY, INC.	GORDON FLESCH LIBRARY MAINTENANCE	IM10925742	10/28/2014	546.47	11/14
	3792	ACME OFFICE EQUIPMENT CO, LLC	ACME - TYPEWRITER REPAIRS	68786	10/28/2014	146.50	11/14
	7679	STAPLES ADVANTAGE	STAPLES LIBRARY SUPPLIES	8031756742	10/28/2014	123.97	11/14
						816.94	*
251-555511-247	REPAIR, MAINTENANCE BUILDING						
	1263	REESMAN'S SERVICE CORP	TRIMMING OF PLANTS	1014RSC	10/28/2014	194.44	11/14
	1951	MENARDS	MENARDS LIBRARY BLDG MAINT	62593	10/28/2014	103.45	11/14
	2590	REINEMANS, INC.	Reinemans - Library	63515	10/28/2014	35.62	11/14
	2659	SCHERRER CONSTRUCTION CO., INC	Scherrer- Library Steps Project	3497	10/28/2014	13,930.00	11/14
	3040	VORPAGEL SERVICE INC.	VORPAGEL LIBRARY REPAIRS	36081	10/28/2014	2,573.59	11/14
						16,837.10	*
251-555511-310	OFFICE SUPPLIES, POSTAGE						
	1010	DEMCO	DEMCO LIBRARY TECH SERVICE SUPPLIES	5434210	10/28/2014	420.66	11/14
	1100	EASTERDAY OFFICE EQUIP	EASTERDAY LIBRARY CALENDARS	45035	10/28/2014	88.60	11/14
	3635	RICHTER'S MARKETPLACE	Richter's - Library	1014RMI	10/28/2014	17.68	11/14
	5906	MINUTEMAN PRESS OF BURLINGTON	Minuteman - Library Supplies	21658	10/28/2014	22.97	11/14
	7679	STAPLES ADVANTAGE	STAPLES LIBRARY SUPPLIES	8031689384	10/24/2014	71.83	11/14
						621.74	*
251-555511-327	MATERIALS						
	300	BAKER & TAYLOR	BAKER & TAYLOR LIBRARY MATERIALS	2029891588	10/28/2014	2,765.60	11/14
	300	BAKER & TAYLOR	BAKER & TAYLOR ONLINE	X3ONS2147M	10/28/2014	635.00	11/14
	302	BAKER & TAYLOR CONT. SERVICE	BAKER & TAYLOR LIBRARY MATERIALS	5013301450	10/28/2014	501.61	11/14
	1561	CENTER POINT LARGE PRINT	Large Print Material	1222175	10/28/2014	299.78	11/14
	3127	WEST PAYMENT CENTER	REFERENCE MATERIALS	830511253	10/28/2014	235.00	11/14
	3529	RECORDED BOOKS LLC	LIBRARY AUDIO MATERIALS	75022568	10/28/2014	185.73	11/14
	4072	MICROMARKETING ASSOCIATES	LIBRARY MATERIALS	543313	10/28/2014	301.37	11/14
	5630	AMAZON.COM/GE MONEY	AMAZON LIBRARY JUVENILE MATERIALS	1014AMAZ1	10/28/2014	246.06	11/14
	7607	MIDWEST TAPE, LLC	MIDWEST TAPE LIBRARY DVD'S & CD'S	92265811	10/28/2014	1,160.43	11/14
	8524	McDANIEL, PATRICIA	Library Materials	1014PMC	10/28/2014	23.00	11/14
						6,353.58	*
251-555511-345	PROGRAMS						
	1364	MICHNA, JESSICA	LIBRARY PROGRAM SPEAKER	MC20141122	10/28/2014	155.00	11/14
	3959	UPSTART	UPSTART LIBRARY Bookmarks	5432127	10/28/2014	31.45	11/14
						186.45	*
Total FUND EXPENSES						24,815.81	
Total LIBRARY OPERATIONS FUND						24,815.81	
463-565641-298	CONTRACT SERVICES						
	5683	ASSOCIATED TRUST COMPANY	General Obligation Refunding Bonds	1577	10/10/2014	363.00	11/14
Total PLANNING COMMISSION						363.00	
Total 1992 TIF #3 FUND						363.00	
465-515111-800	COUNCIL CHAMBERS						
	116	BUSINESS TELEPHONE &	Parts & Labor for Camera Installation	12092	10/20/2014	2,320.00	11/14
Total CITY COUNCIL						2,320.00	

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
Total CAPITAL REPLACEMENT FUND						2,320.00	
470-515100-801	2012 3.19M 2 Yr Street Project						
	1441 D & K SERVICES		Quiet Zone Project	2014282	10/08/2014	3,800.00	11/14
Total 470-515100						3,800.00	
Total CAPITAL PROJ - INFRASTRUCTURE						3,800.00	
501-514900-000	ADMINISTRATIVE EXPENSES						
	8222 LABYRINTH HEALTHCARE GROUP		Monthly fee for Advocacy Serv	22493	10/20/2014	156.00	11/14
Total ADMINISTRATIVE						156.00	
Total SELF INSURANCE FUND						156.00	
621-575740-159	CLOTHING ALLOWANCE						
	117 ALSCO		ALSCO WWTP (split) Cust # 012230	IMIL867379	10/15/2014	68.76	11/14
	117 ALSCO		ALSCO WWTP Cust # 012230 (split)	IMIL869998	10/22/2014	196.82	11/14
						265.58	*
621-575740-242	REPAIR,MAINTENANCE VEHICLES						
	5477 BUMPER TO BUMPER		BUMPER TO BUMPER - SWITCHES	274241	10/15/2014	5.24	11/14
621-575740-244	REPAIRS,MAINT EQUIPMENT						
	117 ALSCO		ALSCO WWTP (split) Cust # 012230	IMIL867379	10/15/2014	10.02	11/14
	117 ALSCO		ALSCO WWTP Cust # 012231 (split)	IMIL867380	10/15/2014	107.84	11/14
	117 ALSCO		ALSCO WWTP Cust # 012230 (split)	IMIL869998	10/22/2014	10.02	11/14
	1140 ELKHORN CHEMICAL & PACKAGING		ELKHORN CHEMICAL WWTP SUPPLIES	553912	10/17/2014	358.44	11/14
	1370 GRAINGER		Grainger - WWTP Supplies	9568697406	10/13/2014	810.66	11/14
	1951 MENARDS		Menards - Acct 32120265	63111	10/16/2014	119.90	11/14
	5164 DONERITE JANITORIAL SERV INC.		DONE RITE OCTOBER CLEANING WWTP	2605	10/23/2014	1,080.00	11/14
	5477 BUMPER TO BUMPER		BUMPER TO BUMPER - BELT	274120	10/13/2014	26.52	11/14
	5477 BUMPER TO BUMPER		BUMPER TO BUMPER - BELT	274174	10/14/2014	11.42	11/14
	5477 BUMPER TO BUMPER		BUMPER TO BUMPER - BELT	274185	10/14/2014	11.42	11/14
	5477 BUMPER TO BUMPER		BUMPER TO BUMPER - BELT	274238	10/15/2014	13.00	11/14
	8788 UNIVERSAL ACOUSTIC & EMISSION		AIR FILTERS	900556370	10/17/2014	448.48	11/14
						3,007.72	*
621-575740-246	REPAIRS,MAINT OFF EQUIPMENT						
	7717 INFOR (US). INC		MP2 Access Maintenance Renewal	P-136140	10/15/2014	1,561.39	11/14
621-575740-248	PLANT OPERATION						
	2330 PATS SERVICES, INC		PATS Clean Receiving Tanks	678078	10/08/2014	1,155.00	11/14
	5164 DONERITE JANITORIAL SERV INC.		Light Strip and Recoat Floors	2598	10/23/2014	1,384.60	11/14
						2,539.60	*
621-575740-249	LABORATORY						
	117 ALSCO		ALSCO WWTP (split) Cust # 012230	IMIL867379	10/15/2014	4.71	11/14
	117 ALSCO		ALSCO WWTP Cust # 012231 (split)	IMIL867380	10/15/2014	55.41	11/14
	117 ALSCO		ALSCO WWTP Cust # 012230 (split)	IMIL869998	10/22/2014	100.71	11/14
	2180 NCL OF WISCONSIN, INC		NCL Acct No. 6900 WWTP supplies	345742	10/15/2014	204.93	11/14

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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
	2180	NCL OF WISCONSIN, INC	NCL Acct No. 6900 WWTP supplies	345825	10/16/2014	1,275.73	11/14
	2590	REINEMANS, INC.	hardware	63076	10/13/2014	.70	11/14
	8004	1ST AYD CORPORATION	1ST AYD WWTP SUPPLIES	663713	10/09/2014	246.40	11/14
						1,888.59	*
621-575740-253		PHOSPHATE REMOVAL					
	1095	KEMIRA WATER SOLUTIONS	KEMIRA WWTP FERROUS CHLORIDE	9017415853	10/13/2014	2,249.22	11/14
621-575740-298		CONTRACT SERVICE					
	5128	TRANS UNION LLC	TRANS UNION LLC WWTP	09415500	09/25/2014	9.10	11/14
621-575740-359		SANITARY SEWER REPAIR, MAINT					
	6193	SERVICEMASTER RESTORATION	SERVICEMASTER - WWTP	683014	09/30/2014	532.54	11/14
621-575740-374		SAFETY					
	1140	ELKHORN CHEMICAL & PACKAGING	ELKHORN CHEMICAL WWTP SUPPLIES	553912	10/17/2014	134.56	11/14
621-575740-400		DEPRECIATION EXPENSE					
	100	L.W. ALLEN, INC.	Field Service - Submersible Station Upgrades	097460	09/23/2014	35,749.00	11/14
	Total WASTEWATER FUND EXPENSES					47,942.54	
	Total WASTEWATER OPERATIONS FUND					47,942.54	
622-501505-000		HYDRANT INVENTORY-MAT & INVENT					
	5721	HD SUPPLY WATERWORKS, LTD.	HD Hyd inventory	D050385	10/06/2014	2,497.00	11/14
	Total 622-501505					2,497.00	
622-504030-000		DEPRECIATION EXPENSE					
	7120	STARNET TECHNOLOGIES	Scada Upgrade	12489	10/09/2014	30,046.00	11/14
	7120	STARNET TECHNOLOGIES	Scada Upgrade	12490	10/09/2014	1,616.92	11/14
						31,662.92	*
	Total 622-504030					31,662.92	
622-506230-000		SUPPLIES					
	3120	WELDERS SUPPLY COMPANY	WELDERS SUPPLY CO WATER DEPT	297750	10/08/2014	41.38	11/14
	Total 622-506230					41.38	
622-506510-000		MAINS, WATER BREAKS-SUPPLIES					
	3070	WANASEK CORPORATION	Midwood Drive - Watermain Repair	4046	10/10/2014	5,190.40	11/14
	Total 622-506510					5,190.40	
622-506520-000		SERVICE-SUPPLIES					
	1441	D & K SERVICES	Work Performed on 373 Conkey Street	2014281	10/08/2014	3,100.00	11/14
	3070	WANASEK CORPORATION	Repairs State St. Sewer Line	4040	10/10/2014	2,422.33	11/14
	3070	WANASEK CORPORATION	Maryland Ave Valve Replacement	4045	10/10/2014	5,647.03	11/14

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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
	3070	WANASEK CORPORATION	Revenswood Repair	4047	10/10/2014	2,544.47	11/14
						13,713.83	*
Total 622-506520						13,713.83	
622-509030-000	OFFICE SUPPLIES						
	117	ALSCO	ALSCO Water Cust # 025570	IMIL867378	10/15/2014	28.13	11/14
	117	ALSCO	ALSCO DPW - Water Customer #025570	IMIL869997	10/22/2014	28.13	11/14
						56.26	*
Total 622-509030						56.26	
622-509210-000	OFFICE SUPPLY						
	7679	STAPLES ADVANTAGE	STAPLES WATER DEPT	8031617380	10/04/2014	199.63	11/14
Total 622-509210						199.63	
622-509350-000	GENERAL PLANT-SUPPLIES						
	2590	REINEMANS, INC.	LP Tank Exchange	63720	10/22/2014	20.99	11/14
Total 622-509350						20.99	
Total WATER UTILITY FUND						53,382.41	
623-575740-242	REPAIR, MAINTENANCE EQUIPMENT						
	6280	BURLINGTON DEVELOPMENT GROU	BURL DEVEL GROUP REPAIRS-AIRPORT	030777	10/17/2014	131.88	11/14
Total 623-575740						131.88	
Total AIRPORT FUND						131.88	
Grand Total:						154,674.50	

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
100021305	SCHULTZ II, JON E	.00	.00	.00	92.96	.00	.00	92.96
100041111	DILLON, DEBRA L.	.00	.00	.00	103.02	60.00	147.70	310.72
100061120	GERULAT, JUDITH A	.00	.00	.00	38.08	.00	.00	38.08
100111111	BALZRINA, SHIRLEY J.	.00	.00	.00	144.48	10.00	.00	154.48
Grand Totals:	4 Employees	.00	.00	.00	378.54	70.00	147.70	596.24



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

<b>Common Council Agenda Item Number: 10</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Diahnn Halbach, City Clerk	<b>Subject:</b> Licenses & Permits

**OPERATOR'S LICENSES**

**Recommended for APPROVAL:**

Alvarez, Maria D.  
McKay, Shani Lauren  
Orozco, Mara Beatriz  
St. John, Melanie Lynn

**SPECIAL EVENTS**

Date of Event: 11/27/2014  
Name: Town Bank Turkey Trot – 5k run/walk  
Group: Longrun Athletics, LLC  
Contact: Chris Ponteri  
Location: Veterans Terrace and city streets/parkways  
Time: 6:30 a.m. to 9:30 a.m.

**LIQUOR LICENSES**

There are none

**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 November 5, 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

<b>Common Council Agenda Item Number: 11</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Mayor Miller	<b>Subject:</b> Student Representative Appointments

### Details:

The following are Student Representatives:

- A. Sam Joski (CCHS) to be appointed to the Common Council, expires May 31, 2015
- B. Kylie Dawley (BHS) to be appointed to the Plan Commission, expires May 31, 2015
- C. Eric Beet (BHS) to be appointed to the Airport Committee, expires May 31, 2015
- D. Kalle Johnson (CCHS) to be appointed to the Library Board, expires May 31, 2015

### Options & Alternatives:

The Council may elect to deny this request and ask the Mayor to seek different students for these boards.

### Financial Remarks:

None.

### Executive Action:

Staff recommends that the Council accept these appointments at the November 5, 2014 Common Council meeting.



<b>Common Council Item Number: 13A</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Steve DeQuaker, Treasurer	<b>Subject:</b> Resolution 4696(30) to consider approving an Engagement Letter with Patrick Romenesko, SC for the 2014 Annual Audit and Single Audit of the Clean Water Fund loan not to exceed \$34,800.

**Details:**

In 2014, the Clean Water Fund loan #5096-09 payouts are anticipated to exceed \$500,000. These funds are for the Plant Upgrades at the Waste Water Treatment Plant. A final single audit is not expected in 2016 for 2015 Payouts as they will be under the \$500,000 threshold.

This loan is funded with Federal dollars and as such, is subject to additional requirements. According to IRS regulations, payouts of over \$500,000 are subject to a Single Audit, per OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Pat Romenesko, SC has submitted an engagement letter to perform this Single Audit. The cost of this audit, \$3,000 is the same as the Single Audit performed in 2014 for the 2013 expenditures of the same loan.

The letter of engagement also outlines the procedures and requirements of the 2014 Annual Audit. The audit fee will be \$31,800, up from \$31,600 in 2013 or .63%

Total cost of the 2015 Annual Audit and Single Audit is a not to exceed amount of \$34,800.

**Options & Alternatives:**

The Single Audit is a requirement of the IRS. Since payouts were over the threshold, a Single Audit must be performed. Pat Romenesko has been doing Annual Audits for the City since 1985 and is well familiar with City Operations, Utilities and Funds. Council could choose to put the audits out for bid. Staff has researched audit fees in the area and Pat Romenesko is very competitive for the services he performs for the City.

**Financial Remarks:**

The Not to exceed cost of \$34,800 for the Single Audit and Annual Audit will come from Accounting & Auditing in the Finance department budget and Water / Sewer / Airport Utility contract services. This expenditure was included in the 2015 Budget. The not to exceed cost is .63% up from the 2014 Cost.

**Executive Action:**

This item was discussed at the October 21, 2014 Committee of the Whole meeting and is scheduled on the November 5, 2014 Common Council meeting for consideration.

**A RESOLUTION APPROVING A LETTER OF ENGAGEMENT WITH  
PATRICK ROMENESKO, SC, C.P.A. FOR A SINGLE AUDIT OF THE CLEAN WATER  
FUND LOAN AND FOR THE 2014 ANNUAL AUDIT FOR THE  
NOT-TO-EXCEED AMOUNT OF \$34,800**

**WHEREAS**, the City of Burlington is required by law to participate in an annual audit of its accounts; and,

**WHEREAS**, Patrick W. Romenesko, CPA, is a licensed and fully qualified Certified Public Accountant in the State of Wisconsin; and,

**WHEREAS**, Patrick Romenesko has previously performed these auditing services for the City of Burlington in a satisfactory and timely manner; and,

**WHEREAS**, the State Trust Fund Clean Water Fund Loan pay outs in 2014 are subject to a Single Use Audit, per Internal Revenue Service OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and,

**WHEREAS**, a letter of engagement is expected to be received by Patrick W. Romenesko to conduct the Single Audit per regulations set forth in the Federal Single Audit Act.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin approves acceptance of auditing services from Patrick W. Romenesko, S.C. for the annual audit of the City's accounts for fiscal year 2014 and a single audit of the Clean Water Fund Loan as outlined in the attached October 8, 2014 Letter of Engagement in the not to exceed amount of \$34,800.

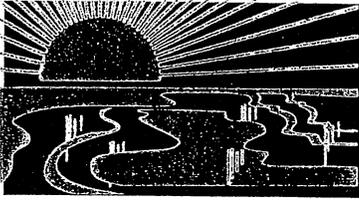
**BE IT FURTHER RESOLVED** that the City Administrator is hereby authorized and directed to execute this agreement on behalf of the City.

Introduced: October 21, 2014  
Adopted: November 4, 2014

\_\_\_\_\_  
Robert Miller, Mayor

Attest:

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



**Patrick W. Romenesko, S.C.**  
**CERTIFIED PUBLIC ACCOUNTANT**

1001 Host Drive • P.O. Box 508 • Lake Geneva, Wisconsin 53147  
Telephone 262/248-0220 • Facsimile 262/248-8429

October 8, 2014

The City Council and Administration  
City of Burlington  
300 N. Pine Street  
Burlington, Wisconsin 53105

Ladies and Gentlemen:

I am pleased to confirm our understanding of the services I am to provide the City of Burlington for the year ended December 31, 2014. I will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of City of Burlington as of and for the year ended December 31, 2014.

I have also been engaged to report on supplementary information that accompanies City of Burlington's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Detailed budget and actual statements.
- 3) Nonmajor funds statements.

### **Audit Objectives**

The objective of my audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control and compliance and other matters will include a paragraph that states (1) that the purpose of the report is intended solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures I consider necessary to enable me to express such opinions. I will issue written reports upon completion of my Single Audit. My reports will be addressed to the city council of the City of Burlington. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, I will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter my assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; to oversee any nonaudit services I provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements and (d.) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Burlington and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to me and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts and grant agreements, or abuse that I report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include my report on the schedule of expenditures of federal awards in any document that contains and indicates that I have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes my report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which I have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for me previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation  
City of Burlington

October 8, 2014

Page 5

of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, I will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential, and of any material abuse that comes to my attention. I will include such matters in the reports required for a Single Audit. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by general accepted auditing standards.

#### **Audit Procedures—Internal Controls**

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, my tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of City of Burlington's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Burlington's major programs. The purpose of these procedures will be to express an opinion on City of Burlington's compliance with requirements applicable to each of its major programs in my report on compliance issued pursuant to OMB Circular A-133.

### **Engagement Administration, Fees, and Other**

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. I will coordinate with you the electronic submission and certification. If applicable, I will provide copies of my report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Patrick W. Romenesko, S.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation available to your federal cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight

responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Patrick W. Romenesko, S.C. personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the U. S. Environmental Protection Agency. If I am aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

*Government Auditing Standards* require that I provide you with a copy of my most recent external peer review report. My 2013 peer review report accompanies this letter.

My fees for these services will be based on the actual time spent at my standard hourly rates, plus travel and other out-of-pocket costs such as report reproduction, typing, postage, etc. The hourly rates of personnel assigned to your audit vary according to the degree of responsibility involved and their experience level. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. My fee for the city audit including the Single Audit portion is not to exceed \$34,800. If the actual time on the engagement should be less than anticipated, you will be billed for that lesser amount.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me. I look forward to the continued opportunity to serve you.

Sincerely,



Patrick W. Romenesko  
Certified Public Accountant

ACKNOWLEDGMENT:

This letter correctly sets forth the understanding of the City of Burlington.

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

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





## CITY OF BURLINGTON

### Department of Public Works

Streets, Parks, Water & Waste Water Divisions  
2200 S. Pine Street, Burlington, WI, 53105  
(262) 539-3770 – (262) 539-3773 fax  
www.burlington-wi.gov

<b>Common Council Item Number: 13B</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Craig Workman Director of Public Works	<b>Subject:</b> Resolution 4697(31) to consider approving a contract with John's Disposal for solid waste hauling and recycling services for 2015-2017

#### Details:

The City's current contract with Advanced Disposal expires at the end of this year. With that in mind, the Public Works Department recently solicited proposals for a new 3 year contract for garbage and recycling collection and disposal services. The RFP was drafted and advertised on VendorNet for 3 weeks from 6/27/2014 – 7/18/2014. The RFP requested costs for vendors to collect garbage and recycling materials in resident provided containers as well as vendor provided containers, such as the recycling containers currently utilized in the City. We received a total of four responses to the RFP. Upon receipt of the proposals, each submittal was reviewed to verify that the requirements of the RFP were met. This included a properly completed bidder qualification statement, bid forms, a bid bond, proposed invoice structure, and an example tagging system. Upon completion of the internal review of the proposals, interviews were conducted on 8/11/2014.

John's Disposal was the low cost bidder. This family owned and operated company was founded in 1969 and is based out of Whitewater, WI. They pride themselves on providing a high level of customer service and have a long list of municipal clients who recommend them. Although John's is able to provide a discount by offering automated cart collection for both garbage and recycling, this would require an additional fee of about \$30,000 per year to add a monthly collection of bulk items, which residents are currently used to. At the recommendation of Council, the agreement being presented represents a 3 year contract with John's Disposal for automated cart collection of recycling and manual collection of garbage. The estimated annual total for 2015, 2016, and 2017, respectively, is \$428,737.92, \$441,584.00, and \$454,430.08.

#### Options & Alternatives:

The Council may choose to deny this request and have staff distribute a new Request for Proposal for other bids or extend the existing contract with Advanced Disposal.

#### Financial Remarks:

The estimate 2015 total of \$428,737.92 is approximately 7% LOWER than the average cost of the four proposals, which was \$462,659.60 for the same level of service. This also represents an estimated 14% DECREASE from projected 2015 cost of \$495,140 (based on the current contract with Advanced Disposal).

#### Executive Action:

This item was discussed at the October 21, 2014 Committee of the Whole meeting and scheduled for the November 4, 2014 Common Council meeting for consideration.

**A RESOLUTION APPROVING A CONTRACT WITH JOHN'S DISPOSAL  
FOR SOLID WASTE HAULING AND RECYCLING SERVICES FOR 2015-2017**

**WHEREAS**, The City of Burlington has a need for solid waste and recycling collection services; and,

**WHEREAS**, John's Disposal provides solid waste and recycling collection services for municipalities; and,

**WHEREAS**, a Request for Proposal (RFP) was advertised in June and July, 2014 for solid waste and recycling collection services with four bids received and opened on July 18, 2014; and,

**WHEREAS**, proposals were received by the City, reviewed by staff, and several contractors were selected to give presentations to a panel of staff members; and,

**WHEREAS**, the City of Burlington believes that it is in the City's best interest to contract with John's Disposal for solid waste and recycling collection services for a term of three years, commencing on January 1, 2015.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, that the City of Burlington shall enter into an agreement with the John's Disposal for solid waste and recycling collection for a period of three years beginning January 1, 2015, hereto attached as Attachment "A".

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

Introduced: October 21, 2014  
Adopted:

---

Robert Miller, Mayor

Attest:

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Diahnn Halbach, City Clerk

(Draft: 10/27/14)

AGREEMENT

Curbside Collection of Solid Waste and Recyclables

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

- a) JOHN’S DISPOSAL SERVICE, INC., being a Wisconsin corporation with offices located at 107 County Road U, Whitewater, Wisconsin 53190 (hereinafter referred to as “Contractor”); and
- b) The CITY OF BURLINGTON, WISCONSIN, being a municipal corporation organized under the laws of the State of Wisconsin, with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the “City”).

Introduction

Contractor is in the business of collecting and then lawfully disposing of solid waste and recyclable materials that are placed at the curbside, as a part of a municipal collection program, by the residents of municipalities who contract with Contractor for such collection services.

The City wishes to contract with Contractor to have Contractor provide such collection services to the residents of the City, all under the terms and provisions of this Agreement. Contractor is willing to provide such collection services to the City, and the parties are entering into this Agreement for such purposes.

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 above "Introduction" is correct, and is hereby incorporated herein by reference.

2. Collection Services. The Contractor shall provide the following collection services (collectively, the "Collection Services") to the residents of the City during the term of this Agreement:

- a) On a weekly basis, pursuant to a schedule to be agreed upon by the Contractor and the City, (i) collect solid waste, refuse, and garbage that is not recyclable (collectively, "Non-Recyclable Trash") that is placed by the residents at the curbside of their properties in the manner required under this Agreement, and (ii) collect bulk items ("Bulk Items", as described below in Paragraph No. 10 of this Agreement) that are placed by the residents at the curbside of their properties in the manner required under this Agreement.
- b) On a bi-weekly basis (i.e. every two (2) weeks), pursuant to a schedule to be agreed upon by the Contractor and the City, collect recyclable materials ("Recyclables") that are placed by the residents at the curbside of their properties in the manner required under this Agreement. The collection of the Recyclables shall be done on a "single-stream" basis, such that all types of Recyclables may be commingled in one recycling container, with no sorting of the types of Recyclables being necessary.

- c) Contractor shall provide these Collection Services to each separate residential unit (“Unit”) contained in a single-family dwelling, a duplex, apartment buildings of four (4) Units or less, and all Units of a condominium.

3. Special Services to City Properties. As a part of this Agreement, and at no cost to the City, Contractor shall provide Collection Services, whenever needed, and as needed, no matter how often the need may be, for (i) all buildings owned (presently and in the future) by the City, and (ii) all trash containers owned by the City and located, whether presently or in the future, in City parks, City business districts, and any other locations at which such City-owned trash containers are located in the City.

4. Collection Schedule. With respect to the Collection Services described in above Paragraph No. 2, the collection shall be done in accordance with a specific collection schedule, established and maintained by the Contractor and approved by the City. The schedule shall designate collection areas, days of collection, and approximate time of collection. Unless the Contractor gives the City or affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. The Contractor shall collect Recyclables in each designated collection area on the same day Non-Recyclable Trash is collected in that area. The Contractor shall lay out collection routes and provide adequate equipment and labor so as to complete scheduled collections on the designated collection day. When a designated collection is scheduled for pick-up on a holiday (which is hereby defined as New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas), collection for that area shall be made on the next business day following the said holiday.

5. Collection Hours and Curb Location. Non-Recyclable Trash and Recyclables shall be collected between the hours of 7:00 a.m. and 5:00 p.m. There shall be no collection between 5:01 p.m. and 6:59 a.m. the next day. The Contractor shall not be required to collect any Non-Recyclable Trash or Recyclables which are not placed at curb locations or other designated areas adjacent to the street, alley, or roadway by 7:00 a.m. on the scheduled collection day. Notwithstanding the foregoing provisions, however, if the City notifies the Contractor in writing that a particular resident of the City has a disability (such that the resident does not have the ability to place the Non-Recyclable Trash or Recyclables at the above required locations), then Contractor shall provide doorway service to that resident at no additional cost.

6. Items of Allowed Non-Recyclable Trash. The items of Non-Recyclable Trash that Contractor shall collect as a part of its Collection Services shall be general household trash and refuse. This shall include, but not be limited to, food wastes, paper, rags, sweepings, pottery ware, metallic ware, glassware, and similar discarded residential wastes. Items that will not be collected as Non-Recyclable Trash shall include, but not be limited to: yard waste; earth; rocks; concrete; loose construction and/or demolition materials; trees, bushes, grass, or other vegetation; and hazardous or flammable or explosive or dangerous or toxic, or infectious materials, including any items recognized as special waste by the State of Wisconsin. (But see below Paragraph No. 10 pertaining to the collection of Bulk Items, which does provide for the collection of some of the otherwise prohibited items described above.)

7. Items of Allowed Recyclables. The items of Recyclables that the Contractor shall collect as a part of its Collection Services shall be all items allowed and/or required under the laws of the State of Wisconsin to be recycled. This shall include, but not be limited to, glass containers; plastic HDE #1, PETE #2, PVC #3, LDPE #4, PP #5, PS #6, and Other #7; tin and

aluminum containers; cardboard; mixed paper; computer paper; and newsprint. If the provisions of the laws of the State of Wisconsin in the future require other materials to be recycled, the Contractor shall then include the same as a part of its Collection Services at no additional charge.

8. Use of Carts. Except as provided in Paragraph No. 10 of this Agreement (related to the collection of Bulk Items), all of the Recyclables that will be collected by the Contractor must be placed by the residents in a Green Cart that will be provided by the Contractor at no cost to the residents. One (1) Green Cart shall be provided by the Contractor, at no cost, to each Unit described in Paragraph No. 2(d) of this Agreement. The Contractor shall deliver the Green Carts to new Units after the City notifies Contractor of the same. The Green Cart (the "Cart") shall each have a volume capacity of Ninety-six (96) Gallons, unless a resident requests a smaller Forty-eight (48) Gallon Cart as their initial cart for the Collection Services. Additional Carts may be obtained by the residents from the Contractor at an extra cost (collected by the Contractor directly from the resident) of Forty Dollars (\$40.00) per year for an extra Green Cart. This cost for an extra Cart shall be prorated for a partial year. A resident may select a smaller Forty-eight (48) Gallon Cart and/or a larger 96-gallon Cart, at no extra cost, and the Contractor shall be responsible for providing the requested new-size Cart and removing the existing Cart. A resident may make a change in the size of the Cart one (1) time each calendar year at no cost. The resident shall pay to the Contractor the above-described \$40.00, however, for a change of the size of a Cart in excess of once per calendar year.

9. Maintenance of the Carts. All Carts are the property of the Contractor and will be maintained by the Contractor. The residents are responsible for keeping the Carts clean. The residents are also responsible for damage, other than normal wear, such as melting from hot ashes, cuts from a saw, or other avoidable damage. In the event a resident is responsible for a

damaged Cart(s), the replacement cost of \$40.00 shall be collected by the Contractor directly from the resident. The Contractor shall be responsible for normal wear to the Cart, wheels, or lid, and will repair or replace the Cart in a timely manner after the resident informs the Contractor of the problem. The Contractor shall be responsible for any damage to the Carts caused from snow plows or passing vehicles, vandalism, or any other cause not attributable to the resident.

10. Collection of Bulk Items. The Contractor shall, each week and as a contemporaneous part of the collection schedule described in Paragraph No. 4 of this Agreement for the collection of Non-Recyclable Trash, collect from the residents the bulk items (“Bulk Items”) described below. There will be no need for the residents to call the Contractor for this weekly collection of Bulk Items. The Bulk Items that will be collected by the Contractor are:

- a) Furniture, bedding, mattresses, and carpeting.
- b) Appliances (including microwaves and items containing CFCs such as refrigerators).
- c) Automotive tires, truck tires, and tractor tires, provided that tires over 42” in diameter are quartered (2 per week, 8 per year).
- d) Earth, rocks, concrete, loose construction and demolition materials are included with the Bulk Items collection if contained in thirty-two (32) gallon cans (or less) that weigh less than sixty (60) pounds (no limit on the number of cans).
- e) Extra Non-Recyclable Trash and/or Recyclables in garbage cans, bins, or bags.

11. Disposal of Items Collected. The Contractor shall dispose of all items collected under this Agreement in full compliance with all applicable laws, codes, rules, and regulations. Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control, or

otherwise have access, at its cost, to a properly-licensed and permitted landfill of sufficient capacity for the disposal of all collected Non-Recyclable Trash and Bulk Items. The Contractor has informed the City that it will dispose of the Non-Recyclable Trash and Bulk Items at the Waste Management Metro site in Franklin, Wisconsin. Upon the request of the City, the Contractor shall provide proof that such facilities comply with all laws and regulations. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the City in advance of any changes. Upon request of the City, the Contractor shall furnish evidence of arrangements assuring availability of adequate landfill capacity for disposal of the Non-Recyclable Trash and Bulk Items collected under this Agreement. Additionally, throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, or otherwise control, or have access, at its cost, to a suitable storage/processing facility for the purpose of sorting and preparing and ultimately recycling all of the collected Recyclables at either a processor(s) or broker(s) experienced in processing, recycling, and marketing Recyclables or to a recycling market itself. The Contractor shall be responsible for all collection and transportation costs necessary to bring the Recyclables to the storage/processing/recycling facility. The Contractor has informed the City that it will deliver and process Recyclables at the John's Disposal Service, Inc. facility in the Town of Norway, Wisconsin. The Contractor shall be responsible for payment of all necessary processing/recycling costs for Recyclables.

12. Contractor's Employees. The Contractor shall employ such persons as may be necessary to satisfactorily comply with the provisions of this Agreement. All such persons shall be the employees of Contractor (and/or any permitted subcontractor), and not employees of the

City. The Contractor shall comply with all of the applicable laws, rules, and regulations regarding the employment of such persons.

13. Conduct of Contractor's Employees. The Contractor shall perform all Collection Services in a neat, orderly, and efficient manner; use care and diligence in the performance of this Agreement; provide neat, orderly, and courteous personnel on its collection crews; and provide courteous and knowledgeable personnel in its customer service function. The Contractor shall conduct itself both in relations with the City and City residents in a personable, professional manner. All employees of the Contractor shall be dressed in a neat, professional-like manner and shall carry official company identification. All drivers shall carry a valid Wisconsin state driver's license for the class of vehicle operated. The Contractor shall ensure that no Non-Recyclable Trash and/or Recyclables are spilled during the collection process, and that any such spillage (if and when it occurs) shall be immediately picked up and collected. After the Carts are emptied, they shall not be left on the streets, alleys, or roads in a manner or at a location such that they obstruct vehicular traffic in the public right of way.

14. Vehicles and Equipment. All of the vehicles and equipment used by the Contractor for its Collection Services shall (i) be in a clean, sanitary, safe, and good working order, (ii) be maintained and operated in a manner to minimize, as much as possible, any noise during the collection process (e.g. equipped with good exhaust mufflers and good brakes), (iii) not leak vehicle fluids, and (iv) display the name of the Contractor, the Contractor's telephone number, and an identification number on the vehicle, that is clearly visible, on both sides of the vehicle. The Contractor's vehicles and equipment shall not remain parked on City streets when not in use. All vehicles shall be operated in a way that no collected items fall off of or blow off the vehicle

and/or leak any fluids. Should any collected items fall off of or blow off a vehicle, such items shall be immediately retrieved and collected.

15. Fees Due the Contractor. The City shall pay the following fees to the Contractor for the Collection Services and other duties performed by the Contractor under this Agreement:

a)	Calendar Year 2015:		
	(1)	Non-Recyclable Trash/Bulk Items collection per Unit/per month	\$ 9.01333
	(2)	Recycling collection per Unit/per month	\$ 2.55667
	(3)	Monthly total per Unit	\$11.57000
b)	Calendar Year 2016:		
	(1)	Non-Recyclable Trash/Bulk Items collection per Unit/per month	\$ 9.27333
	(2)	Recycling collection per Unit/per month	\$ 2.64333
	(3)	Monthly total per Unit	\$11.91667
c)	Calendar Year 2017:		
	(1)	Non-Recyclable Trash/Bulk Items collection per Unit/per month	\$ 9.53333
	(2)	Recycling collection per Unit/per month	\$ 2.73000
	(3)	Monthly total per Unit	\$12.26333

The above fees due the Contractor shall be paid by the City to the Contractor within Thirty (30) Days after the end of each month for such month during the term of this Agreement. For each such month that fees are payable by the City to the Contractor, the Contractor shall submit a written invoice, having a form and categories of content satisfactory to the City, that itemizes (i) the fees attributable to the collection of Non-Recyclable Trash, (ii) the fees attributable to the collection of Recyclables, (iii) the fees attributable to the collection of Bulk

Items, (iv) the total number of Units in each category receiving Collection services that month, and (v) the tonnage collected in each category, based on weigh scale tickets (for full loads or estimated slips for partial loads). The Collection Services provided to the City under the provisions of above Paragraph No. 3 shall also be similarly and separately itemized in the invoice (except for separate tonnage amounts), but no fees shall be due the Contractor for the same (per the provisions of Paragraph No. 3). Additionally, upon the request of the City, Contractor shall prepare and deliver to the City such other written information and records regarding the Collection Services provided by Contractor under this Agreement. This shall include, but not be limited to, any such information needed by the City to comply with reports required of the City by other governmental bodies regarding the said Collection Services.

16. Number of Units. The specific number of Units receiving Collection Services from the Contractor, and for which fees would then be payable by the City to the Contractor, shall be determined by the City for each calendar year during the term of this Agreement. Such determination shall be made by the City for each calendar year during the term of this Agreement, on or before the date of December 1 that precedes the calendar year in question. The number of Units so determined by the City for a calendar year shall remain constant throughout the entire calendar year for the purpose of calculating the fees due the Contractor for that year, notwithstanding any additions and/or deletions of Units receiving Collection Services during that calendar year. As described in above Paragraph No. 8, the Contractor shall immediately provide Collection Services to any new Units after the City notifies the Contractor of the same during the course of a calendar year, at no additional cost to the City during that calendar year. Any such new/added Units, however, shall be added to the City's calculation of the total number of Units to receive Collection Services (and for which Contractor is then entitled to a fee) for the next

calendar year during the term of this Agreement, provided the said new/added Units then still need Collection Services. It is the express intent of the parties that, for each calendar year during the term of this Agreement, the monthly fees paid by the City to the Contractor shall be a constant amount, notwithstanding any fluctuations in the actual numbers of Units receiving Collection Services from the Contractor during that calendar year.

17. Required Changes in Collection. In the event that during the term of this Agreement there is any change in the applicable laws, rules, codes, or regulations that mandates the collection of Non-Recyclable Trash, Bulk Items, and/or Recyclables in a manner significantly different from the manner in which the Contractor is then-presently providing its Collection Services under this Agreement, then the City and the Contractor shall, by mutual written agreement, amend this Agreement to adjust the compensation due the Contractor under this Agreement in a fair and equitable manner. Any such adjustment, however, shall be limited to the additional expenses required to be incurred by the Contractor under the new change(s) to the said laws, rules, codes, or regulations.

18. Ownership of the Recyclables. The Recyclables shall be deemed owned by, and the personal property of, the Contractor, at the time the Recycling items are placed into the vehicle used by the Contractor to collect the same. All monies thereafter received by the Contractor as a result of the recycling (or other lawful disposition) of the Recyclables shall solely be the funds of the Contractor, for the Contractor's own use.

19. Disposal Costs. Any and all costs, expenses, fees, taxes, or similar charges imposed by (i) any applicable governmental body, or (ii) any third party having the lawful right to impose and exact the same (such as, but not limited to, the owner of a landfill site), shall be timely and fully paid by the Contractor as a part of its duties and obligations under this Agreement.

Additionally, the fees paid by the City to the Contractor under this Agreement shall be deemed to be compensation for any of the foregoing costs, expenses, fees, taxes, or similar charges that would otherwise be payable by the City (whether by law or otherwise), and the Contractor shall accordingly timely and fully pay the same on behalf of the City. The foregoing costs, expenses, fees, taxes, and similar charges shall expressly include, but not be limited to, (i) all financial obligations incurred by Contractor in the lawful disposal of the Non-Recyclable Trash and Bulk Items, such as “dumping fees” or “tipping fees”, and (ii) all financial obligations incurred by the Contractor in the transportation, storage, processing, and/or recycling of the Recyclables.

20. Insurance. During the term of this Agreement, the Contractor shall, at its own cost and expense, procure and maintain the following policies of insurance, issued by an insurer licensed by the State of Wisconsin for such purposes:

- a) Commercial general liability insurance (with the City named as additional insured), with a limit of liability of not less than Two Million Dollars (\$2,000,000.00) for each accident, providing coverage for personal injury, bodily injury (including death), and damage to property.
- b) Vehicular/automobile liability insurance (with the City named as an additional insured), with a limit of liability of not less than One Million Dollars (\$1,000,000.00) for each accident.
- c) An umbrella policy of insurance (with the City named as an additional insured), in an amount of not less than Five Million Dollars (\$5,000,000.00).
- d) A worker’s compensation policy of insurance, having limits and provisions required by the State of Wisconsin for compliance with its Worker’s Compensation laws.

- e) Employer's liability insurance, with a limit of liability of not less than One Million Dollars (\$1,000,000.00) per accident.

All of the policies of insurance described above shall be in a form, and have terms and provisions, satisfactory to the City. On or before December 1, 2014, the Contractor shall provide to the City a copy of all of the said insurance policies for review by the City. Additionally, each policy of insurance shall provide that in the event of a cancellation of any such policy for any reason whatsoever, the City shall be notified in writing by the insurer by mail at least Thirty (30) Days prior to any such cancellation.

21. Indemnification/Hold Harmless Agreement. Contractor hereby expressly agrees to indemnify and hold the City and its agents, consultants, officials, officers, and employees harmless from and against all claims, judgments, damages, penalties, fines, costs, or loss (including actual reasonable fees for attorneys and consultants) and liability of every kind and nature, for any injury (including death) or damage received or sustained by any person or entity in connection with, or on account of, the performance (or failure of performance) by Contractor, of the duties and obligations imposed upon Contractor under this Agreement, except to the extent as such claims or liability arise by virtue of the negligent and/or intentional conduct on the part of the City or any of its agents, consultants, officials, officers, or employees.

22. Performance Bond. On or before the date of December 1, 2014, the Contractor shall, at its own cost and expense, file with the City a Performance Bond (the "Bond") in an amount of Four Hundred Fifty Five Thousand Dollars (\$455,000.00) and having an effective date commencing on January 1, 2015, and an expiration date of December 31, 2015. Thereafter, the Contractor shall obtain and keep in force (i) a renewal Bond effective January 1, 2016, through December 31, 2016, and (ii) another renewal Bond effective January 1, 2017, through December

31, 2017. The final Bond for calendar year 2017 shall expire on December 31, 2017, unless a legal action is then pending between the City and the Contractor and/or Bond company. The Bond shall be issued by a commercial Wisconsin-licensed bond company, shall have terms and provisions satisfactory to the City, and shall guarantee the full, complete, and proper performance by Contractor of the duties and obligations imposed upon Contractor under this Agreement (including, but not limited to, the Indemnification obligations contained in above Paragraph No. 21).

23. Failure of Performance. In the event a party to this Agreement fails to perform any of its duties or obligations imposed under this Agreement, the other party may give to the non-performing party a written notice of such failure of performance. The non-performing party shall then have a period of Ten (10) calendar days to cure any failure of performance with respect to the payment of money, and a period of Thirty (30) calendar days to cure any failure of performance other than the payment of money. The said 30-day time frame to cure the failure of performance (for other than the payment of money) shall be extended as reasonably necessary if (i) the remedial action required to cure the failure of performance reasonably requires additional time to remedy the failure, and (ii) the non-performing party commences the required remedial action within the said 30-day time period and then thereafter continues to diligently proceed, in good faith, with the required remedial action until the failure of performance is cured. If the non-performing party fails to comply with the steps described above, however, the non-performing party shall then be in default and in breach of this Agreement, and the other party shall then have available to it all of its rights and remedies available under the law, and additionally, the right to terminate this Agreement under the provisions of below Paragraph No. 25.

24. Term. The term of this Agreement shall be for Three (3) Years, commencing at 12:01 a.m. on the date of January 1, 2015, and terminating at 11:59 p.m. on the date of December 31, 2017.

25. Termination of Agreement. This Agreement may be terminated in the following manner:

- a) By the mutual written agreement of the parties; and/or
- b) When and if a party becomes in default under this Agreement under the provisions of above Paragraph No. 23, the other non-defaulting party may give a written notice to the defaulting party of the termination of this Agreement, with the effective date of termination stated in the written notice; and/or
- c) When and if the Common Council of the City of Burlington adopts, in its sole and absolute discretion, a resolution declaring that an emergency situation exists with respect to the collection of Non-Recyclable Trash and/or Bulk Items and/or Recyclables in the City of Burlington, then the City may terminate this Agreement by giving a written notice of such termination to the Contractor, with the effective date of termination stated in the written notice.

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

27. Attorney Fees. In the event of a legal action arising under and/or pertaining to this Agreement, the prevailing party shall, in addition to any other relief or remedy granted by the Court, be awarded its actual reasonable attorney fees incurred in the action.

28. Entire Agreement. All bid requests, bid proposals, negotiations, promises, discussions, understandings, and agreements heretofore made or had between the parties are merged in this Agreement, and this Agreement alone fully and completely expresses the final agreement of the parties.

29. Amendments. This Agreement shall not be modified or amended except in a written document signed by the City and Contractor, and then approved by the City of Burlington Common Council.

30. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and delivered (i) personally, or (ii) by certified mail, return receipt requested, postage prepaid, or (iii) by a commercial overnight courier (such as Federal Express), or (iv) by facsimile or electronic mail transmission with a copy to follow by certified mail, return receipt requested, postage prepaid or by overnight courier, addressed as follows:

If to Contractor:

John's Disposal Service, Inc.  
107 County Road U  
Whitewater, Wisconsin 53190  
Attention: Brian Jongetjes, President  
  
Telephone: (262)473-4700  
Facsimile: (262)473-6775  
E-mail: [bjj@johnsdisposal.com](mailto:bjj@johnsdisposal.com)

If to the City:

City Administrator  
Burlington City Hall  
300 North Pine Street  
Burlington, Wisconsin 53105  
  
Telephone: (262)342-1161  
Facsimile: (262)763-3474  
E-mail: [klahner@burlington-wi.gov](mailto:klahner@burlington-wi.gov)

All notices given in accordance with the terms hereof shall be deemed received (i) on the next business day if sent by a commercial overnight courier, (ii) on the same day if sent by facsimile or electronic mail before 3:00 p.m. (Central Standard Time) on a business day (Monday-Friday) (provided the supplemental notice described above is sent as soon as reasonably possible thereafter), (iii) on the date of actual receipt when sent by the United States Mail by certified mail with postage prepaid and return receipt requested, or (iv) on the date of service when delivered personally. Either party hereto may change the address for receiving notices or other communications by notice sent in accordance with the terms of this Agreement. Holidays recognized and observed by the federal government shall not be deemed a "business day" for the purpose of giving or receiving notice.

31. Assignments. The rights, duties, and obligations of each party to this Agreement may not be assigned or transferred to any third party without the prior written consent of the other party, which consent the other said party may grant or deny in its sole discretion. In the event of such a permitted assignment or transfer, however, the assignee party shall first execute and deliver to the City a written agreement obligating the assignee party to fully and timely perform all of the duties and obligations imposed upon the Contractor under this Agreement, and Contractor shall continue to be liable under this Agreement for the full and timely performance of its duties and obligations under this Agreement, whether performed by Contractor or the assignee party.

33. Special Provisions.

- a) Pickup Refusal. Contractor shall keep a written record of the address(es) where the Collection Service is refused by the Contractor to the resident, and give a written notice of the same to the resident and the City the same day as the refusal.

The notice shall have a form and content satisfactory to the City, and shall, among other information, include the date and time of the refusal, the name and address of the resident making the refusal, and any known explanation for the refusal.

- b) Contractor's Office. Contractor shall, during the term of this Agreement:
- (1) Maintain an office where Contractor may be contacted directly by the City personnel and/or members of the public; and
  - (2) Have a local telephone number that may be used for the same purpose described in above Subsection (1); and
  - (3) Have the office equipped with sufficient staff and sufficient telephones, such that a responsible employee of Contractor may be contacted in person or by telephone by the City personnel or the public during the collection hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except during a holiday.
  - (4) Contractor's employee/representative shall be available, as described above, to receive and respond to, in a polite and professional manner, any inquiries or complaints regarding the Collection Services provided by Contractor under this Agreement. The City will publish the telephone number and address of the office used by Contractor for these purposes.
  - (5) In the event Contractor wishes to publish or distribute ads, leaflets, brochures, pamphlets, or other information or materials to the residents of the City regarding the Collection Services being provided by Contractor, Contractor shall first get the written approval of the City for the same.

- (6) Contractor shall provide to the City a separate telephone number that will enable City staff to contact a responsible employee/representative of Contractor 24-hours a day, throughout every day (including holidays) during the term of this Agreement. The City shall not give out this telephone number to the general public.
- c) Possible Truck Rental. The City may wish to rent from Contractor up to two (2) refuse-collection trucks, during the months of September, October, and November in one or more calendar years during the term of this Agreement, to be used for leaf collection. If so desired by the City, the parties shall negotiate such a rental arrangement, and if there is a mutual agreement regarding the same, the rental arrangement shall be memorialized and finalized through a separate written agreement.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date and year first written above.

CITY:  
City of Burlington, Wisconsin

CONTRACTOR:  
John's Disposal Service, Inc.

By: \_\_\_\_\_  
Robert Miller  
Mayor

By: \_\_\_\_\_  
Brian Jongetjes  
President

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

Authentication

Signatures of Robert Miller, Mayor, and Diahnn Halbach, City Clerk, authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

Authentication

Signature of Brian Jongetjes authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

This document drafted by:  
Atty. John M. Bjelajac  
State Bar No. 1015325  
HANKEL, BJELAJAC & KALLENBACH  
601 Lake Avenue  
Post Office Box 38  
Racine, Wisconsin 53401-0038

City Attorney for the City of Burlington



**Department of Public Works**

Wastewater Divisions  
2200 S. Pine St., Burlington, WI, 53105  
(262) 539-3770 – (262) 539-3773 fax  
www.burlington-wi.gov

<b>Common Council Item Number: 13C</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Craig Workman Director of Public Works	<b>Subject:</b> Resolution 4698(32) to consider approving the award of the Wastewater Treatment Facility Backup Generator Feed Project to Wil-Surge Electric, Inc. for the amount of \$37,505.00.

**Details:**

The existing generator at the WWTP is sized to accomplish much more than it currently does. Currently, the generator is only wired to run the final treatment process in the event of a power loss. The wastewater staff wishes to make some modifications to the plant to allow the existing backup generator to power the entire plant in emergency situations. This will allow the plant to continue to function at its designed capacity in the event of power loss. In order to do so, modifications to the existing backup generator electric feed system are required. This work includes the installation of electrical conduit and boxes, an automatic transfer switch, fused disconnect switches, and various circuit breakers. In addition, considerable pulling and termination of electrical wiring is required.

The project was designed and advertised for bid. Kapur & Associates and Department of Public Works staff opened 2 bids for the Wastewater Treatment Facility Backup Generator Feed Project on Thursday October 9, 2014. Based upon the recommendation of Kapur and Associates, the Department of Public Works recommends that the bid be awarded to the lowest, most responsive bidder, Wil-Surge Electric, Inc., for the not-to-exceed total bid amount of \$37,505.00.

**Options & Alternatives**

The Council could reject the bid and seek new bid proposals, choose not to complete the project, or award the bid to the other bidder.

**Financial Remarks:**

Funding will be provided by contingency funds from the DNR Clean Water Loan, of which approximately \$220,000 remains.

**Executive Action:**

This item was discussed at the October 21, 2014 Committee of the Whole meeting and is scheduled for the November 4, 2014 Common Council meeting for consideration.

**A RESOLUTION APPROVING THE AWARD OF THE WASTEWATER TREATMENT FACILITY  
BACKUP GENERATOR FEED PROJECT TO WIL-SURGE ELECTRIC, INC.  
FOR THE AMOUNT OF THE LUMP SUM BID OF \$37,505.00.**

**WHEREAS**, the City of Burlington did post a Class 2 Notice to Bidders for the Wastewater Treatment Facility Backup Generator Feed Project on September 25, and October 2, 2014 and,

**WHEREAS**, bids received by the City were opened and reviewed at the Department of Public Works bid opening on October 9, 2014 and forwarded to the City Engineer for final review; and,

**WHEREAS**, the City Engineer and the Director of Public Works have reviewed the bids and recommend acceptance of the lowest, most responsive bid from Wil-Surge Electric, Inc., a copy of which is attached hereto, and made a part thereof; and,

**WHEREAS**, the City Engineer and the Director of Public Works recommend approval of the Lump Sum Bid of \$37,505.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that the Wastewater Treatment Facility Backup Generator Feed Project be awarded to Wil-Surge Electric, Inc. for the Lump Sum amount of \$37,505.00.

Introduced: October 21, 2014  
Adopted:

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Robert Miller, Mayor

Attest:

---

Diahnn Halbach, City Clerk

# MEMORANDUM TO THE CITY OF BURLINGTON

**To:** Craig Workman  
**From:** Ryan Cardinal  
**CC:** Judy Gerulat, Kevin Lahner  
**Date:** October 13, 2014  
**Re:** Bid Approval and Recommendation for WWTF Backup Generator Feed Project

A total of two bids were received on Thursday, October 9, 2014 for the **WWTF Backup Generator Feed Project**. The bids were reviewed and the final bid tab results are as follows:

	Bidder No. 1	Bidder No. 2
<b>Bidder:</b>	<b>Wil-Surge Electric, Inc.</b>	<b>Rewald Electric Co.</b>
	<b>13201 W. Silver Spring Road</b>	<b>1556 S. Teut Road</b>
	<b>Butler, WI 53007</b>	<b>Burlington, WI 53105</b>
<b>Lump Sum</b>	<b>\$37,505.00</b>	<b>\$37,700.00</b>
<b>Bid Guaranty</b>	<b>X</b>	<b>X</b>

Based on the review of the bids, the review of the bidder's qualification statement, and discussion with Craig Workman and the WWTF staff, it is my recommendation to award the **WWTF Backup Generator Feed Project** contract to **Wil-Surge Electric, Inc.** for the total cost of \$37,505.00, which was bid as a lump sum. A bid bond of 5% of the contract price, and qualification statement were submitted and complete. The project General Bid Tab is attached for your review.



## CITY OF BURLINGTON

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

<b>Committee of the Whole Item Number: 4</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Kevin M. Lahner, City Administrator, Steven J. DeQuaker, City Treasurer	<b>Subject:</b> Resolution 4699(33) to consider approving an Amendment to the Project Plan of TID 3.
<p><b>Details:</b> The proposed amendment is to allow for TIF District Number 3 to share surplus increments with Environmental Remediation Tax Incremental District No. 1 under the provisions of the Wisconsin Statutes. The amendment proposes to transfer funds from TID 3 to ER TID 1 allowing for the closure of ER TID 1. Due to State Statute changes earlier in 2014, it is now possible to donate “excess tax increments” from a regular TID to an ER-TID so long as the municipality was able to meet certain criteria, of which the City meets.</p> <p>TID 3 was created under the authority provided by Wisconsin Statutes Section 66.1105 on September 29, 1992. The District is an “Industrial District,” created on a finding that at least 50%, by area, of the real property within the District was zoned and suitable for industrial sites. Since this amendment does not add any territory to the District, the District remains in compliance with this provision. Any real property within the District that was found suitable for industrial sites and was zoned for industrial use at the time of the creation of the District, or at the time its boundaries were amended, will remain zoned for industrial use for the life of the District.</p> <p>TID 3 has a maximum statutory life of 27 years, and must close not later than September 29, 2019, resulting in a final collection of increment in budget year 2020. Pre-amendment cash flow projections indicate that considering only existing increment value, the anticipated total cumulative revenues will exceed total liabilities by the year 2017, enabling the District to close three years earlier than its maximum life. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the District would shift the projected closure year from 2017 to 2018. Based on the Economic Feasibility Study, this amendment would shift the projected closure year of ER TID 1 from 2034 to 2018 and provide for payment of all existing and anticipated project costs.</p>	
<p><b>Options &amp; Alternatives:</b> The Council could chose to deny the amendment, close TID 3 approximately 2017 and close ER TID approximately 2034 as originally projected.</p>	
<p><b>Financial Remarks:</b> The current TID 3 Project Plan provides for estimated total project cost expenditures (including interest) of \$64,429,000. To date, project costs have totaled approximately \$59,944,000 (including interest scheduled to be paid). This proposed amendment would provide for additional estimated expenditures in the form of donations to the ER TID 1 of \$3,500,000, for a revised total of \$63,444,000. The additional project costs to be incurred under this amendment are limited to the sharing of surplus increment with the ER TID 1. It is expected that the TID 3 will generate in excess of \$3,500,000 in increment that can be shared with ER TID 1 during the eligible sharing period. To date, project costs for ER TID 1 have totaled approximately \$5,500,000 (including interest scheduled to be paid). No more than \$250,000 of additional expenditures are expected to be incurred during the life of the District.</p>	
<p><b>Executive Action:</b> This item is for discussion at the November 5, 2014 Committee of the Whole meeting and scheduled for the Common Council meeting the same night for consideration.</p>	

**RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN OF  
TAX INCREMENTAL DISTRICT NO. 3,  
CITY OF BURLINGTON, WISCONSIN**

**WHEREAS**, the City of Burlington (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and,

**WHEREAS**, Tax Incremental District No. 3 (the "District") was created by the City on September 29, 1992 as an industrial district; and,

**WHEREAS**, the City now desires to amend the Project Plan of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105, (the "Tax Increment Law"); and,

**WHEREAS**, the proposed amendment is to allow for the District to share surplus increments with Environmental Remediation Tax Incremental District No. 1 under the provisions of Section 66.1105(6)(f) of the Wisconsin Statutes; and,

**WHEREAS**, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

**WHEREAS**, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Racine County, the Burlington Area School District, and the Gateway Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and,

**WHEREAS**, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on October 14, 2014 held a public hearing concerning the proposed amendment

to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon; and,

**WHEREAS**, after said public hearing, the Plan Commission adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan for the District;

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

1. The boundaries of the District shall be named "Tax Incremental District No. 3, City of Burlington", remain unchanged as specified in Exhibit A of this resolution.
2. That this Project Plan Amendment shall become effective as of the date of adoption of this resolution provided that it is further approved by the Joint Review Board.
3. The Common Council finds and declares that:
  - a. Not less than 50%, by area, of the real property within the District is and remains suitable for industrial sites and zoned for industrial use within the meaning of Wisconsin Statutes Section 66.1101.
  - b. Based upon the findings, as stated in 3.a. above, and the original findings as stated in the resolution creating the District, the District remains declared an industrial district based on the identification and classification of the property included within the District.
  - c. There are no additional improvements as a result of this amendment.
  - d. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  - e. The project costs, other than the donation to the Recipient District, will not change as a result of this amendment.
  - f. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District, or at the time its boundaries were amended, will remain zoned for industrial use for the life of the District.
4. The amended Project Plan for "Tax Incremental District No. 3, City of Burlington" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized and directed to notify the Wisconsin Department of Revenue, within 60 days of adoption of the amendment, that this amendment has taken place pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(cm).

**BE IT FURTHER RESOLVED** that pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to make notations to the assessment roll under Wisconsin Statutes Section 70.45, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Wisconsin Statutes Section 70.65, pursuant to Wisconsin Statutes.

Introduced: November 5, 2014  
Adopted:

---

Robert Miller, Mayor

Attest:

---

Diahnn Halbach, City Clerk

**EXHIBIT A -**

**LEGAL BOUNDARY DESCRIPTION OR MAP OF  
TAX INCREMENTAL DISTRICT NO. 3  
CITY OF BURLINGTON**

THIS CAN BE FOUND IN THE PROJECT PLAN

**PROJECT PLAN**

THIS WILL BE HANDED OUT SEPARATELY



October 24, 2014

# Project Plan for the Project Plan Amendment of Tax Incremental District No. 3 In Order to Share Increment With Tax Incremental E.R. District No. 1



Organizational Joint Review Board Meeting Held:	Scheduled for: October 14, 2014
Public Hearing Held:	Scheduled for: October 14, 2014
Adoption by Plan Commission:	Scheduled for: October 14, 2014
Consideration for Adoption by Common Council:	Scheduled for: November 5, 2014
Consideration for Approval by the Joint Review Board:	Scheduled for: November 11, 2014

# Tax Incremental District No. 3 Project Plan Amendment

## City of Burlington Officials

### Common Council

Robert Miller	Mayor
Robert Prailes	Council Member
Edward Johnson	Council Member
Ruth Dawidziak	Council Member
Peter Hintz	Council Member
Tom Vos	Council Member
Jon Schultz	Council Member
Todd Bauman	Council Member
Thomas Preusker	Council Member

### City Staff

Diahnn Halbach	City Clerk
John Bjelajac	City Attorney
Kevin Lahner	City Administrator
Steve DeQuaker	Budget Officer - Treasurer

### Plan Commission

Mayor Robert Miller, Chair	John Lynch
Tom Vos	Chris Reesman
Ruth Dawidziak	Michael Deans
Darrel Eisenhardt	

### Joint Review Board

Mayor Robert Miller, Chair	City Representative
Margaret M. Hamers	Racine County
Bane Thomey	Gateway Technical College District
Peter Smet	Burlington Area School District
John Merten, Jr.	Public Member



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# SECTION 1: Executive Summary

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## Description of District

### Type of District, Size and Location – Donor District

Tax Incremental District (“TID”) No. 3 (The “TID” or “Donor District” or “District”) is an existing industrial district, created by a resolution of the City of Burlington (“City”) Common Council adopted on September 29, 1992 (the “Creation Resolution”).

### Type of District, Size and Location - Recipient District

Environmental Remediation Tax Incremental District (“TID”) No. 1 (The “Recipient District”) created by a resolution of the City of Burlington (“City”) Common Council adopted on September 21, 2010 (the “Creation Resolution”).

## Amendments

The Donor District was previously amended in 1997, whereby a resolution was adopted to add additional territory to the District, and to amend the list of projects to be undertaken. This amendment was the first of four territory amendments permitted for this District.

The Donor District was previously amended in 1999, whereby a resolution was adopted to amend the list of projects to be undertaken.

Tax Incremental District No. 4 was amended in 2005 to share increment with the Donor District for 5 years beginning with taxes levied in 2005.

The Donor District was previously amended on October 5, 2010 whereby a resolution was adopted to remove specified parcels from the District whose inclusion was no longer necessary for District cash flow purposes, as well as to enable the inclusion of those parcels in the Recipient District. This was to enable the City and other overlying taxing jurisdictions to receive the benefit of the release of the associated incremental value into the general tax base beginning in January 1, 2011. The amendment was also to provide for the undertaking of additional expenditures within one-half mile radius of the District’s boundaries. This amendment was the second of four territory amendments permitted for this District.

## Purpose of this Amendment

### Donor District

The proposed amendment is to allow for the District to share surplus increments with Environmental Remediation Tax Incremental District No. 1 under the provisions of Section 66.1105(6)(f) of the Wisconsin Statutes.

### Recipient District

The proposed amendment to the Project Plan is to allow for the Recipient District to be able to pay for project costs and obligations therefor already incurred. Without this amendment the Recipient District is not projected to be able to pay for said project costs and obligations.

## Estimated Total Project Expenditures

### Donor District.

The current Project Plan provides for estimated total project cost expenditures (including interest) of \$64,429,000. To date, project costs have totaled approximately \$59,944,000 (including interest scheduled to be paid). This proposed amendment would provide for additional estimated expenditures in the form of donations to the Recipient District of \$3,500,000, for a revised total of \$63,444,000. The expenditure period of the Donor District for costs other than donations terminates on September 29, 2014.

The additional project costs to be incurred under this amendment are limited to the sharing of surplus increment with the Recipient District. It is expected that the Donor District will generate in excess of \$3,500,000 in increment that can be shared with the Recipient District during the eligible sharing period.

### Recipient District.

To date, project costs for the Recipient District have totaled approximately \$5,500,000 (including interest scheduled to be paid). No more than \$250,000 of additional expenditures are expected to be incurred during the life of the Recipient District.

## Expected Termination of District

### Donor District

The Donor District has a maximum statutory life of 27 years, and must close not later than September 29, 2019, resulting in a final collection of increment in budget year 2020. Pre-amendment cash flow projections indicate that considering only existing increment value the anticipated total cumulative revenues will exceed total liabilities by the year 2017, enabling the District to close three years earlier than its maximum life with a surplus of approximately \$1,400,000. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the District would shift the projected closure year from 2017 to 2018, with a surplus of approximately \$2,000,000.

### Recipient District

The Recipient District has a maximum statutory life of 23 years, and must close not later than September 21, 2033, resulting in a final collection of increment in budget year 2034. Pre-amendment cash flow projections indicate that considering only existing increment value the anticipated total cumulative revenues will not exceed total liabilities by the year 2034. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the Donor District would shift the projected closure year from 2034 to 2018 and provide for payment of all existing and anticipated project costs.

## Economic Development

Authorizing the Donor District to share increments with the Recipient District will provide additional resources needed to assist the Recipient District in accomplishing the economic development goals set forth in its Project Plan. Without this assistance, it is unlikely this will happen, or will happen within the timeframe, or at the levels projected. The application of the Donor District's surplus increment, as permitted by Wisconsin Statutes, promotes the overall economic development of the City to the benefit of all overlapping taxing jurisdictions.

## Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of the Donor District’s Project Plan, the remaining development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- Current and projected tax increment collections for the Recipient District will be insufficient to pay for project costs already incurred and/or the additional projects that need to be completed in that District to achieve the objectives of its Project Plan.
- In order to cover the increased expenses, in Recipient District, and to meet its goals, it is likely that revenue sharing from the Donor District will be necessary. Therefore, the City expects that “but for” this revenue sharing, the planned development in the Recipient District will not be fully realized.
- **That “but for” amendment of the Donor District’s Project Plan, the economic development objectives of the Recipient District’s Project Plan will not be achieved.** In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to allow for the sharing of the Donor District’s increment with the Recipient District, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded, in the case of both the Donor District and the Recipient District, that the “but for” test was met. As demonstrated in the Economic Feasibility section of this Project Plan Amendment, the Recipient District is not likely to recover its Project Costs without the receipt of shared increment from the Donor District. This would create a significant financial burden for City taxpayers, and since all taxing jurisdictions will ultimately share in the benefit of the redevelopment projects and increased tax base, it is appropriate for all taxing jurisdictions to continue to share in the costs to implement them. Accordingly, the City finds that it is reasonable to conclude the “but for” test continues to be satisfied.

2. **The economic benefits of amending the Donor District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

- As demonstrated in the Economic Feasibility Section of this Project Plan amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs. On this basis alone, the finding is supported.
- Approval of the ability to share increment with the Recipient District is necessary to enable that District to fully realize the economic benefits projected in its Project Plan. Since the Donor District is generating sufficient increment to pay for its project costs, and has surplus increment available to pay for some of the project costs of the Recipient District, the economic benefits that have already been generated are more than sufficient to compensate for the cost of improvements in the Donor and Recipient Districts.
- **The economic benefits of amending the Donor District, as measured by increased employment, business and personal income, and property value, are sufficient to**

**compensate for the cost of the improvements.** Tax increment collections in the Donor District are already sufficient to pay for the cost of all improvements made in the District, thus allowing for this District to become a donor.

**3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**

- Given that it is likely that the Recipient District will not achieve all of the objectives of its Project Plan or in the same manner without the ability to share in the surplus increments of the Donor District (see finding # 1), and since the District is expected to generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements (see Finding #2), the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the Project Plan is not amended.
4. The boundaries of the District are not being amended. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District, or at the time its boundaries were amended, will remain zoned for industrial use for the life of the District.
  5. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution and in any subsequent resolutions amending the boundaries of the District, the District remains declared an industrial district based on the identification and classification of the property included within the District.
  6. The project costs, other than the donation to the Recipient District, will not change as a result of this amendment.
  7. There are no additional improvements assumed as a result of this amendment.
  8. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  9. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

## SECTION 2: Type and General Description of District

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The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on September 29, 1992 by resolution of the Common Council. The District’s valuation date, for purposes of establishing base value, was January 1, 1992.

The District is an “Industrial District,” created on a finding that at least 50%, by area, of the real property within the District was zoned and suitable for industrial sites within the meaning of Wisconsin Statutes

Section 66.1101. Since this amendment does not add any territory to the District, the District remains in compliance with this provision. Any real property within the District that was found suitable for industrial sites and was zoned for industrial use at the time of the creation of the District, or at the time its boundaries were amended, will remain zoned for industrial use for the life of the District.

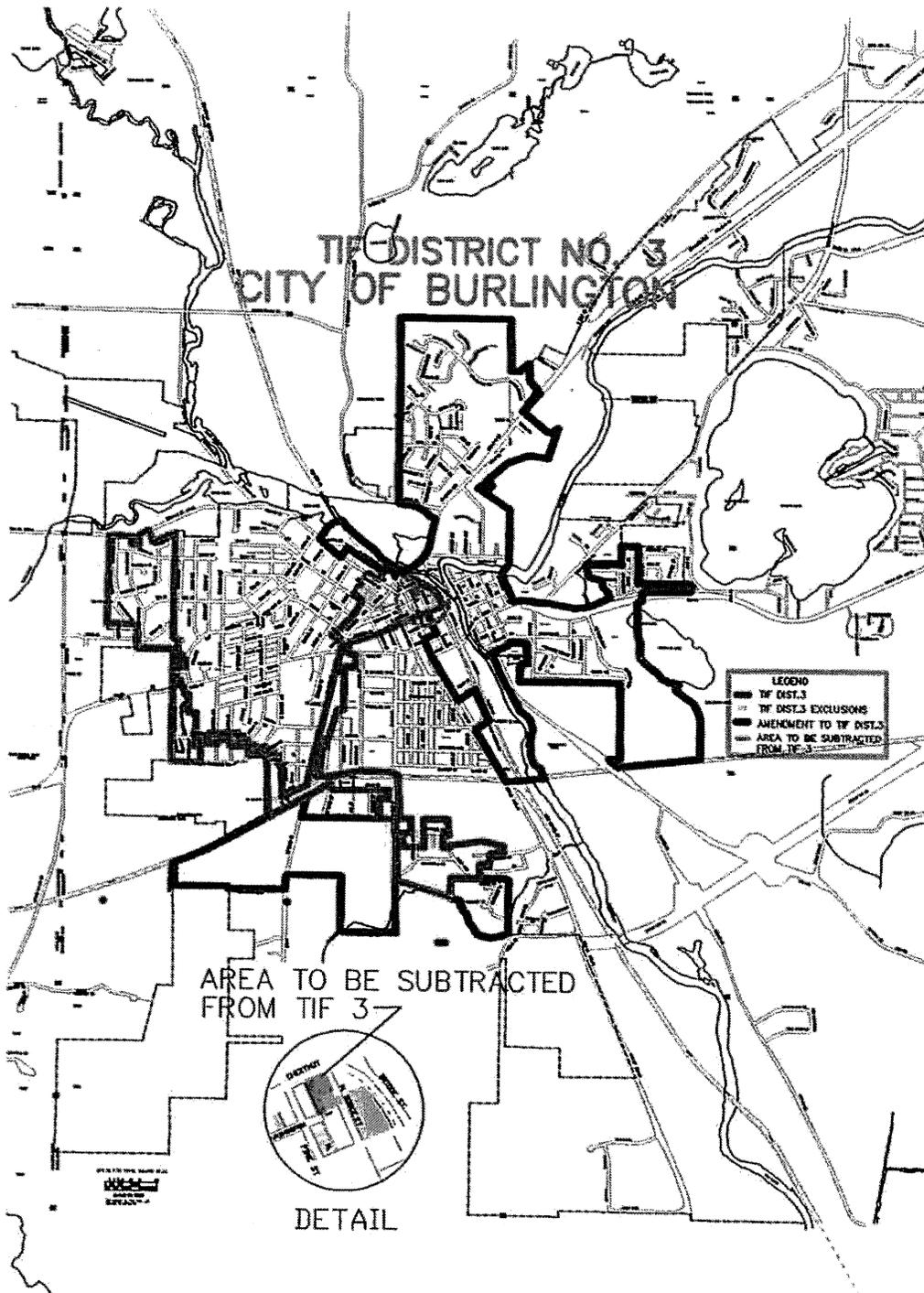
Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. The boundaries of the Donor District have been amended twice prior to this Amendment. Since this amendment does not involve the addition or subtraction of territory from the District, it is not counted against the number of available boundary amendments.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

A map depicting the current boundaries of the District is found in Section 3 of this Plan. Based upon the findings stated above, the original findings stated in the Creation Resolution, and the findings contained in any subsequent resolution adding territory to the District, the District remains an industrial district based on the identification and classification of the property included within the District.

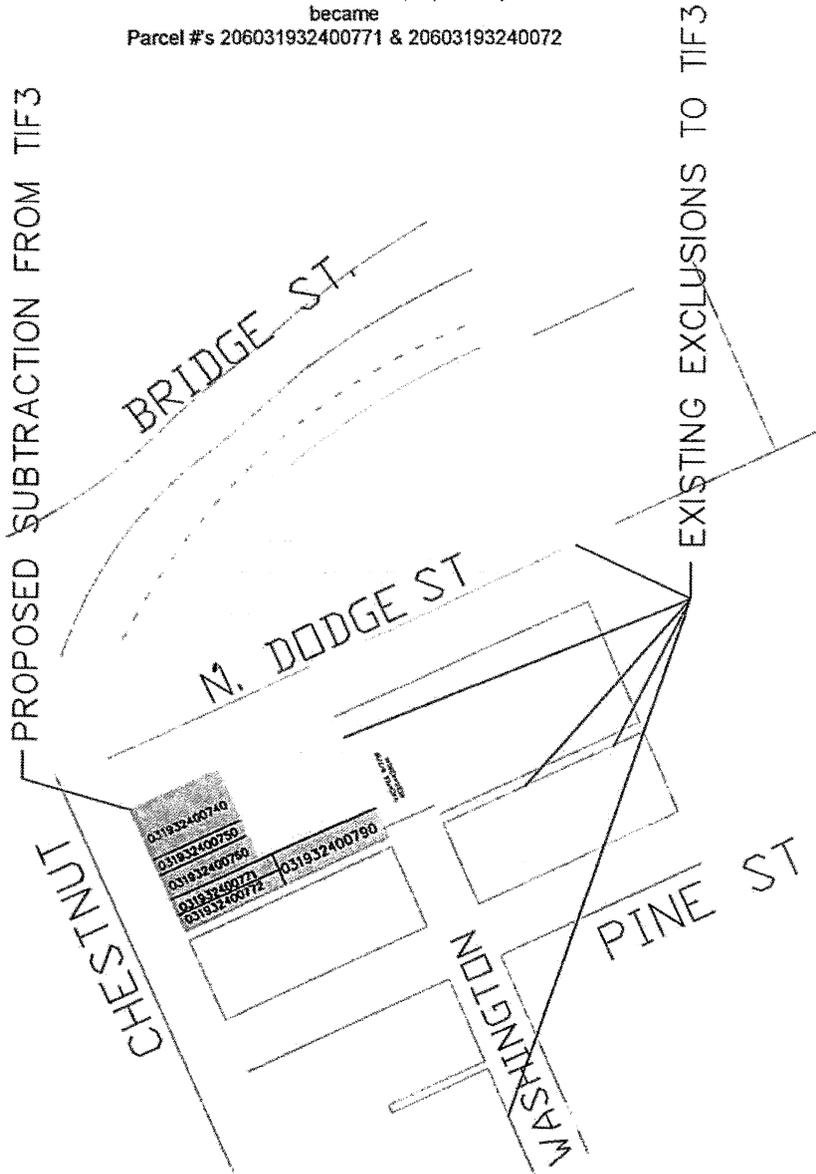
SECTION 3:  
Map of Current District's Boundaries

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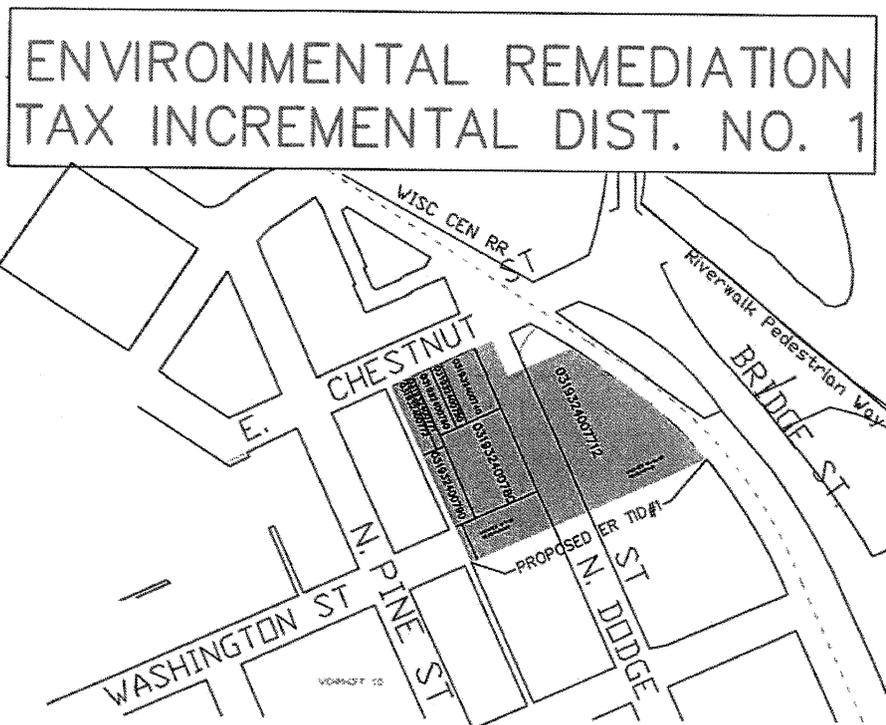


Tax Incremental District No. 3 (Donor District)

Parcel # 206031932400770 (in 1992)  
became  
Parcel #'s 206031932400771 & 20603193240072



Environmental Remediation Tax Incremental District No. 1 (Recipient District)



## SECTION 4: Map Showing Existing Uses and Conditions

---

There will be no change to District boundaries, nor any changes to the existing uses and conditions within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

## SECTION 5: Equalized Value Test

---

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Amendment.

## SECTION 6: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

---

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Document(s) remains in effect.

## SECTION 7: Map Showing Proposed Improvements and Uses

---

There will be no change to District boundaries, nor any changes to the proposed improvements or uses within the District as a result of this amendment. A copy of this map can be found in the Original and/or amended Project Plan documents.

## SECTION 8: Detailed List of Project Costs

---

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or amended Project Plan documents remains in effect.

## SECTION 9: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

---

This Project Plan Amendment allows the Donor District to allocate positive tax increments to the Recipient District. The authority for this Amendment is Wisconsin Statutes Section 66.1105(6)(f) which provides for the allocation of increments providing that the following are true:

- The Donor District, the positive tax increments of which are to be allocated, and the Recipient District have the same overlying taxing jurisdictions.
- The allocation of tax increments is approved by the Joint Review Board.
- The Donor District is able to demonstrate, based on the positive tax increments that are currently generated, that it has sufficient revenues to pay for all project costs that have been incurred under the Project Plan for that District and sufficient surplus revenues to pay for some of the eligible costs of the Recipient District. This demonstration is found on pages 14 – 17.
- The Recipient District was created upon a finding that not less than 50 percent, by area, of the real property within the District is blighted or in need of rehabilitation, or the project costs in the District are used to create, provide, or rehabilitate low-cost housing or to remediate environmental contamination.

Cash Flow

City of Burlington, Wisconsin

ER Tax Increment District

Cash Flow Projection - ER TID 2014 TID BEFORE DONATION

Year	Cash Inflows					Cash Outflows					Balances				
	Tax Increments	Interest Earnings/ (Cost)	BAB Rebates on 2010 Taxable G.O.	Other Rev. (incl. Dev. Loan)	Donation to ER-TID	Total Revenues	Taxable G.O. Bond (BAB) Dated Date: 05/12/10	G.O. Refunding Bond Dated Date: 06/12/12	G.O. Refunding Bond Dated Date: 03/06/14	Other & Admin	Total Cash Outflows	Annual	Cumulative	Principal Outstanding	Year
2012	46,751	(3,567)	31,049	109,944		184,176	0	90,000	1,875,000	39,825	0	0	(1,783,505)	2,610,000	2012
2013	63,885	(3,660)	31,049	109,944		201,218	0	90,000	1,875,000	500	230,468	(46,292)	(1,829,797)	2,520,000	2013
2014	34,706	(3,633)		109,944		141,017	88,710	90,000	1,875,000	500	187,823	13,395	(1,816,401)	2,460,000	2014
2015	34,706	(3,644)		109,944		141,006	88,710	95,000	1,875,000	500	146,821	(5,804)	(1,822,205)	2,365,000	2015
2016	34,706	(3,654)		109,944		140,986		95,000	1,875,000	500	145,919	(4,913)	(1,827,118)	2,270,000	2016
2017	34,706	(3,664)		109,944		140,988		95,000	1,875,000	500	144,826	(3,830)	(1,830,948)	2,175,000	2017
2018	34,706	(3,674)		109,944		140,988		100,000	1,875,000	500	272,858	(131,869)	(1,962,817)	1,950,000	2018
2019	34,706	(3,684)		109,944		140,725		100,000	1,875,000	500	264,833	(124,108)	(2,086,925)	1,730,000	2019
2020	34,706	(4,174)		109,944		140,476		100,000	1,875,000	500	266,220	(125,744)	(2,212,669)	1,505,000	2020
2021	34,706	(4,425)		109,944		140,225		130,000	1,875,000	500	168,153	(27,928)	(2,240,596)	1,375,000	2021
2022	34,706	(4,481)		109,944		140,169		135,000	1,875,000	500	170,765	(30,596)	(2,271,192)	1,240,000	2022
2023	34,706	(4,542)		109,944		140,108		140,000	1,875,000	500	173,013	(32,905)	(2,304,097)	1,100,000	2023
2024	34,706	(4,608)		109,944		140,042		145,000	1,875,000	500	174,875	(34,833)	(2,338,930)	955,000	2024
2025	34,706	(4,678)		109,944		139,972		150,000	1,875,000	500	176,333	(36,360)	(2,375,290)	805,000	2025
2026	34,706	(4,751)		1,187		31,143		155,000	1,875,000	500	177,365	(37,887)	(2,412,677)	650,000	2026
2027	34,706	(5,043)		1,187		30,850		155,000	1,875,000	500	173,064	(42,214)	(2,454,891)	495,000	2027
2028	34,706	(5,327)		1,187		30,566		160,000	1,875,000	500	173,455	(42,889)	(2,501,780)	335,000	2028
2029	34,706	(5,613)		1,187		30,280		165,000	1,875,000	500	173,498	(43,217)	(2,549,897)	170,000	2029
2030	34,706	(5,900)		1,187		29,994		170,000	1,875,000	500	173,220	(43,226)	(3,093,059)	0	2030
2031	34,706	(6,186)		1,187		29,707		170,000	1,875,000	500	500	29,207	(3,063,852)	0	2031
2032	34,706	(6,128)		1,187		29,766		170,000	1,875,000	500	500	29,266	(3,034,586)	0	2032
2033	34,706	(6,069)		1,187		29,824		170,000	1,875,000	500	500	29,324	(3,005,262)	0	2033
2034	34,706	(6,011)		1,187		29,883		170,000	1,875,000	1,500	1,500	28,383	(2,976,879)	0	2034
Total	804,761	(103,682)	62,097	1,439,955	0	2,203,131	177,420	765,000	1,875,000	51,325	3,396,506				Total

Notes:	2013 & 2014 per PC-2023. Values & forecast tax rate decrease of 0.89 mills for technical college. Assume no change in value or tax rate after that.	Use 2013 actual	2013 incl. cash repaid to General Fund; 2018 incl. est. cost of closure audit	As of 12/31/13 incl. Due to & Advances from Other Funds of \$1,828,605	Projected Closure Before Donation to ER-TID.
	2013 based on 8/15/14. Ignore reductions. Went away when 2010 Taxable G.O. Bond was refunded.	actual	Refunded 2010 BABs	Refunded by 2014 G.O. Refunding Bonds	Projected deficit at Closure would be funded by tax levies in 2018-2030

**City of Burlington, Wisconsin**

Tax Increment District #3

Cash Flow Projection - TID 3 2014 TID BEFORE DONATION

Year	Cash Inflows				Cash Outflows										Balances			
	Tax Increments	Interest Earnings/ (Cost)	BA8 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	G.O. Refunding Bond	G.O. Refunding Bond	Other & Admin	Donation to ER-TID	Total Cash Outflows	Annual	Cumulative Outstanding	Principal Outstanding	Year
						Dated Date: 05/26/05	Dated Date: 05/12/10	Dated Date: 05/12/10	Dated Date: 11/15/11	Dated Date: 09/06/14								
						Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest					
2012	4,161,342	36,735	14,989	16,630	4,229,696	1,050,000	341,125	780,000	166,806	1,075,000	452,587	0	0	3,664,650	0	2,852,070	20,215,000	2012
2013	4,565,495	36,735	14,989	16,630	4,633,849	1,100,000	302,950	810,000	150,906	1,075,000	290,500	3,664,650	3,664,650	565,046	3,417,116	17,605,000	17,605,000	2013
2014	4,271,940	13,533	0	16,630	4,302,104	1,100,000	269,525	915,000	134,356	1,075,000	2,500	3,244,368	3,244,368	1,057,796	4,404,427	14,790,000	14,790,000	2014
2015	4,271,940	7,843	0	16,630	4,296,414	1,150,000	218,900	530,000	19,906	1,075,000	5,000	3,346,255	3,346,255	950,159	5,462,224	11,970,000	11,970,000	2015
2016	4,271,940	9,743	0	16,630	4,298,314	1,150,000	172,325	615,000	7,303	1,075,000	3,443	2,690,734	2,690,734	1,607,580	8,019,962	6,555,000	6,555,000	2016
2017	4,271,940	12,959	0	16,630	4,301,529	1,150,000	124,313	940,000	75,200	1,075,000	1,278	2,289,513	2,289,513	2,012,017	10,031,979	4,465,000	4,465,000	2017
2018	4,271,940	16,983	0	16,630	4,305,553	1,175,000	74,906	970,000	48,900	1,075,000	1,145,000	2,268,806	2,268,806	2,036,747	12,068,736	2,320,000	2,320,000	2018
2019	4,271,940	21,056	0	16,630	4,309,627	1,175,000	24,969	1,145,000	17,175	1,075,000	9,740	2,362,144	2,362,144	1,947,483	14,016,208	0	0	2019
2020	4,271,940	21,056	0	16,630	4,309,627	1,175,000	24,969	1,145,000	17,175	1,075,000	9,740	2,362,144	2,362,144	1,947,483	14,016,208	0	0	2020
Total	34,358,479	155,588	29,978	133,040	34,677,084	9,050,000	1,522,013	2,840,000	112,872	1,065,000	9,740	23,512,946	23,512,946	0	0	0	0	Total

Notes:  
 2013 & 2014 per PC-2024.  
 2015 based on 8/15/14 values & forecast tax rate decrease of 0.89 mills for technical college. Assume no change in value or tax rate after that.  
 Ignores reductions. Went away when 2010 Taxable G.O. Bond was refunded.  
 Use 2013 actual

May be prepaid or current refunded 4/1/15

Refunded by 2014 G.O. Refunding Bonds

May NOT be called (prepaid)

May be prepaid 4/1/18; need to set aside approx. \$43,000 to pay interest due 10/1/17 thru 4/1/18 call date

Expenditure period ends 9/29/14

Refunded 2010 BABs

As of 12/31/13 Audit includes Net Advances to Other Funds of \$1,771,462

Projected Closure before Donation to ER-TID

# City of Burlington, Wisconsin

## Tax Increment District #3

### Cash Flow Projection - TID 3 2014 TID DONATED 2 YEARS

Year	Tax Increments			Interest Earnings/ (Cost)		BAB Rebates on 2010		CDA Lease Revenue Refunding Bond		Taxable G.O. Bond (BAB)		G.O. Refunding Bond		G.O. Refunding Bond		G.O. Refunding Bond		Total Cash Outflows	Donation to ER-TID	Other & Admin	Principal Outstanding	Year	
	Tax	Other	Revenue	Revenue	Revenue	Principal	Interest	Dated Date:	Principal	Interest	Dated Date:	Principal	Interest	Dated Date:	Principal	Interest	Dated Date:						Principal
2012	4,161,342	0	16,630	36,735	14,989	1,050,000	341,125	1,055,000	42,825	780,000	51,306	780,000	166,806	0	0	0	0	0	0	0	2,852,070	20,215,000	2012
2013	4,566,495	0	16,630	36,735	14,989	1,100,000	302,950	1,055,000	42,825	810,000	34,356	810,000	150,906	3,664,650	565,046	3,417,116	1,075,000	0	0	565,046	3,417,116	17,665,000	2013
2014	4,271,940	0	16,630	13,496	0	1,150,000	262,525	1,055,000	42,825	530,000	19,906	530,000	134,356	3,671,538	962,311	4,379,427	1,075,000	0	0	962,311	4,379,427	14,790,000	2014
2015	4,271,940	0	16,630	7,793	0	1,150,000	218,900	1,055,000	42,825	615,000	7,303	615,000	116,609	3,244,308	1,057,759	5,437,186	1,075,000	0	0	1,057,759	5,437,186	11,970,000	2015
2016	4,271,940	0	16,630	9,693	0	1,150,000	172,325	1,055,000	42,825	905,000	97,131	905,000	75,200	3,346,255	950,108	6,387,295	1,075,000	0	0	950,108	6,387,295	8,975,000	2016
2017	4,271,940	0	16,630	10,108	0	1,150,000	124,313	1,055,000	42,825	940,000	75,200	940,000	48,900	4,090,734	207,530	6,594,825	1,075,000	0	0	207,530	6,594,825	6,555,000	2017
2018	4,271,940	0	16,630	9,927	0	1,175,000	74,906	1,175,000	85,650	970,000	48,900	970,000	48,900	4,389,513	2,029,691	8,503,991	1,075,000	0	0	2,029,691	8,503,991	4,465,000	2018
2019	4,271,940	0	16,630	13,986	0	1,175,000	24,969	1,175,000	85,650	1,145,000	17,175	1,145,000	17,175	2,268,806	1,940,413	10,474,094	1,075,000	0	0	1,940,413	10,474,094	2,320,000	2019
2020	4,271,940	0	16,630	13,986	0	1,175,000	24,969	1,175,000	85,650	1,145,000	17,175	1,145,000	17,175	2,362,144	2,029,691	10,474,094	1,075,000	0	0	2,029,691	10,474,094	2,320,000	2020
Total	34,358,479	133,040	34,659,970	138,473	29,978	9,050,000	1,522,013	9,050,000	85,650	2,840,000	112,872	2,840,000	807,084	27,037,946	7,755,587	3,500,000	1,065,000	9,740	3,500,000	7,755,587	27,037,946	27,037,946	Total

Notes: 2013 & 2014 per PC-202s. 2015 based on 8/15/14 values & forecast tax rate decrease of 0.89 mills for technical college. Assume no change in value or tax rate after that.

Ignore reductions. Went away when 2010 Taxable G.O. Bond was refunded.

Use 2013 actual

May be prepaid or current refunded 4/1/15

May NOT be called (prepaid)

May be prepaid 4/7/18

Refunded 2010 BABS

Expenditure period ends 9/29/14

Make Donation after providing for remaining debt

As of 12/31/13 Audit Includes Net Advances to Other Funds of \$1,771,462

Projected Closure before Donation after ER-TID

# City of Burlington, Wisconsin

## ER Tax Increment District

### Cash Flow Projection - ER TID 2014 TID DONATED 2 YEARS

Year	Cash Inflows				Cash Outflows				Balances						
	Tax Increments	Interest Earnings/ (Cost)	BAB Rebates on 2010 Taxable G.O. Loan Repay	Other Rev. (incl. Dev. Loan Repay)	Donation to ER-TID	Total Revenues	Taxable G.O. Bond (BAB) Dated Date: 05/12/10 Principal Interest	G.O. Refunding Bond Dated Date: 06/12/12 Principal Interest	G.O. Refunding Bond Dated Date: 03/06/14 Principal Interest	Other & Admin	Total Cash Outflows	Annual	Cumulative	Principal Outstanding	Year
2012											0	0	(1,783,505)	2,610,000	2012
2013	46,751	(3,567)	31,049	109,944		184,176	0	88,710	90,000	11,993	39,825	(46,292)	(1,829,797)	2,520,000	2013
2014	63,885	(3,660)	31,049	109,944		201,218	0	88,710	90,000	8,613	500	13,395	(1,816,401)	2,460,000	2014
2015	34,706	(3,633)		109,944		141,017			95,000	7,999	500	(5,804)	(1,822,205)	2,365,000	2015
2016	34,706	(3,644)		109,944		141,006			95,000	7,036	500	(4,913)	(1,827,118)	2,270,000	2016
2017	34,706	(3,654)		109,944	1,400,000	1,540,996			95,000	5,944	500	1,396,170	(430,948)	2,175,000	2017
2018	34,706	(862)		109,944	2,100,000	2,243,788			100,000	4,600	1,500	1,369,931	1,538,983	1,950,000	2018
2019		3,078		108,757		111,835			100,000	2,950	100	(152,598)	1,386,385	1,730,000	2019
2020		2,773		108,757		111,530			100,000	1,025	100	(154,290)	1,232,095	1,505,000	2020
2021		2,464		108,757		111,221			100,000	39,695	100	(154,290)	1,077,800	1,375,000	2021
2022		2,351		108,757		111,108			100,000	37,653	100	(154,290)	923,507	1,240,000	2022
2023		2,233		108,757		110,990			100,000	35,265	100	(154,290)	769,212	1,100,000	2023
2024		2,109		108,757		110,866			100,000	32,513	100	(154,290)	614,921	955,000	2024
2025		1,982		108,757		110,739			100,000	29,375	100	(154,290)	460,626	805,000	2025
2026		1,852		108,757		110,612			100,000	26,237	100	(154,290)	306,331	650,000	2026
2027		1,502		108,757		110,485			100,000	23,100	100	(154,290)	152,036	495,000	2027
2028		1,159		108,757		110,358			100,000	19,963	100	(154,290)	(2,273)	335,000	2028
2029		815		108,757		110,231			100,000	16,826	100	(154,290)	(17,522)	170,000	2029
2030		471		108,757		110,104			100,000	13,689	100	(154,290)	(32,111)	0	2030
Total	249,461	3,769	62,097	1,420,963	3,500,000	5,236,290	0	177,420	765,000	50,039	44,525	3,389,706			Total

Notes:	2013 & 2014 per PC-202s. 2015 based on 8/15/14 values & forecast tax rate decrease of 0.89 mills for technical college. Assume no change in value or tax rate after that.	ignores reductions. Went away when 2010 Taxable G.O. Bond was refunded.	Use 2013 actual	From TID #3	Refunded by 2014 G.O. Refunding Bonds	May NOT be called (prepaid)	Refunded 2010 BABs; Callable 5/1/2021	2013 incl. cash repaid to General Fund; 2018 incl. est. cost of closure of audit	As of 12/31/13 incl. Advances from Other Funds of \$1,828,605	Projected Closure after Donation to ER-TID. After 2018, debt service to be paid from cash & developer loan repayments.
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## SECTION 10: Annexed Property

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No territory will be added or subtracted from the District as a result of this amendment.

## SECTION 11: Proposed Zoning Ordinance Changes

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The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Project Plan amendment. And any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

## SECTION 12: Proposed Changes in Master Plan, Map, Building Codes and City of Burlington Ordinances

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It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

## SECTION 13: Relocation

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It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan.

## SECTION 14: Orderly Development and/or Redevelopment of the City of Burlington

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This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

## SECTION 15: List of Estimated Non-Project Costs

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Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with tax incremental finance funds.

The City does not expect to incur any non-project costs in the implementation of this Project Plan Amendment.

SECTION 16:  
Opinion of Attorney for the City of Burlington Advising  
Whether the Plan is Complete and Complies with  
Wisconsin Statutes 66.1105

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October 24, 2014

**SAMPLE**

Mayor Robert Miller  
City of Burlington  
300 N. Pine Street  
Burlington, Wisconsin 53105

**RE: City of Burlington, Wisconsin Tax Incremental District No. 3 Amendment**

Dear Mayor:

As City Attorney for the City of Burlington, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney John Bjelajac  
City of Burlington



## CITY OF BURLINGTON

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

<b>Common Council Item Number: 14A</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Kevin Lahner, City Administrator Peter Nimmer, Chief of Police	<b>Subject:</b> Ordinance 1991(10) to amend Section 293-4, "Winter Restricted Parking Regulations".

**Details:**

Over the past several years during severe snowstorms the Mayor in consultation with Chief of Police and Director of Public Works have implemented "Winter Parking Restrictions" restricting parking on city streets in order to effectively and efficiently plow the streets. The Mayor has declared winter restricted parking under the authority of Chapter 31, "Emergency Government", which in essence was really designed to address major catastrophes such as tornadoes and other natural disasters and it was not necessarily intended to deal with severe snowstorms or snow fall. The requested change in the ordinance would specifically address severe snow storms and the restriction of parking on city streets under the Chapter 293-4, Winter Restricted Parking Regulations.

This amendment allows for the Mayor or City Administrator, in consultation with the Police Chief and Director of Public Works, to declare a snow emergency during major snowfalls or blizzards under Chapter 293-4. This declaration would prohibit parking on all city streets until snow operations have been completed by as declared by the Director of Public Works or their designee.

It should be noted this changed does not change the Winter Restricted Parking regulations that restrict parking between the hours of 10 p.m. and 6 a.m. when three or more inches of snow falls during any 24 hour period.

**Options & Alternatives:**

The Council may choose to keep Chapter 293-4 as it is currently written which requires declaration under Chapter 31.

**Financial Remarks:**

There are no financial impacts associated with this amendment.

**Executive Action:**

This item was discussed at the October 21, 2014 Committee of the Whole meeting and is scheduled for the November 5, 2014 Common Council meeting for consideration.

**AN ORDINANCE TO AMEND SECTION 293-4, "WINTER RESTRICTED PARKING REGULATIONS" OF THE CODE OF THE CITY OF BURLINGTON**

The Common Council of the City of Burlington do ordain as follows:

**Section 1.** Section 293-4, "Winter Restricted Parking Regulations", is hereby deleted, and in its place the following new Section 293-4 is adopted:

A. Declaration.

(1) Winter Restricted Parking. Winter restricted parking regulations shall be in force in the City by reason of a heavy snowstorm whenever snow falls during any period of 24 hours or less to a depth of three inches or more or has fallen or been blown in such manner as to produce a congestion of traffic or a traffic hazard. Winter restricted parking is declared to continue for a period of 48 hours or until such earlier time as snowplowing operations have been declared completed by the Supervisor of Streets and Parks or his designated representative.

(2) Snow Emergencies. Notwithstanding any other provision of law, whenever the Mayor or City Administrator or his or her designee, upon consultation with the Director of Public Works or his or her designee, together with the Chief of Police on duty, determine that an emergency exists because of heavy snowstorm (six inches or more in a twenty-four-hour period), blizzard or blowing and drifting snow, or other catastrophe, they may, in the interest of public safety, convenience and necessity, declare an emergency and prohibit parking on any street or alley in the City. The declaring officials shall notify the appropriate media of the emergency pursuant to the City protocol for such notification, and shall be responsible for notifying the same media at the termination of the emergency. The emergency may not be terminated without approval of the Director of Public Works or his or her designee, who shall determine that street clearing operations have been substantially completed.

B. Winter restricted parking regulations. Whenever winter restricted parking is in force and the Supervisor of Streets and Parks or his designated representative shall have an announcement thereof made by whatever means is available, no person shall park, or suffer to be parked, any vehicle of any kind or description between the hours of 10:00 p.m. and 6:00 a.m. upon any street, alley or municipal parking lot.

C. Snow Emergency parking regulations. Whenever a Snow Emergency has been declared and the designated representative shall have an announcement thereof made by whatever means is available, no person shall park, or suffer to be parked, any vehicle of any kind or description upon any street, alley or municipal parking lot until such time the emergency is terminated and the Director of Public Works determines that street clearing operations have been substantially completed.

D. Removal. A vehicle of any kind or description parked in violation of these regulations may be removed by towing to a public parking lot or other designated lot, either by public or privately owned apparatus as directed by the Chief of Police or his designated

representative, and shall be ticketed for illegal parking. The City shall not be responsible for any damage to the vehicle while in the public parking lot or from being towed.

- E. Removal fee. Whenever it is necessary or expedient to remove any vehicle in any such area, the towing charge shall be paid for by the owner of such vehicle, as provided for in Chapter 31, §31-9B of this Code.

**Section 2.** This ordinance shall take effect and be in full force after its passage and publication as required by law.

Introduced: October 21, 2014

Adopted:

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Robert Miller, Mayor

Attest:

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Diahnn Halbach, City Clerk

**AN ORDINANCE TO AMEND SECTION 293-4, "WINTER RESTRICTED PARKING REGULATIONS" OF THE CODE OF THE CITY OF BURLINGTON**

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~~(2) See Chapter 31, Emergency Government, for declarations of snow emergencies.~~

(2) Snow Emergencies. Notwithstanding any other provision of law, whenever the Mayor or City Administrator or his or her designee, upon consultation with the Director of Public Works or his or her designee, together with the Chief of Police on duty, determine that an emergency exists because of heavy snowstorm (six inches or more in a twenty-four-hour period), blizzard or blowing and drifting snow, or other catastrophe, they may, in the interest of public safety, convenience and necessity, declare an emergency and prohibit parking on any street or alley in the City. The declaring officials shall notify the appropriate media of the emergency pursuant to the City protocol for such notification, and shall be responsible for notifying the same media at the termination of the emergency. The emergency may not be terminated without approval of the Director of Public Works or his or her designee, who shall determine that street clearing operations have been substantially completed.

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**Section 2.** This ordinance shall take effect and be in full force after its passage and publication as required by law.

Introduced:  
Adopted:

---

Robert Miller, Mayor

Attest:

---

Diahnn Halbach, City Clerk



## CITY OF BURLINGTON

**Building & Zoning Department**  
300 N. Pine Street, Burlington, WI, 53105  
(262) 342-1164 – (262) 763-3474 fax  
www.burlington-wi.gov

<b>Committee of the Whole Item: 6</b>	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Patrick Scherrer, Building Inspector	<b>Subject:</b> Motion 14-787 to consider approving a Certificate of Appropriateness and Sign Permit for 100 E. Chestnut Street.

### Details:

The Historic Preservation Commission (HPC) recommends approval of a Certificate of Appropriateness Application for the project located at 100 E. Chestnut Street (Ansay & Associates Insurance).

The proposed project consists of:

- The replacement of existing awnings with new awnings. The existing awning structure proposed is to be changed to a white/gray-colored fabric. The proposed colors of the lettering to the valance are to be blue on each of the two awnings. It appears that the proposed “Ansay & Associates” sign lettering is 10 inches tall and 112.5 inches long covering 7.81+/- square feet of the canopy area. It appears that the proposed “Insurance & Benefit Solutions” sign lettering is 6.0 inches tall and 167.5 inches long and covering 6.98+/- square feet of the canopy area. The total area of all awning signage proposed is about 14.79+/- square feet. No signage illumination is proposed.

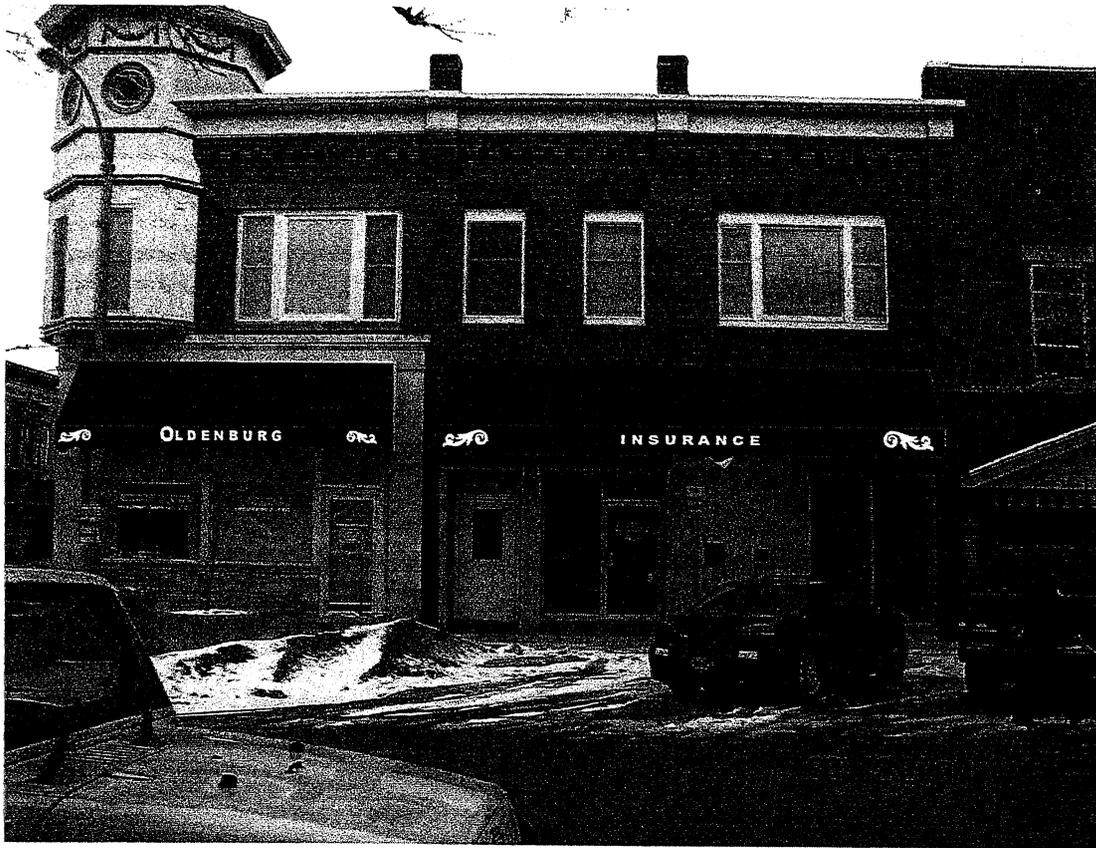
The Certificate of Appropriateness and Sign Permit Applications was reviewed and approved at the October 23, 2014 HPC meeting.

### Financial Remarks:

The approved items will be paid 100% by the owner.

### Executive Action:

This item is for discussion at the November 5, 2014 Committee of the Whole meeting and per common practice it is scheduled for the Common Council meeting for consideration the same night.

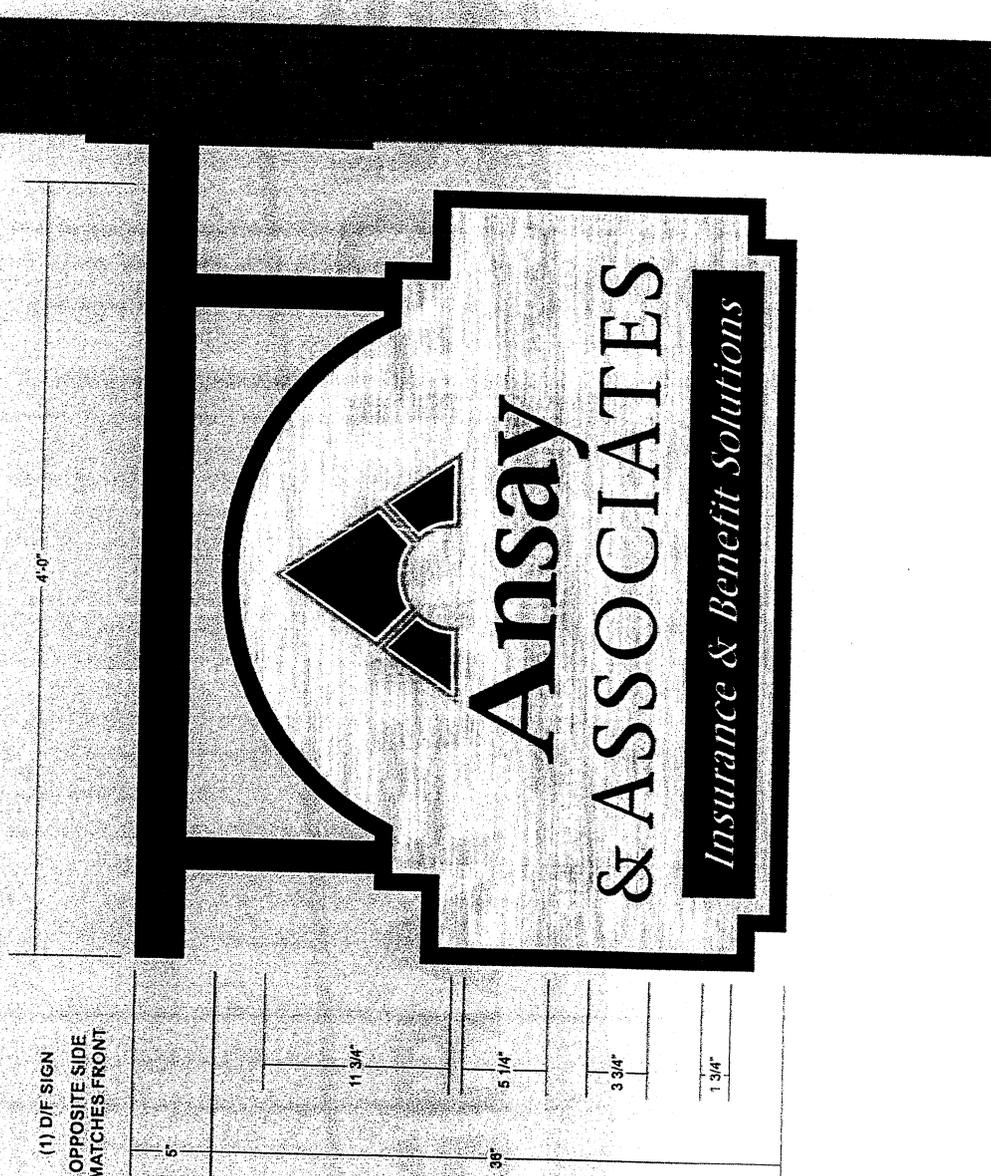


*Existing*



*New*

Handwritten notes: "N. Francis" and "S.D."



CLIENT HAS IDENTIFIED THE LOCATION IN WHICH THE SIGNAGE IS TO BE INSTALLED. THE CLIENT HAS THE SOLE RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY OF ALL EXISTING STRUCTURES TO SUPPORT THE SIGNAGE.

DISCLAIMER: THE PINK COLORS SHOWN IN THIS DRAWING ARE FOR INFORMATIONAL PURPOSES ONLY. THE PINK COLORS SHOWN IN THIS DRAWING ARE NOT TO BE USED FOR THE FINAL AUTOMATED PRINTS OR THE FINAL COLORS THAT WILL BE USED OR IN THE PAPER'S COLOR. ALL SIZES, SHAPES, COLORS, PENS, AND CONCEPTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

RELEASE DATE:

ALL RIGHTS RESERVED



## CITY OF BURLINGTON

**Building & Zoning Department**  
300 N. Pine Street, Burlington, WI, 53105  
(262) 342-1164 – (262) 763-3474 fax  
www.burlington-wi.gov

<b>Committee of the Whole Item:</b> 7	<b>Date:</b> November 5, 2014
<b>Submitted By:</b> Patrick Scherrer, Building Inspector	<b>Subject:</b> Motion 14-788 to consider approving a Certificate of Appropriateness for 413 N. Pine Street.

**Details:**

The Historic Preservation Commission (HPC) recommends approval of a Certificate of Appropriateness Application for the project located at 413 N. Pine Street (Schuette-Daniels Furniture Store).

The proposed project consists of:

- The demolition of the back half of the building that was deemed structurally unsafe due to fire damage.

The Certificate of Appropriateness and Sign Permit Applications was reviewed and approved at the October 23, 2014 HPC meeting.

**Financial Remarks:**

The approved items will be paid 100% by the owner.

**Executive Action:**

This item is for discussion at the November 5, 2014 Committee of the Whole meeting and per common practice it is scheduled for the Common Council meeting for consideration the same night.

