



**AGENDA**  
**COMMITTEE OF THE WHOLE**  
**Tuesday, January 19, 2016 at 6:30 p.m.**  
**Common Council Chambers - 224 East Jefferson Street**

Mayor Robert Miller

Edward Johnson, Alderman, 1<sup>st</sup> District

John Ekes, Alderman, 1<sup>st</sup> District

Ruth Dawidziak, Alderman, 2<sup>nd</sup> District

Bob Grandi, Alderman, 2<sup>nd</sup> District

Tom Vos, Council President, Alderman, 3<sup>rd</sup> District

Jon Schultz, Alderman, 3<sup>rd</sup> District

Thomas Preusker, Alderman, 4<sup>th</sup> District

Todd Bauman, Alderman, 4<sup>th</sup> District

Student Representatives:

Shiyue Xie (BHS)

Abigail Sibilski (BHS)

1. Call to Order – Roll Call
2. Citizen comments
3. Approval of minutes for January 5, 2016 (*T. Bauman*)
4. **Topic:** Presentation – County Executive Johnathan Delagrave to present the 2016 Racine County Budget.
5. **Topic:** Presentation – Gary Meisner to present 2016 Burlington Municipal Airport Updates.
6. **Topic:** Resolution 4762(36) to consider petitioning the Secretary of Transportation for Airport Improvement Aid for runway repairs at the Burlington Municipal Airport. A Public Hearing has been scheduled for the same night Common Council meeting and is scheduled for the February 2, 2016 Common Council meeting for final consideration. (*E. Johnson*)
7. **Topic:** Resolution 4763(37) to consider approving an Agreement between the City of Burlington and Burlington Area Rescue Squad for rescue services. This item is scheduled for the February 2, 2016 Common Council meeting for final consideration. (*J. Ekes*)
8. **Topic:** Resolution 4764(38) conveying a Water Main Sewer Easement from the City of Burlington to Integrated Lubricant of Wisconsin, Inc. for City property located at 2100 S. Pine Street. This item is scheduled for the February 2, 2016 Common Council meeting for final consideration. (*R. Dawidziak*)

9. **Topic:** Resolution 4765(39) conveying a Sanitary Sewer Easement from the City of Burlington to Integrated Lubricant of Wisconsin, Inc. for City property located at 2100 S. Pine Street. This item is scheduled for the February 2, 2016 Common Council meeting for final consideration. *(B. Grandi)*
10. **Topic:** Resolution 4766(40) to consider approving Change Order Number One with Globe Contractors, Inc., for the “Burlington TID #5 Utility and Street Improvements Phase I” Project for a reduction in the contract in the amount of \$33,989.53. *(T. Vos)*
11. **Adjourn** *(J. Schultz)*

*Note: If you are disabled and have accessibility needs or need information interpreted for you, please call the City Clerk's Office at 262-342-1161 at least 24 hours prior to the meeting.*



## 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 Number: 3</b>	<b>Date:</b> January 19, 2016
<b>Submitted By:</b> Diahnn Halbach, City Clerk	<b>Subject:</b> Meeting Minutes

**Details:**

Staff recommends approval of the attached Minutes from the January 5, 2015 Committee of the Whole meeting.

**Options & Alternatives:**

N/A

**Financial Remarks:**

None.

**Executive Action:**

Staff recommends that the Common Council approve these Minutes at the January 19, 2016 Committee of the Whole meeting and as a report on the Common Council Agenda.



**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Robert Miller, Mayor**  
**Diahnn Halbach, City Clerk**  
**Tuesday, January 5, 2016**

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

Council President Tom Vos called the meeting to order at 6:30 p.m. starting with roll call. Aldermen present: Ed Johnson, John Ekes, Ruth Dawidziak, Tom Vos, Jon Schultz, Tom Preusker and Todd Bauman. Excused: Mayor Miller and Bob Grandi.

Student Representatives Present: Abigail Sibilski and Shiyue Xie. Student Representatives Excused: None.

Also present: City Attorney John Bjelajac, Treasurer and Budget Officer Steven DeQuaker, Director of Administrative Services Megan Watkins, DPW Director James Bergles, and Building Inspector and Zoning Administrator Gregory Guidry.

**2. Citizens Comments and Questions**

Dale Bruesewitz, resident at N6205 Paradise Drive, Burlington WI and downtown business owner, expressed his dissatisfaction with the City's snow removal efforts.

**3. Approval of Minutes from December 15, 2015**

A motion was made by Preusker with a second by Ekes to approve the minutes from December 15, 2015. With all in favor, the motion carried to approve the minutes.

**4. Topic: Motion 15-822 to consider entering into an agreement with Swagit for Council Meeting Web Streaming and Agenda Software Management.**

Ekes asked why this was needed. Megan Watkins explained that the web streaming capabilities would help create transparency for the residents of the City of Burlington and the agenda management software would alleviate many of the manual man hours that city staff currently utilizes in order to create meeting agendas and packets.

Schultz agreed that transparency in the government is a good thing for the citizens of Burlington. Preusker also agreed and further stated that this would allow people to be able to view the meetings at their leisure.

Ekes suggested that wording in the contract being changed by omitting Carina Walter's actual name and just putting City Administrator. Attorney Bjelajac responded he could make that change and stated the contract overall is favorable and recommended approval.

5. **Adjourn**

A motion was made by Bauman with a second by Preusker to adjourn the meeting. With all in favor, the meeting adjourned at 6:49 p.m.

Minutes respectfully submitted by:



Diahnn C. Halbach  
City Clerk  
City of Burlington



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<b>Committee of the Whole Item Number:</b> 6	<b>Date:</b> January 19, 2016
<b>Submitted By:</b> Gary Meisner, Airport Manager	<b>Subject:</b> <u>Resolution 4762(36)</u> to petition the Secretary of Transportation for Airport Improvement Aid.

### Details:

The attached petition to the Secretary of Transportation for Federal and/or State aid is the next step towards applying for State funding of qualifying airport improvements. Funding for these improvements come from entitlement funds for general aviation airports, with minimum local and State contributions. The last time the City petitioned for aid with the Secretary of Transportation was in 2010, which was to replace the rotating beacon at the Municipal Airport.

The proposed improvement for the Burlington Airport per this petition is as follows:

- Airport pavement rehabilitation
- Replace Runway 11 and Runway 29 Visual Approach Slope Indicator (VASI) with Precision Approach Path Indicator (PAPI); clear and maintain runway approaches as stated in Wisconsin Administration Code Trans §55
- Any necessary related work

These projects are estimated to cost between \$75,000 and \$175,000, depending on the extent of repairs needed once the project is underway. The City would be responsible for up to 5% of these costs, the remaining costs would be funded with the State aid.

### Options and Alternatives:

The Council may choose not to submit the petition to the Wisconsin Bureau of Aeronautics for the airport pavement rehabilitation and the replacement of the Visual Approach Slope Indicators for Runways 11 and 29; however, funding for the projects would need to be addressed in the future as a capital improvement project.

### Financial Remarks:

The projects are estimated to cost between \$75,000 and \$175,000, depending on the extent of repairs needed once the project is underway. The City would be responsible for up to 5% of these costs, roughly \$3,750 to \$8,750, which would be paid for by the Airport Enterprise Fund. The remaining costs would be funded with State Aid.

### Executive Action:

This item is for discussion at the January 19, 2016 Committee of the Whole meeting and will be placed on the February 2, 2016 Common Council meeting for final consideration.

**RESOLUTION PETITIONING THE SECRETARY OF TRANSPORTATION FOR AIRPORT  
IMPROVEMENT AID BY THE COMMON COUNCIL OF THE CITY OF BURLINGTON,  
RACINE COUNTY AND WALWORTH COUNTY, WISCONSIN**

**WHEREAS**, the City of Burlington, Racine County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and;

**WHEREAS**, the sponsor desires to develop or improve the Burlington Municipal Airport, Racine County, Wisconsin.

**"PETITION FOR AIRPORT PROJECT"**

**WHEREAS**, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5), and;

**WHEREAS**, airport users have been consulted in formulation of the improvements included in this resolution, and;

**WHEREAS**, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and;

**THEREFORE, BE IT RESOLVED**, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: Airport pavement rehabilitation; replace Runway 11 and Runway 29 Visual Approach Slope Indicator (VASI) with Precision Approach Path Indicator (PAPI); clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

**WHEREAS**, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and;

**WHEREAS**, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

#### **"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"**

**THEREFORE, BE IT RESOLVED**, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32 .02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

**FURTHER**, the sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

#### **"AIRPORT OWNER ASSURANCES"**

**AND BE IT FURTHER RESOLVED** that the Sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Chapter Trans 55, Wisconsin Administrative Code, or in accordance with Sponsor assurances enumerated in a Federal Grant Agreement.

**AND BE IT FURTHER RESOLVED THAT THE** Mayor and City Clerk be authorized to sign and execute the Agency Agreement and Federal Block Grant Owner Assurances authorized by this Resolution.

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to Gary Meisner, Burlington Municipal Airport; Wendy Hottenstein, Department of Transportation, Wisconsin Bureau of Aeronautics, P.O. Box 7914, Madison, WI 53707-7914 and Joan Acker, Financial Specialist, Bureau of Aeronautics, 4802 Sheboygan Avenue, Room 701, Madison, WI 53705.

Introduced: January 19, 2016  
Adopted:

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Robert Miller, Mayor

Attest:

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Diahnn Halbach, City Clerk

**CERTIFICATION**

I, Diahnn Halbach, City Clerk of Burlington Wisconsin, hereby certify that the foregoing is a correct copy of a resolution introduced at the Common Council meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, adopted by majority vote, and recorded in the minutes of said meeting.

Total Ayes: \_\_\_\_\_

Total Nays: \_\_\_\_\_

\_\_\_\_\_  
Diahnn Halbach, City Clerk  
City of Burlington  
Racine and Walworth County

**AGENCY AGREEMENT AND FEDERAL BLOCK GRANT OWNER ASSURANCES**

**Department of Transportation  
Bureau of Aeronautics  
Madison, Wisconsin**

WHEREAS, the City of Burlington, Racine County, Wisconsin, hereinafter referred to as the "Sponsor", desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Burlington Municipal Airport project to:

To conduct a comprehensive zoning study of airport property; any necessary related work.

WHEREAS, the Sponsor adopted a resolution on May 19, 2009, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

**AGENCY AGREEMENT.....**

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the Sponsor until financial closing of this project.

NOW THEREFORE, the Sponsor and the Secretary do mutually agree that the Secretary shall act as the Sponsor's agent in the manner of the airport development as provided by law and as set forth in the reference resolution; provided, however, that the Secretary is not required to provide legal services to the Sponsor.

SECRETARY OF TRANSPORTATION

\_\_\_\_\_  
David M. Greene, Director (Date)  
Bureau of Aeronautics

**FEDERAL BLOCK GRANT OWNER ASSURANCES.....**

WHEREAS, the Sponsor does agree to the conditions established in Trans 55, Wisconsin Administrative Code, and, for projects receiving federal aid, to the attached Federal Sponsor Assurances, which are in a condition of a Federal Grant of Funds.

The Federal Block Grant Owner Assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the finding.

Acceptance: The Sponsor does hereby accept the Agency Agreement and the Federal Block Grant Owner Assurances.

Sponsor: The City of Burlington, Racine County, Wisconsin

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

\_\_\_\_\_  
Diahnn Halbach, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## CITY OF BURLINGTON

**Administration Department**  
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<b>Committee of the Whole Item Number:</b> 7	<b>Date:</b> January 19, 2016
<b>Submitted By:</b> Carina Walters, City Administrator	<b>Subject:</b> <u>Resolution 4763(37)</u> to consider approving a 2016 Agreement between the City of Burlington and Burlington Area Rescue Squad for rescue services.

**Details:**

In accordance with Chapter 181 of the Wisconsin State Statutes, the City of Burlington is mandated to provide rescue squad services. The Burlington Rescue Squad (BRS) is a separately run 501C3 organization that has been informally providing these services to the City and Town of Burlington for over 68 years. Without a formal agreement, the BRS is unable to take part in certain benefits offered through the State of Wisconsin, such as the Service Award Program.

In 2015, both parties formally agreed to a one year agreement that specified certain criteria for each group. For your convenience, a copy of the proposed 2016 red-lined agreement is attached. The difference between the 2015 and proposed 2016 agreement is that the BRS and City would increase its training together from four joint trainings to six joint trainings with attendance of at least 50% by each group.

The City and BRS are in agreement with the suggested change.

**Options & Alternatives:**

**Financial Remarks:**

**Executive Action:**

This item is for discussion at the January 19, 2016 Committee of the Whole meeting and will be placed on the February 2, 2016 Common Council meeting for final consideration.

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF  
BURLINGTON AND BURLINGTON RESCUE SQUAD, INC. FOR RESCUE  
SERVICES**

**WHEREAS**, the City of Burlington is mandated to provide rescue services in accordance with Chapter 181 of the Wisconsin State Statutes; and,

**WHEREAS**, the City Council desires to continue to provide these services as outlined in the Agreement for Rescue Squad Services with Burlington Rescue Squad, Inc., attached hereto and made a part of hereof as Attachment "A"; and,

**WHEREAS**, said agreement shall commence on the date of the last signature on said agreement and shall expire one year from that date.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, that the City of Burlington shall enter into an "Agreement for Rescue Services" as outlined in Attachment "A", with Burlington Rescue Squad, Inc. for a period of one year.

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

**BE IT FURTHER RESOLVED** that the City Clerk is directed to send a copy of this resolution and the executed Agreement to Burlington Rescue Squad, Inc., 432 Milwaukee Avenue, P.O. Box 700, Burlington, WI, 53105.

Introduced: January 19, 2016  
Adopted:

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Robert Miller, Mayor

Attest:

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Diahnn C. Halbach Clerk

## AGREEMENT FOR RESCUE SQUAD SERVICES

This Agreement is entered between the CITY OF BURLINGTON, a Wisconsin Municipal corporation whose main offices are located at 300 North Pine Street, Burlington, Wisconsin 53105 ("City") and BURLINGTON RESCUE SQUAD, INC., a Wisconsin Non-stock Corporation whose principal office is located at 432 Milwaukee Avenue, P. O. Box 700 in the City of Burlington, Wisconsin and which operates from 165 W. Washington St., Burlington, WI 53105 ("Rescue Squad"), alternatively referred to as the "Parties" to this agreement.

### RECITALS

**WHEREAS**, the City requires ambulance and rescue services by a licensed ambulance service provider and licensed emergency medical technicians; and

**WHEREAS**, the Rescue Squad is a licensed ambulance service provider with licensed emergency medical technicians, and has been serving the City of Burlington for over ~~65~~68 years ; and

**WHEREAS**, the parties desire to engage in a formal agreement so that the Rescue Squad may further its involvement in rescue services through mutual aid agreements and such other involvements that a formal agreement will allow, including service award programs.

**NOW, THEREFORE**, for mutual consideration, and with the express intention on the part of both Parties, and their respective agents, that this Agreement is legally binding, the Parties agree and state as follows:

### Section I - Scope of Services

- A. The Rescue Squad shall provide the City with rescue services as follows:
1. The Rescue Squad shall maintain licensure as required by the State of Wisconsin, as an Ambulance Service Provider sec. 256.01(3), Wis. Stats, and its members shall maintain licensure, at a minimum, in conformity with sec. 256.01(5), Wis. Stats.
  2. The Rescue Squad shall also maintain its independent status as a not-for-profit, non-stock corporation.
  3. The Rescue Squad agrees to accept calls from the public for emergency medical services and transportation, and agrees to provide and maintain ambulances in safe and reliable condition for response to calls for assistance from members of the public and for delivery of needed

emergency medical services and in conformity with the standards set forth in sec. 256.15(4) Wis. Stats.

4. The Burlington Rescue Squad shall function under the Incident Command System (ICS).
5. The Burlington Rescue Squad members shall participate in annual workplace trainings as directed by the City Administrator that includes, but is not limited to sexual harassment awareness training, workplace diversity training, and workplace harassment training. All new members must complete required City training within 60 days of active service. All current members must complete this training within 60 days of this signed agreement.
6. Burlington Rescue Squad agrees to participate in ~~four~~six joint training exercises with the City of Burlington Fire Department, one of which will be an auto extrication training and two of which shall be joint training between the Rescue Squad and the City's First Responders. The auto extrication training shall consist of four (4) hours, which may be split over more than one session upon agreement with between the Fire Chief and Rescue Squad Chief. The joint training with the First Responders shall be attended by a minimum of fifty percent (50%) of the Rescue Squad members and fifty percent (50%) of the City's First Responders.
7. The Burlington Rescue Squad and the Burlington Fire Department agree to develop a policy that will allow Burlington Fire Department personnel to drive Rescue Squad vehicles under specific conditions.

B. The City shall provide to the Rescue Squad the use of facilities within the Burlington Fire Department building, located at 165 W. Washington St. in the City of Burlington, under the following terms and conditions:

1. The Rescue Squad shall have the use of two garage bays, one office, one supply room, and one loft, as presently occupied by the Rescue Squad.
  - a. The Rescue Squad shall be responsible for keeping these areas clean.
  - b. The City shall have the right of access through and into these areas for purposes of access to other areas of the premises, and for maintenance.

2. The Rescue Squad shall share the use of the meeting room, kitchen, training room, resource room and restrooms.
3. The City shall be responsible for routinely cleaning its own areas and shared areas, however, the Rescue Squad shall be responsible for non-routine cleaning of shared areas when the need for cleaning is caused by the Rescue Squad.
4. The City shall be responsible for the maintenance of the building and grounds, and all utility bills.
5. The City Administrator shall be responsible for establishment and enforcement of rules, policies and guidelines regarding the use of the Fire Department Building, including the hours that the building may be used for non-emergency purposes. At the time of enactment or amendment of a rule, the Administrator shall take into consideration the recommendation of the Rescue Chief regarding the proposed rule, but shall not be bound by the recommendation. The Rescue Squad shall abide by the rules, policies and guidelines established by the Administrator.

## **Section II – Insurance/Indemnification**

### **A. Insurance.**

1. The Rescue Squad shall maintain, in full force and effect:
  - a. A valid policy of general liability insurance covering act or omissions of the Rescue Squad which may give rise to liability for acts of the Rescue Squad and/or its members under this Agreement, in an amount not less than \$2,000,000 combined single limit.
  - b. The Rescue Squad shall maintain automobile liability coverage for all owned and non-owned automobiles of at least \$1,000,000 combined single limit for each accident, and shall also maintain comprehensive automobile coverage.
  - c. The Rescue Squad shall maintain statutorily required limits for Workers Compensation and Employers liability coverage.
  - d. The Rescue Squad shall maintain renter's or other personal property insurance, including vehicle coverage, in adequate amounts to cover its losses in the event of fire or other damage or

destruction of the premises occupied hereunder. The personal property and vehicles owned by the Rescue Squad are not covered under the City's policies.

- e. The Rescue Squad will forward a copy of its policies to the City upon request and will give prompt written notice of any material change in coverage.
- 2. The City shall maintain, in full force and effect:
    - a. A valid policy of Property insurance in an amount adequate to cover the loss of the premises occupied hereunder.
    - b. A valid policy of general liability insurance covering acts or omissions of the City which may give rise to liability for acts of the City under this Agreement, in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate per policy period.

**B. Indemnification.**

- 1. The Rescue Squad agrees to indemnify the City, its employees, officers and agents from and against any and all claims, suits, demands or causes of action arising out of any act or omission of the Rescue Squad and causing injury to any person or persons or property, whomsoever and whatsoever.
- 2. The City agrees to indemnify the Rescue Squad, its employees, officers and agents from and against any and all claims, suits, demands or causes of action arising out of any act or omission of the City and causing injury to any person or persons or property, whomsoever and whatsoever, however, nothing contained herein is intended to be a waiver or estoppel of the City's right to reply upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statute ss. 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the City shall not be liable to the Rescue Squad in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

**Section III - Term of Agreement**

This Agreement shall commence on the date of the last signature hereto, and shall expire one (1) year from that date.

#### **Section IV - Consideration**

The Parties agree that the consideration for this Agreement shall be the mutual covenants contained herein. The Rescue Squad may bill patients directly for services it renders, but the City shall have no liability for payment for any services rendered pursuant to this Agreement.

#### **Section V - Rescue Squad As Independent Contractor**

It is agreed and understood between the Parties hereto that the Rescue Squad shall be considered as an Independent Contractor as that term is defined by the Internal Revenue Service and, as such, the Rescue Squad and its members providing services called for by this Agreement shall not be considered employees of the City of Burlington and shall not be entitled to any benefits as employees of the City of Burlington including, but not limited to, health benefits, vacation time, sick time, retirement benefits, or any other benefit. The Rescue Squad shall be solely liable for all workers' compensation, liability and other coverages for its members.

#### **Section VI - Governing Law**

At the time of the execution of this Agreement, the Parties are incorporated and doing business within the State of Wisconsin. The Parties agree that this Agreement shall at all times be construed in accordance with the laws of the State of Wisconsin.

#### **Section VII - Amendment**

This Agreement shall be amended only by a written Agreement signed by both Parties.

#### **Section VIII - Entire Agreement**

This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. All agreements, covenants, representations and warranties, expressed or implied, oral or written, of the Parties with regard to the subject matter hereof are contained herein.

No other agreements, covenants, representation or warranties, expressed or implied, oral or written, have been made by either Party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

**Section IX - Severability**

In the event any of the provisions of this Agreement are deemed to be invalid by a court of law, the same shall be severed from this Agreement and shall not affect the enforceability of the remainder of this Agreement.

**Section X - Execution of Documents**

Each Party shall, upon the request of the other or on the other's representative, execute, acknowledge, and deliver any instruments appropriate or necessary to effectuate the intent and provisions of this Agreement. Each Party further asserts that the undersigned representatives have the authority to bind the parties as to this Agreement.

BURLINGTON RESCUE SQUAD, INC.

DATE: January, 2016\_\_\_\_\_

Dennis R. Lynch  
Secretary

CITY OF BURLINGTON

DATE: January, 2016\_\_\_\_\_

## AGREEMENT FOR RESCUE SQUAD SERVICES

This Agreement is entered between the CITY OF BURLINGTON, a Wisconsin Municipal corporation whose main offices are located at 300 North Pine Street, Burlington, Wisconsin 53105 ("City") and BURLINGTON RESCUE SQUAD, INC., a Wisconsin Non-stock Corporation whose principal office is located at 432 Milwaukee Avenue, P. O. Box 700 in the City of Burlington, Wisconsin and which operates from 165 W. Washington St., Burlington, WI 53105 ("Rescue Squad"), alternatively referred to as the "Parties" to this agreement.

### RECITALS

**WHEREAS**, the City requires ambulance and rescue services by a licensed ambulance service provider and licensed emergency medical technicians; and

**WHEREAS**, the Rescue Squad is a licensed ambulance service provider with licensed emergency medical technicians, and has been serving the City of Burlington for over 68 years ; and

**WHEREAS**, the parties desire to engage in a formal agreement so that the Rescue Squad may further its involvement in rescue services through mutual aid agreements and such other involvements that a formal agreement will allow, including service award programs.

**NOW, THEREFORE**, for mutual consideration, and with the express intention on the part of both Parties, and their respective agents, that this Agreement is legally binding, the Parties agree and state as follows:

### Section I - Scope of Services

- A. The Rescue Squad shall provide the City with rescue services as follows:
1. The Rescue Squad shall maintain licensure as required by the State of Wisconsin, as an Ambulance Service Provider sec. 256.01(3), Wis. Stats, and its members shall maintain licensure, at a minimum, in conformity with sec. 256.01(5), Wis. Stats.
  2. The Rescue Squad shall also maintain its independent status as a not-for-profit, non-stock corporation.
  3. The Rescue Squad agrees to accept calls from the public for emergency medical services and transportation, and agrees to provide and maintain ambulances in safe and reliable condition for response to calls for assistance from members of the public and for delivery of needed

emergency medical services and in conformity with the standards set forth in sec. 256.15(4) Wis. Stats.

4. The Burlington Rescue Squad shall function under the Incident Command System (ICS).
5. The Burlington Rescue Squad members shall participate in annual workplace trainings as directed by the City Administrator that includes, but is not limited to sexual harassment awareness training, workplace diversity training, and workplace harassment training. All new members must complete required City training within 60 days of active service. All current members must complete this training within 60 days of this signed agreement.
6. Burlington Rescue Squad agrees to participate in six joint training exercises with the City of Burlington Fire Department, one of which will be an auto extrication training and two of which shall be joint training between the Rescue Squad and the City's First Responders. The auto extrication training shall consist of four (4) hours, which may be split over more than one session upon agreement with between the Fire Chief and Rescue Squad Chief. The joint training with the First Responders shall be attended by a minimum of fifty percent (50%) of the Rescue Squad members and fifty percent (50%) of the City's First Responders.
7. The Burlington Rescue Squad and the Burlington Fire Department agree to develop a policy that will allow Burlington Fire Department personnel to drive Rescue Squad vehicles under specific conditions.

B. The City shall provide to the Rescue Squad the use of facilities within the Burlington Fire Department building, located at 165 W. Washington St. in the City of Burlington, under the following terms and conditions:

1. The Rescue Squad shall have the use of two garage bays, one office, one supply room, and one loft, as presently occupied by the Rescue Squad.
  - a. The Rescue Squad shall be responsible for keeping these areas clean.
  - b. The City shall have the right of access through and into these areas for purposes of access to other areas of the premises, and for maintenance.

2. The Rescue Squad shall share the use of the meeting room, kitchen, training room, resource room and restrooms.
3. The City shall be responsible for routinely cleaning its own areas and shared areas, however, the Rescue Squad shall be responsible for non-routine cleaning of shared areas when the need for cleaning is caused by the Rescue Squad.
4. The City shall be responsible for the maintenance of the building and grounds, and all utility bills.
5. The City Administrator shall be responsible for establishment and enforcement of rules, policies and guidelines regarding the use of the Fire Department Building, including the hours that the building may be used for non-emergency purposes. At the time of enactment or amendment of a rule, the Administrator shall take into consideration the recommendation of the Rescue Chief regarding the proposed rule, but shall not be bound by the recommendation. The Rescue Squad shall abide by the rules, policies and guidelines established by the Administrator.

## **Section II – Insurance/Indemnification**

### **A. Insurance.**

1. The Rescue Squad shall maintain, in full force and effect:
  - a. A valid policy of general liability insurance covering act or omissions of the Rescue Squad which may give rise to liability for acts of the Rescue Squad and/or its members under this Agreement, in an amount not less than \$2,000,000 combined single limit.
  - b. The Rescue Squad shall maintain automobile liability coverage for all owned and non-owned automobiles of at least \$1,000,000 combined single limit for each accident, and shall also maintain comprehensive automobile coverage.
  - c. The Rescue Squad shall maintain statutorily required limits for Workers Compensation and Employers liability coverage.
  - d. The Rescue Squad shall maintain renter's or other personal property insurance, including vehicle coverage, in adequate amounts to cover its losses in the event of fire or other damage or

destruction of the premises occupied hereunder. The personal property and vehicles owned by the Rescue Squad are not covered under the City's policies.

- e. The Rescue Squad will forward a copy of its policies to the City upon request and will give prompt written notice of any material change in coverage.
- 2. The City shall maintain, in full force and effect:
    - a. A valid policy of Property insurance in an amount adequate to cover the loss of the premises occupied hereunder.
    - b. A valid policy of general liability insurance covering acts or omissions of the City which may give rise to liability for acts of the City under this Agreement, in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate per policy period.

**B. Indemnification.**

- 1. The Rescue Squad agrees to indemnify the City, its employees, officers and agents from and against any and all claims, suits, demands or causes of action arising out of any act or omission of the Rescue Squad and causing injury to any person or persons or property, whomsoever and whatsoever.
- 2. The City agrees to indemnify the Rescue Squad, its employees, officers and agents from and against any and all claims, suits, demands or causes of action arising out of any act or omission of the City and causing injury to any person or persons or property, whomsoever and whatsoever, however, nothing contained herein is intended to be a waiver or estoppel of the City's right to reply upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statute ss. 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the City shall not be liable to the Rescue Squad in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

**Section III - Term of Agreement**

This Agreement shall commence on the date of the last signature hereto, and shall expire one (1) year from that date.

#### **Section IV - Consideration**

The Parties agree that the consideration for this Agreement shall be the mutual covenants contained herein. The Rescue Squad may bill patients directly for services it renders, but the City shall have no liability for payment for any services rendered pursuant to this Agreement.

#### **Section V - Rescue Squad As Independent Contractor**

It is agreed and understood between the Parties hereto that the Rescue Squad shall be considered as an Independent Contractor as that term is defined by the Internal Revenue Service and, as such, the Rescue Squad and its members providing services called for by this Agreement shall not be considered employees of the City of Burlington and shall not be entitled to any benefits as employees of the City of Burlington including, but not limited to, health benefits, vacation time, sick time, retirement benefits, or any other benefit. The Rescue Squad shall be solely liable for all workers' compensation, liability and other coverages for its members.

#### **Section VI - Governing Law**

At the time of the execution of this Agreement, the Parties are incorporated and doing business within the State of Wisconsin. The Parties agree that this Agreement shall at all times be construed in accordance with the laws of the State of Wisconsin.

#### **Section VII - Amendment**

This Agreement shall be amended only by a written Agreement signed by both Parties.

#### **Section VIII - Entire Agreement**

This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. All agreements, covenants, representations and warranties, expressed or implied, oral or written, of the Parties with regard to the subject matter hereof are contained herein.

No other agreements, covenants, representation or warranties, expressed or implied, oral or written, have been made by either Party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

**Section IX - Severability**

In the event any of the provisions of this Agreement are deemed to be invalid by a court of law, the same shall be severed from this Agreement and shall not affect the enforceability of the remainder of this Agreement.

**Section X - Execution of Documents**

Each Party shall, upon the request of the other or on the other's representative, execute, acknowledge, and deliver any instruments appropriate or necessary to effectuate the intent and provisions of this Agreement. Each Party further asserts that the undersigned representatives have the authority to bind the parties as to this Agreement.

BURLINGTON RESCUE SQUAD, INC.

DATE: January, 2016

By: \_\_\_\_\_  
Dennis R. Lynch  
Secretary

CITY OF BURLINGTON

DATE: January, 2016

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



## 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:</b> 8	<b>Date:</b> January 19, 2016
<b>Submitted By:</b> Carina Walters, City Administrator	<b>Subject:</b> <u>Resolution 4764(38)</u> to consider approving a Watermain Agreement with Applied Material Solutions (AMS).

**Details:** *(The Watermain Easement Agreement is Part 1 of 2 of the AMS Watermain and Sanitary Easement Project, as each requires its own Resolution)*

The City of Burlington has a contract with Racine County Economic Development Corporation (RCEDC) for various Economic Development initiatives. Since January 2015, RCEDC staff and City staff has been working with Applied Material Solutions (AMS) who purchased the 1956 S. Pine Street, formerly known as Echo Tech.

AMS plans to manufacture and blend anti-foam and defoaming products in Burlington. The defoaming products are used in a variety of industries, including pulp and paper, paint and coatings, food processing, mining, metal working and waste water treatment industries.

In order to support AMS in its efforts of bringing a potential 150 jobs to the City of Burlington, the City has allowed a connection to the City's sanitary sewer and watermain system.

The agreement would have been approved by the Common Council first; however, as the dynamics of the project changed and the weather, staff worked with AMS to make the connection in order to minimize the potential reduction of product being produced within the plant. This resolution memorializes the two agreements between the City and AMS.

#### Options & Alternatives:

**Financial Remarks:** Allowing AMS to connect to the watermain and sanitary sewer has had minimal impact if any to the City's budget.

#### Executive Action:

This item is for discussion at the January 19, 2016 Committee of the Whole meeting and will be placed on the February 2, 2016 Common Council meeting for final consideration.

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

**WHEREAS**, Integrated Lubricants of Wisconsin, Inc., a Wisconsin corporation doing business, has constructed and installed an Eight Inch (8") watermain (the "Main") that (i) starts at a connection point to the City's Twelve Inch (12") watermain located on the City Parcel, (ii) the Main then traversing in a northeasterly direction on the City Parcel, and (iii) the Main then traversing on to the Integrated Property, to a terminating connection point that provides municipal water service to the Integrated Property and the Building occupied thereon by Applied Material Solutions (AMS) for its business operations; and,

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

A 40' WIDE UTILITY EASEMENT LOCATED WITHIN PARCEL NO. 1, OF CERTIFIED SURVEY MAP NO. 1387, AS DULY RECORDED IN RACINE COUNTY RECORDS AS DOCUMENT NO. 1271844, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE S0°15'10"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION, 1,319.48'; THENCE S89°58'54"E, 249.91' TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE S89°58'54"E, ALONG THE NORTH LINE OF SAID PARCEL ONE, 70.65', TO THE PLACE OF BEGINNING; THENCE S23°56'28"W, 41.22', TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF S.T.H. "83"; THENCE S19°02'36"E, ALONG SAID RIGHT OF WAY, 41.74'; THENCE N70°57'24"E, 15.78'; THENCE N23°56'28"E 78.73', TO THE NORTH LINE OF SAID PARCEL ONE; THENCE N89°58'54"W, ALONG SAID NORTH LINE, 43.76' TO THE PLACE OF BEGINNING; SAID EASEMENT CONTAINS 0.06 ACRES MORE OR LESS; ALL LOCATED IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

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

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

Introduced: January 19, 2016  
Adopted:

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

Attest:

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

(Draft: 1/7/16)

INTEGRATED LUBRICANTS OF WISCONSIN, INC.  
AND THE CITY OF BURLINGTON  
WATERMAIN EASEMENT AGREEMENT

This Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the following parties:

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

Introduction

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

- a) A parcel of property located in the City of Burlington, Racine County, Wisconsin, having tax parcel number 51-206-02-19-09-003-000, and having the legal description contained in attached Exhibit A, and depicted in the diagram shown in Exhibit A (the “Integrated Property”).
- b) Improved with a commercial manufacturing building (the “Building”), having a street address of 1956 South Pine Street, Burlington, Wisconsin 53105.
- c) Occupied by Applied Material Solutions, Inc. (hereinafter referred to as “AMS”), being a corporation organized under the laws of the State of \_\_\_\_\_,

having offices on the Integrated Property located at 1956 South Pine Street, Burlington, Wisconsin 53105.

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

An unimproved tract of land located immediately adjacent to, and south of, the Integrated Property, having tax parcel number 51-206-02-19-09-002-110, depicted in the diagram and having the legal description attached hereto as Exhibit B.

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

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

Along these lines, the City has allowed Integrated to make a watermain connection, for municipal water service to the Building located on the Integrated Property, by allowing Integrated to construct and install an Eight Inch (8") watermain (the "Main") that (i) starts at a connection point to the City's Twelve Inch (12") watermain located on the City Parcel, (ii) the Main then traversing in a northeasterly direction on the City Parcel, and (iii) the Main then traversing on to the Integrated Property, to a terminating connection point that provides municipal water service to the Integrated Property and the Building occupied thereon by AMS for its Business operations.

The location of the installed Main traversing the City Parcel is depicted in attached Exhibit C. Such location of the Main on the City Parcel is hereinafter referred to as the "Route".

Integrated and the City are entering into this Agreement for the purpose of allowing and memorializing the installation by Integrated of the Main along the Route on the City Parcel described above.

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

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

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

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

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

4. Good Working Condition. Integrated shall, at its own cost and expense, keep the Main, as well as the portion of the Main and related infrastructure located on the Integrated Property, (i) in a good working condition, and (ii) in full compliance with all directives, rules, regulations, laws, and/or ordinances of the State of Wisconsin and/or the City of Burlington.

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

6. Access to Easement Area. Integrated, and its contractors, employees, consultants, and agents, are hereby given the right to go upon the Easement Area to inspect, operate, maintain, repair, and/or replace the Main. If any portion of the Main is located in a fenced-in area on the City Parcel, however, Integrated shall first have the City open the fence gate before going onto that portion of the Easement Area.

7. Runs with the Land. This Agreement shall forever run with the land of the City Parcel and shall be binding upon and shall inure to the benefit of the parties hereto, and their successors or assigns.

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

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

CITY:  
City of Burlington

INTEGRATED:  
Integrated Lubricants of Wisconsin, Inc.

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

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

Printed Name: \_\_\_\_\_

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

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

Authentication

Signatures of Robert Miller, Mayor, and Diahnn Halbach, City Clerk, authenticated this

\_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

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

Authentication

Signature of \_\_\_\_\_ authenticated this \_\_\_\_\_ day of

\_\_\_\_\_, 2016.

---

Member of the State Bar  
of the State of Wisconsin

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

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

EXHIBIT A

[Legal Description of the Integrated Property to be inserted]

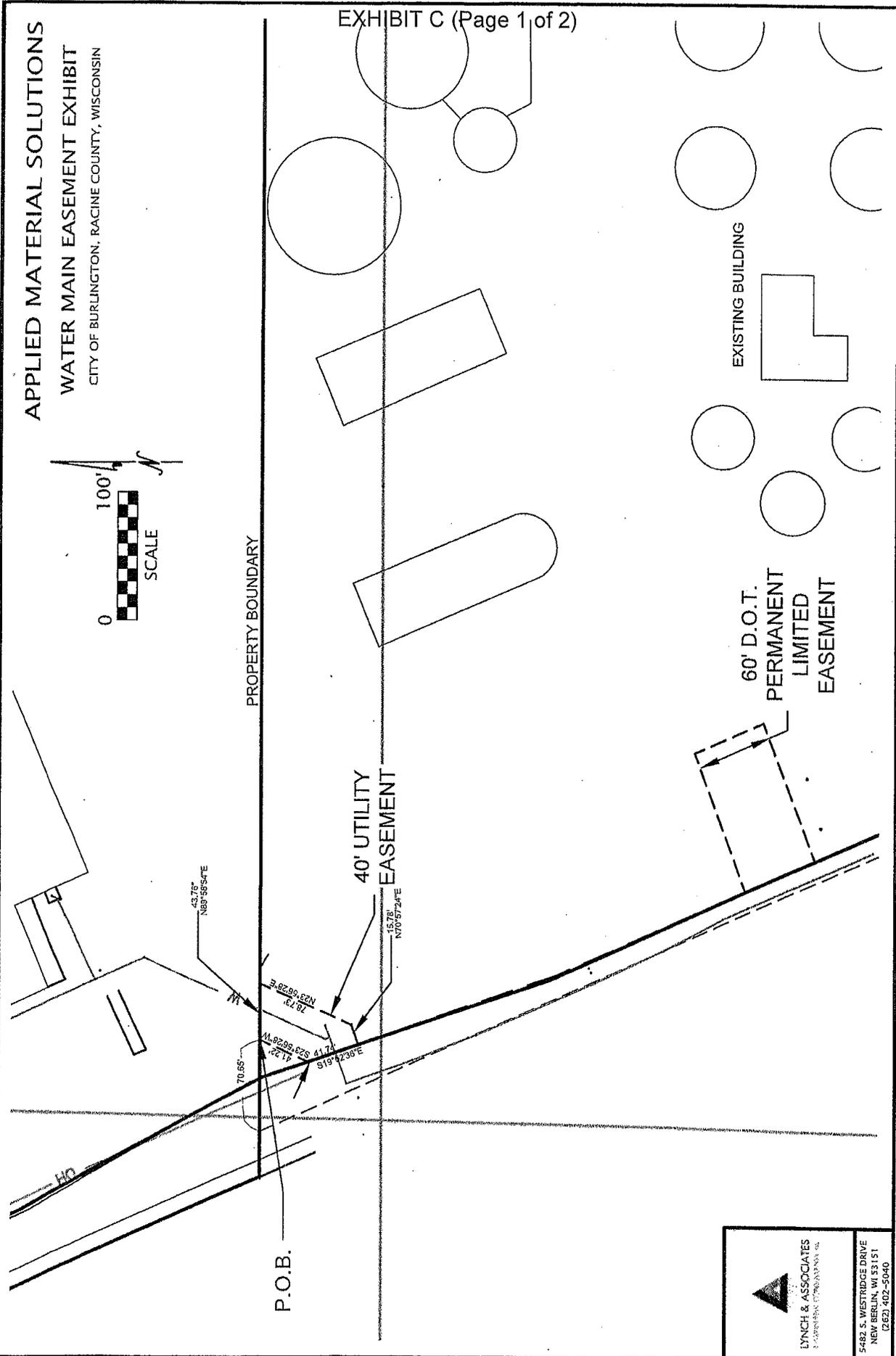
EXHIBIT B

[Legal Description of the City Parcel to be inserted]

**APPLIED MATERIAL SOLUTIONS**  
**WATER MAIN EASEMENT EXHIBIT**  
 CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN



EXHIBIT C (Page 1 of 2)



<p><b>LYNCH &amp; ASSOCIATES</b>                  SURVEYORS &amp; ENGINEERS, INC.</p>	5482 S. WESTRIDGE DRIVE NEW BERLIN, WI 53151 (262) 402-5040
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**WATER MAIN EASEMENT**

A 40' WIDE UTILITY EASEMENT LOCATED WITHIN PARCEL NO. 1, OF CERTIFIED SURVEY MAP NO. 1387, AS DULY RECORDED IN RACINE COUNTY RECORDS AS DOCUMENT NO. 1271844, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE S0°15'10"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION, 1,319.48'; THENCE S89°58'54"E, 249.91' TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE S89°58'54"E, ALONG THE NORTH LINE OF SAID PARCEL ONE, 70.65', TO THE PLACE OF BEGINNING; THENCE S23°56'28"W, 41.22', TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF S.T.H. "83"; THENCE S19°02'36"E, ALONG SAID RIGHT OF WAY, 41.74'; THENCE N70°57'24"E, 15.78'; THENCE N23°56'28"E 78.73', TO THE NORTH LINE OF SAID PARCEL ONE; THENCE N89°58'54"W, ALONG SAID NORTH LINE, 43.76' TO THE PLACE OF BEGINNING; SAID EASEMENT CONTAINS 0.06 ACRES MORE OR LESS.



**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: 9</b>	<b>Date:</b> January 19, 2016
<b>Submitted By:</b> Carina Walters, City Administrator	<b>Subject:</b> <u>Resolution 4765(39)</u> to consider approving a Sewer Easement Agreement with Applied Material Solutions (AMS).

**Details: (The Sanitary Sewer Easement Agreement is Part 2 of 2 of the AMS Watermain and Sanitary Easement Project, as each required its own Resolution)**

The City of Burlington has a contract with Racine County Economic Development Corporation (RCEDC) for various Economic Development initiatives. Since January 2015, RCEDC staff and City staff has been working with Applied Material Solutions (AMS) who purchased the 1956 S. Pine Street, formerly known as Echo Tech.

AMS plans to manufacture and blend anti-foam and defoaming products in Burlington. The defoaming products are used in a variety of industries, including pulp and paper, paint and coatings, food processing, mining, metal working and waste water treatment industries.

In order to support AMS in its efforts of bringing a potential 150 jobs to the City of Burlington, the City has allowed a connection to the City's sanitary sewer and watermain system.

The agreement would have been approved by the Common Council first; however, as the dynamics of the project changed and the weather, staff worked with AMS to make the connection in order to minimize the potential reduction of product being produced within the plant. This resolution memorializes the two agreements between the City and AMS.

**Options & Alternatives:**

**Financial Remarks:** Allowing AMS to connect to the watermain and sanitary sewer has had minimal impact if any to the City's budget.

**Executive Action:**

This item is for discussion at the January 19, 2016 Committee of the Whole meeting and will be placed on the February 2, 2016 Common Council meeting for final consideration.

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

**WHEREAS**, Integrated Lubricants of Wisconsin, Inc., a Wisconsin corporation doing business, has constructed and installed a Two Inch (2") sanitary sewer force main that (i) starts at a connection point to the City's Ten Inch (10") sanitary sewer force main located on the City Parcel, (ii) the Main then traversing in a northwesterly direction on the City Parcel, and (iii) the Main then traversing on to the Integrated Property, to a terminating connection point that provides municipal sanitary sewer service to the Integrated Property and the Building occupied thereon by Applied Material Solutions (AMS) for its business operations; and,

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

A 40' WIDE UTILITY EASEMENT LOCATED WITHIN PARCEL NO.1, OF CERTIFIED SURVEY MAP NO. 1387, AS DULY RECORDED IN RACINE COUNTY RECORDS AS DOCUMENT NO. 1271844, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE S0°15'10"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION, 1,319.48'; THENCE S89°58'54"E, 249.91' TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE S89°58'54"E, ALONG THE NORTH LINE OF SAID PARCEL ONE, 114.41', TO THE PLACE OF BEGINNING; THENCE S15°31'42"E, 459.55'; THENCE N74°28'19"E, 40.00'; THENCE N15°31'42"W, 448.42', TO THE NORTH LINE OF SAID PARCEL ONE; THENCE N89°58'54"W, 41.52' TO THE PLACE OF BEGINNING; SAID EASEMENT CONTAINS 0.42 ACRES MORE OR LESS; ALL LOCATED IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

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

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

Introduced: January 19, 2016  
Adopted:

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

Attest:

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

(Draft: 1/7/16)

INTEGRATED LUBRICANTS OF WISCONSIN, INC.  
AND THE CITY OF BURLINGTON  
SANITARY SEWER EASEMENT AGREEMENT

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

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

Introduction

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

- a) A parcel of property located in the City of Burlington, Racine County, Wisconsin, having tax parcel number 51-206-02-19-09-003-000, and having the legal description contained in attached Exhibit A, and depicted in the diagram shown in Exhibit A (the "Integrated Property").
- b) Improved with a commercial manufacturing building (the "Building"), having a street address of 1956 South Pine Street, Burlington, Wisconsin 53105.
- c) Occupied by Applied Material Solutions, Inc. (hereinafter referred to as "AMS"), being a corporation organized under the laws of the State of \_\_\_\_\_,

having offices on the Integrated Property located at 1956 South Pine Street, Burlington, Wisconsin 53105.

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

An unimproved tract of land located immediately adjacent to, and south of, the Integrated Property, having tax parcel number 51-206-02-19-09-002-110, depicted in the diagram and having the legal description attached hereto as Exhibit B.

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

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

Along these lines, the City has allowed Integrated to make a sanitary sewer connection, for municipal sanitary sewer service to the Building located on the Integrated Property, by allowing Integrated to construct and install a Two Inch (2") sanitary sewer force main (the "Main") that (i) starts at a connection point to the City's Ten Inch (10") sanitary sewer force main located on the City Parcel, (ii) the Main then traversing in a northwesterly direction on the City Parcel, and (iii) the Main then traversing on to the Integrated Property, to a terminating connection point that provides municipal sanitary sewer service to the Integrated Property and the Building occupied thereon by AMS for its Business operations.

The location of the installed Main traversing the City Parcel is depicted in attached Exhibit C. Such location of the Main on the City Parcel is hereinafter referred to as the "Route".

Integrated and the City are entering into this Agreement for the purpose of allowing and memorializing the installation by Integrated of the Main along the Route on the City Parcel described above.

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

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

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

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

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

4. Good Working Condition. Integrated shall, at its own cost and expense, keep the Main, as well as the portion of the Main and related infrastructure located on the Integrated Property, (i) in a good working condition, and (ii) in full compliance with all directives, rules, regulations, laws, and/or ordinances of the State of Wisconsin and/or the City of Burlington.

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

6. Access to Easement Area. Integrated, and its contractors, employees, consultants, and agents, are hereby given the right to go upon the Easement Area to inspect, operate, maintain, repair, and/or replace the Main. If any portion of the Main is located in a fenced-in area on the City Parcel, however, Integrated shall first have the City open the fence gate before going onto that portion of the Easement Area.

7. Runs with the Land. This Agreement shall forever run with the land of the City Parcel and shall be binding upon and shall inure to the benefit of the parties hereto, and their successors or assigns.

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

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

CITY:  
City of Burlington

INTEGRATED:  
Integrated Lubricants of Wisconsin, Inc.

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

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

Printed Name: \_\_\_\_\_

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

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

Authentication

Signatures of Robert Miller, Mayor, and Diahnn Halbach, City Clerk, authenticated this

\_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Authentication

Signature of \_\_\_\_\_ authenticated this \_\_\_\_\_ day of

\_\_\_\_\_, 2016.

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Member of the State Bar  
of the State of Wisconsin

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

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

EXHIBIT A

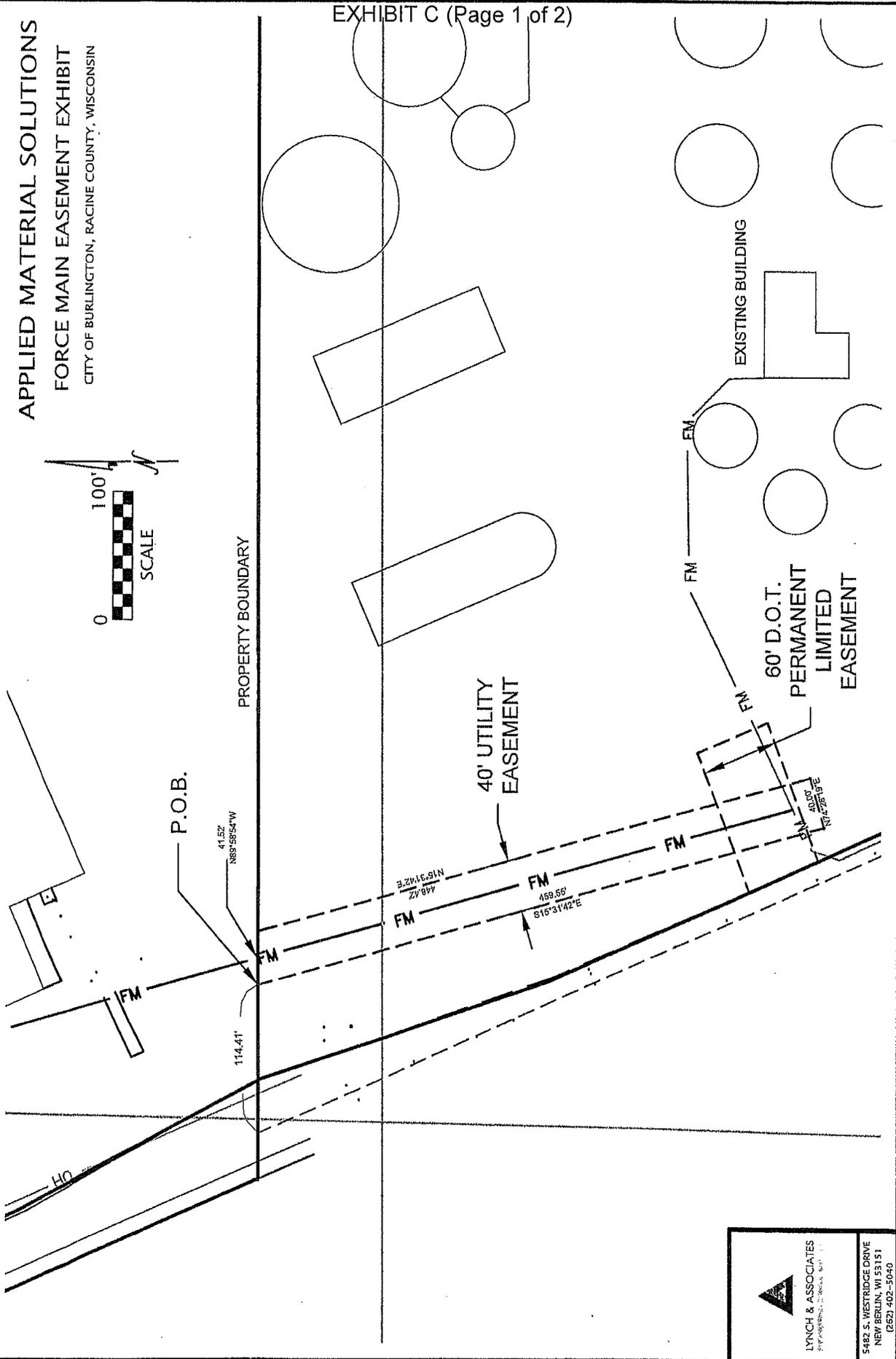
[Legal Description of the Integrated Property to be inserted]

EXHIBIT B

[Legal Description of the City Parcel to be inserted]

**APPLIED MATERIAL SOLUTIONS**  
**FORCE MAIN EASEMENT EXHIBIT**  
 CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN

EXHIBIT C (Page 1 of 2)



**LYNCH & ASSOCIATES**  
 SURVEYORS, INC. RACINE, WI 53401

5482 S. WESTRIDGE DRIVE  
 NEW BERLIN, WI 53151  
 (262) 402-5040

EXHIBIT C (Page 2 of 2)

**FORCE MAIN EASEMENT**

A 40' WIDE UTILITY EASEMENT LOCATED WITHIN PARCEL NO. 1, OF CERTIFIED SURVEY MAP NO. 1387, AS DULY RECORDED IN RACINE COUNTY RECORDS AS DOCUMENT NO. 1271844, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE  $S0^{\circ}15'10''E$ , ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION, 1,319.48'; THENCE  $S89^{\circ}58'54''E$ , 249.91' TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE  $S89^{\circ}58'54''E$ , ALONG THE NORTH LINE OF SAID PARCEL ONE, 114.41', TO THE PLACE OF BEGINNING; THENCE  $S15^{\circ}31'42''E$ , 459.55'; THENCE  $N74^{\circ}28'19''E$ , 40.00'; THENCE  $N15^{\circ}31'42''W$ , 448.42', TO THE NORTH LINE OF SAID PARCEL ONE; THENCE  $N89^{\circ}58'54''W$ , 41.52' TO THE PLACE OF BEGINNING; SAID EASEMENT CONTAINS 0.42 ACRES MORE OR LESS.



## CITY OF BURLINGTON

**Department of Public Works**  
Streets, Parks & Water Departments  
2200 S. Pine St. Burlington, WI, 53105  
(262) 539-3770 – (262) 539-3773 fax  
www.burlington-wi.gov

<b>Committee of the Whole Item Number:</b> 10	<b>Date:</b> January 19, 2016
<b>Submitted By:</b> Dan Jensen, DPW Supervisor	<b>Subject:</b> <u>Resolution 4766(40)</u> A resolution approving Change Order #1 for the Burlington TID #5 Utility and Street Improvements, Phase 1 project for Globe Contractors, Inc. for additional work and for final quantities a <u>credit</u> of \$33,898.53.

### Details:

Globe Contractors was awarded and has now completed Phase 1 of the joint venture between the City of Burlington and Aurora Health Care Southern Lakes Incorporated. Upon opening Aurora's anticipated \$75 million, 160,000-square-foot regional outpatient surgery center offering enhanced cancer services, a dedicated women's imaging department, outpatient surgery, physical rehabilitation services, laboratory, pharmacy and other ancillary services. The project became possible after the City agreed to create TID #5 and to bring city services to the roughly 80 acres at the intersection of Spring Valley Road and Hwy 36 at the western edge of the city.

Attached is a copy of Contract Change Order #1 to the "Burlington TID #5 Utility and Street Improvements, Phase 1 Project." The contract total base bid was \$1,726,631.

During the course of work it was determined that a change was necessary for unforeseen conditions, when large boulders were encountered during boring operations. Additional work was also needed for sanitary wye (sewer) fittings, water main offset, and additional water shut off. After all work was completed and final quantities were calculated, the result showed a decrease of \$33,898 bringing the total contract amount to \$1,692,732.

### Options & Alternatives:

If the change order is not approved, the contract would not be reduced in price.

### Financial Remarks:

The original contract amount was \$1,726,631.00. This Contract Change #1 results in a credit of \$33,898.53 bringing the final contract amount to \$1,692,732.47. This project is funded within TID #5.

### Executive Action:

This item is for discussion at the January 19, 2016 Committee of the Whole meeting and scheduled for the February 2, 2016 Common Council meeting for final consideration.

**Resolution No. 4766(40)**  
**Introduced by: Committee of the Whole**

**A RESOLUTION APPROVING CONTRACT CHANGE ORDER NUMBER ONE WITH GLOBE CONTRACTORS, INC. FOR THE "BURLINGTON TID #5 UTILITY AND STREET IMPROVEMENTS, PHASE 1" PROJECT FOR A REDUCTION IN THE CONTRACT IN THE AMOUNT OF \$33,898.53**

**WHEREAS**, Resolution 4725(59) approved the award of the bid to Globe Contractors, Inc. for the "Burlington TID #5 Utility and Street Improvements, Phase 1" Project for the not to exceed total base bid of \$1,726,631.00; and,

**WHEREAS**, the City of Burlington entered into a contract with Globe Contractors, Inc. for said improvements on April 8, 2015; and,

**WHEREAS**, during the course of work it was determined that a change was necessary for unforeseen conditions, when large boulders were encountered during boring operations; additional work was also needed for sanitary wyes, watermain offset, and an additional water shut off;

**WHEREAS**, final quantities were also calculated after work was completed revealing a reduction in the contract, which has resulted in in the amount of \$33,898.53, a copy of which is attached hereto as "Exhibit A" and made a part hereof; and,

**WHEREAS**, said Change Order Number One for an amount of (\$33,898.53) has been recommended for approval by the City Engineer; and,

**WHEREAS**, the new contract price including Change Order Number One is for the not-to-exceed amount of \$1,692,732.47.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Burlington that Change Order Number One is hereby approved for a reduction in the amount of \$33,898.53.

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

Introduced: January 19, 2016  
Adopted:

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

Attest:

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

# "EXHIBIT A"

## MEMORANDUM TO THE CITY OF BURLINGTON

**To:** Carina Walters, Jim Berlges, Dan Jensen  
**Cc:** Judy Gerulat  
**From:** Ryan Cardinal  
**Date:** December 28, 2015  
**Re:** Contract Change Order request for Globe Contractors, Inc.  
Burlington TID #5 Utility & Street Improvements, PHASE 1

---

Attached please find a copy of Contract Change Order #1 and Justification of Price for the **Burlington TID #5 Utility & Street Improvements, PHASE 1** construction project. This work includes: Forcemain Boring Unforeseen Conditions, Sanitary Wyes, Watermain Offset (at Aurora Connection on State Street), Water Service Shutoff (at 649 W. State Street). This completes the project and includes quantity adjustment to make the project **FINAL**.

Due to the delay in commencement of the project, this contract time has been extended to November 30, 2015.

Jim & Dan, could you please review this Change Order and, if you approve, send your approval to Megan at City Hall, so that it gets on the agenda in a timely manner.

Let me know if you have any questions or comments!

Thank you!



**BURLINGTON TID #5 UTILITY & STREET IMPROVEMENTS, PHASE 1**  
**Justification of Price for Contract Change Order #1**

**Item #1 Force Main Boring – Unforeseen Conditions:**

- A. Description: The direction drilling contractor encountered impassable conditions and large boulders. Predesign soil borings in this area did not indicate these conditions, and was determined to be an isolated condition. This work includes potholing to determine the extent and depth. This work includes the downtime encountered, potholing, manpower, and equipment utilized, as requested by the Owner.
- B. Method of Measurement: The *Force Main Boring – Unforeseen Conditions* item shall be measured as a lump sum (LS) item for work completed in accordance with the contract.
- C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit lump sum price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

**Item #2 Sanitary Wyes:**

- A. Description: The work under this section was added to serve three future connections in the gravity sewer section of the project from the lift station to the Phase 2 project that were not included in the original plan, as requested by the Owner. 3 feet of 6" PVC risers shall be installed on each wye and capped. This work shall conform to Section 33 of the Special Provisions included in the contract documents.
- B. Method of Measurement: The *Sanitary Wyes* item shall be measured as a lump sum (LS) item for work completed in accordance with the contract.
- C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit lump sum price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

**Item #3 Watermain Offset:**

- A. Description: The work under this section was added at the connection to the Aurora property near station 31+00. The Aurora property stubbed towards State Street for the Phase 1 project to connect onto. This connection was expected to cross an existing high pressure gas main. This existing gas main was at a deeper elevation than traditionally expected, therefore, was found to be in direct elevation conflict with the watermain. As directed by the Owner, the watermain was offset vertically under the gas main as the most economical solution. This work shall conform to Section 30 of the Special Provisions included in the contract documents.
- B. Method of Measurement: The *Watermain Offset* item shall be measured as a lump sum (LS) item for work completed in accordance with the contract.
- C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit lump sum price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

**Item #4 Water Service Shutoff:**

A. Description: During forcemain trenching activities, an unknown water service was encountered at 649 W. State Street. The water department determined this to be an old service that was abandoned when an existing structure was razed prior to an existing apartment building being constructed. This work includes the excavation and shutoff of this existing water corporation stop at the watermain, as requested by the Owner. This work shall conform to Section 30 of the Special Provisions included in the contract documents.

B. Method of Measurement: The *Water Service Shutoff* item shall be measured as a lump sum (LS) item for work completed in accordance with the contract.

C. Basis of Payment: The work under this item, measured as provided above, will be paid for at the contract unit lump sum price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

The following is a summary spreadsheet for the mentioned above items:

**CONTRACT CHANGE ORDER # 1**

<b>TID # 5 Phase 1, State Street – Extra Work</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Bid Unit \$</b>	<b>Est. Total \$</b>
1.1	Forcemain Boring – Unforeseen Conditions	LS	1	\$ 11,997.30	\$ 11,997.30
1.2	Sanitary Wyes	LS	1	\$ 3,860.11	\$ 3,860.11
1.3	Watermain Offset	LS	1	\$ 5,579.60	\$ 5,579.60
1.4	Water Service Shutoff	LS	1	\$ 1,118.90	\$ 1,118.90
SUBTOTAL – Contract Change Order No. 1					\$ 22,555.91
Deduction Based on Actual Quantities from Planned Quantities					\$ (56,454.44)
<b>TOTAL - CCO #1</b>					<b>\$ (33,898.53)</b>

**Balance Sheet**

**BASE BID:**

Item No.	Item Description	Unit	Bid Qty.	Unit \$	Bid Total \$	Qty's per Estimate					Qty to Date	\$ Paid to Date
						#1	#2	#3	#4	#5		
201.0110	Clearing	SY	850	\$ 4.00	\$ 3,400.00		225.00				225.00	\$ 900.00
201.0210	Grubbing	SY	850	\$ 4.00	\$ 3,400.00		225.00				225.00	\$ 900.00
203.0100	Removing Small Pipe Culverts (15"-36" CMP)	EACH	5	\$ 200.00	\$ 1,000.00		3.00		-1.00		4.00	\$ 800.00
204.0100	Removing Pavement	SY	8250	\$ 6.00	\$ 49,500.00		3928.00		4211.12		8,139.12	\$ 48,834.72
204.0150	Removing Curb and Gutter	LF	20	\$ 10.00	\$ 200.00		20.00				20.00	\$ 200.00
204.0150	Removing Curb and Gutter (Undistributed)	LF	300	\$ 10.00	\$ 3,000.00		149.00		-131.90		268.10	\$ 1,490.00
205.0100	Excavation Common	CY	1520	\$ 15.00	\$ 22,800.00		400.00				400.00	\$ 4,021.50
205.0100	Excavation Common (Undistributed)	CY	400	\$ 15.00	\$ 6,000.00						0.00	\$ -
305.0110	Base Aggregate Dense 3/4" - shoulder Material	TON	340	\$ 24.00	\$ 8,160.00						0.00	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	4600	\$ 14.40	\$ 66,240.00		1759.14		2396.39		4,155.53	\$ 59,839.63
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	600	\$ 24.00	\$ 14,400.00						0.00	\$ -
312.0110	Select Crushed Material (Undistributed)	TON	200	\$ 20.00	\$ 4,000.00		266.64		152.11		418.75	\$ 8,375.00
460.1101	HMA Pavement Type E-1. Item also includes asphaltic material PG 64-22 (455.0220) and asphaltic material for tack coat (455.0605).	TON	2490	\$ 53.00	\$ 131,970.00		1236.62		1291.04		2,527.66	\$ 133,965.98
525.0118	Culvert Pipe Corrugated Aluminum 18-Inch	LF	30	\$ 83.00	\$ 2,550.00		27.00				27.00	\$ 2,295.00
525.0136	Culvert Pipe Corrugated Aluminum 36-Inch	LF	183	\$ 120.00	\$ 22,200.00		95.00				95.00	\$ 11,400.00
525.0218	Aluminum Apron Endwalls for Aluminum Culvert Pipe 18-Inch	EACH	2	\$ 230.00	\$ 460.00		2.00				2.00	\$ 460.00
525.0330	Aluminum Apron Endwalls for Aluminum Culvert Pipe 30-Inch	EACH	2	\$ 483.00	\$ 966.00						0.00	\$ -
525.0336	Aluminum Apron Endwalls for Aluminum Culvert Pipe 36-Inch	EACH	8	\$ 781.00	\$ 6,248.00		6.00				6.00	\$ 4,686.00
601.0551	Concrete Curb & Gutter 4-IN Sloped 36-IN Type A	LF	30	\$ 65.00	\$ 1,950.00		43.50				43.50	\$ 2,827.50
601.0420	Concrete Curb & Gutter 30-Inch Type D (Undistributed)	LF	300	\$ 35.00	\$ 10,500.00		125.50		21.73		147.23	\$ 5,153.05
611.0420	Reconstructing Manholes (Undistributed)	EACH	2	\$ 2,400.00	\$ 4,800.00						0.00	\$ -
611.0430	Reconstructing Inlets (Undistributed)	EACH	2	\$ 2,400.00	\$ 4,800.00						0.00	\$ -
611.8110	Adjusting Manhole Covers - Storm	EACH	10	\$ 900.00	\$ 9,000.00		4.00				10.00	\$ 9,000.00
611.8110	Adjusting Manhole Covers - Water	EACH	5	\$ 900.00	\$ 4,500.00		1.00				5.00	\$ 4,500.00
611.8110	Adjusting Manhole Covers - Sanitary	EACH	9	\$ 900.00	\$ 8,100.00		5.00				9.00	\$ 8,100.00
611.8115	Adjusting Manhole Covers - Steel Rings (Undistributed)	EACH	3	\$ 195.00	\$ 585.00		2.00				2.00	\$ 390.00
611.8120	Adjusting Inlet Covers (Undistributed)	EACH	2	\$ 800.00	\$ 1,600.00						0.00	\$ -
611.8120	Cover Plates Temporary	EACH	24	\$ 50.00	\$ 1,200.00						0.00	\$ -
619.1000	Mobilization	EACH	1	\$ 5,000.00	\$ 5,000.00		0.50				1.00	\$ 5,000.00
628.1504	Site Fence	LF	3800	\$ 2.00	\$ 7,600.00				473.60		473.60	\$ 947.20
628.2003	Erosion Mat Urban Class I, Type B (NON-NETTED)	SY	8800	\$ 2.00	\$ 17,600.00				8301.40		8301.40	\$ 16,725.20
628.2027	Erosion Mat Class II, Type C	SY	1300	\$ 4.00	\$ 5,200.00				1929.40		1929.40	\$ 8,641.60
628.7015	Inlet Protection Type C	EACH	15	\$ 75.00	\$ 1,125.00				14.00		14.00	\$ 1,050.00
628.7020	Inlet Protection Type D	EACH	2	\$ 100.00	\$ 200.00				2.00		2.00	\$ 200.00
628.7504	Temporary Ditch Checks	LF	650	\$ 10.00	\$ 6,500.00				829.00		829.00	\$ 8,290.00
638.2102	Moving Signs Type II	EACH	6	\$ 150.00	\$ 900.00		2.00				2.00	\$ 300.00
638.4000	Moving Small Sign Supports	EACH	6	\$ 50.00	\$ 300.00						2.00	\$ 100.00
645.0133	Geotextile Fabric Type SR (Undistributed)	SY	1000	\$ 2.00	\$ 2,000.00						0.00	\$ -
646.0106	Pavement Marking Epoxy 4-Inch (Yellow)	LF	2700	\$ 2.10	\$ 5,670.00				2784.00		2,784.00	\$ 5,846.40
647.0356	Pavement Markings Words Epoxy (School)	EACH	2	\$ 950.00	\$ 1,900.00		2.00				2.00	\$ 1,900.00
647.0376	Pavement Marking Stop Line Epoxy 24-Inch	LF	80	\$ 12.50	\$ 1,000.00				81.00		81.00	\$ 1,012.50
647.0766	Pavement Marking Crosswalk Epoxy 6-Inch	LF	430	\$ 9.00	\$ 3,870.00		409.00				409.00	\$ 3,681.00
647.0796	Pavement Marking Crosswalk Epoxy 24-Inch	LF	104	\$ 12.50	\$ 1,300.00		112.00				112.00	\$ 1,400.00
690.0150	Sawing Asphalt	LF	680	\$ 1.50	\$ 1,020.00				624.00		624.00	\$ 936.00
690.0250	Sawing Concrete	LF	6450	\$ 2.00	\$ 12,900.00		5450.00		624.00		5,450.00	\$ 10,900.00
SPV.0035.01	Backfill Controlled Low Strength	CY	680	\$ 61.00	\$ 41,480.00		230.00		320.00		550.00	\$ 33,550.00
SPV.0060.01	Adjusting Valve Boxes	EACH	7	\$ 300.00	\$ 2,100.00						0.00	\$ -
SPV.0060.02	Sanitary Manhole Seal - External	EACH	12	\$ 690.00	\$ 8,280.00		6.00				12.00	\$ 8,280.00
SPV.0060.03	Manhole Frame & Cover	EACH	17	\$ 600.00	\$ 10,200.00		6.00				19.00	\$ 11,400.00
SPV.0060.04	Hydrant Assembly	EACH	12	\$ 4,100.00	\$ 49,200.00		8.00				12.00	\$ 49,200.00
SPV.0060.05	Water Valve & Valve Box 6-Inch (Hydrant)	EACH	12	\$ 1,350.00	\$ 16,200.00		8.00				12.00	\$ 16,200.00
SPV.0060.06	Water Valve & Valve Box 6-Inch	EACH	1	\$ 1,450.00	\$ 1,450.00		1.00				1.00	\$ 1,450.00
SPV.0060.07	Water Valve & Valve Box 12-Inch	EACH	10	\$ 3,170.00	\$ 31,700.00		10.00				10.00	\$ 31,700.00
SPV.0060.08	Tracer Wire Access Box	EACH	24	\$ 75.00	\$ 1,800.00				12.00		12.00	\$ 900.00
SPV.0060.09	Pothole & Explore Existing Utility	EACH	32	\$ 500.00	\$ 16,000.00						0.00	\$ -
SPV.0060.10	Sanitary Sewer Spot Repair Slurry Backfill	EACH	1	\$ 6,400.00	\$ 6,400.00		1.00				1.00	\$ 6,400.00
SPV.0090.01	PVC Watermain 6-Inch (Granular Backfill)	LF	20	\$ 108.00	\$ 2,160.00		20.00				20.00	\$ 2,160.00
SPV.0090.02	Hydrant Lead PVC 6-Inch (Granular Backfill)	LF	155	\$ 104.00	\$ 16,120.00		55.00				136.00	\$ 14,144.00
SPV.0090.03	PVC Watermain 12-Inch (Granular Backfill)	LF	1704	\$ 114.00	\$ 194,256.00		599.00		2238.00		2,637.00	\$ 300,618.00

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	#1	#2	#3	#4	#5	Qty to Date	\$ Paid to Date
SPV.0090.04	PVC Watermain 12-Inch (Spoil Backfill)	LF	2156	\$ 76.00	\$ 163,856.00						1,206.00	\$ 91,656.00
SPV.0090.05	Sanitary Sewer Force Main 6" PVC C-900 Green (Granular Backfill)	LF	1346	\$ 88.00	\$ 136,048.00				703.00		2,103.00	\$ 185,064.00
SPV.0090.06	Sanitary Sewer Force Main 6" HDPE (Directional Drill)	LF	2833	\$ 88.00	\$ 249,304.00						2,110.00	\$ 185,680.00
SPV.0090.07	Sanitary Sewer 15-Inch PVC (Granular Backfill)	LF	432	\$ 232.00	\$ 100,224.00				56.00		781.00	\$ 181,192.00
SPV.0090.08	Sanitary Sewer 15-Inch PVC (Spoil Backfill)	LF	447	\$ 131.00	\$ 58,557.00						120.00	\$ 15,720.00
SPV.0090.09	Sanitary Sewer 18-Inch PVC (Granular Backfill)	LF	20	\$ 220.00	\$ 4,400.00						20.00	\$ 4,400.00
SPV.0105.01	Traffic Control	LS	1	\$ 28,500.00	\$ 28,500.00	0.50					1.00	\$ 28,500.00
SPV.0180.01	Restore Disturbed Areas URBAN - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140)	SY	2000	\$ 3.00	\$ 6,000.00				500.00		2,180.00	\$ 6,540.00
SPV.0180.02	Restore Disturbed Areas RURAL - Includes Topsoil (625.0100), Fertilizer Type B (629.0210), Seeding Mix No. 30 (630.0130), Restore Disturbed Areas WETLAND - Includes Topsoil (625.0100), Fertilizer Type B (629.0210), Seeding Mix No. 70 (630.0170), Seeding Nurse Crop (630.0400)	SY	1600	\$ 4.00	\$ 6,400.00				1600.00		1,600.00	\$ 6,400.00
SPV.0180.03	Asphalt Patch, Driveway (Undistributed)	SY	6500	\$ 4.00	\$ 26,000.00				8060.00		8,060.00	\$ 32,240.00
SPV.0200.01	Sanitary Manhole 48-Inch	VF	190	\$ 22.00	\$ 4,180.00				308.90		308.90	\$ 6,795.80
SPV.0200.02	Foreman Manhole 48-Inch	VF	36	\$ 815.00	\$ 29,340.00				51.00		60.00	\$ 13,800.00
									36.00		36.00	\$ 29,340.00
<b>SUBTOTAL - State St</b>											<b>\$ 1,691,549.00</b>	<b>\$ 1,638,376.08</b>

2015 SIDEWALK IMPROVEMENTS												
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	#1	#2	#3	#4	#5	Qty to Date	\$ Paid to Date
204.0100	Removing Pavement (Concrete Driveway)	SY	38	\$ 12.15	\$ 461.70	38.30					38.30	\$ 465.35
204.0155	Removing Concrete Sidewalk	SY	410	\$ 12.15	\$ 4,981.50	385.10					385.10	\$ 4,678.97
305.0120	Base Aggregate Dense 1 1/4-INCH (Undistributed)	TON	60	\$ 17.00	\$ 1,020.00	42.26					42.26	\$ 718.42
416.0160	Concrete Driveway 6-Inch	SY	38	\$ 38.50	\$ 2,223.00	38.30					38.30	\$ 2,240.55
602.0405	Concrete Sidewalk 4-Inch	SF	3686	\$ 5.30	\$ 19,535.80	3466.00			238.00		3,704.00	\$ 19,631.20
628.2008	Erosion Mat Urban Class 1 Type B (NON-NETTED)	SY	500	\$ 2.00	\$ 1,000.00						0.00	\$ -
690.0150	Sawing Asphalt	LF	120	\$ 3.00	\$ 360.00						0.00	\$ -
	Restore Disturbed Areas URBAN - Includes Topsoil (625.0100), Mulching (627.0200), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140)	LS	1	\$ 4,000.00	\$ 4,000.00			1.00			1.00	\$ 4,000.00
SPV.0105.02	Asphalt Patch, Driveway (Undistributed)	SY	50	\$ 30.00	\$ 1,500.00				2.20		2.20	\$ 66.00
SPV.0180.04												
<b>SUBTOTAL - 2015 Sidewalks</b>											<b>\$ 35,082.00</b>	<b>\$ 31,800.48</b>

<b>SUBTOTAL - Base Bid</b>	<b>\$ 1,726,631.00</b>	<b>\$ 1,670,176.56</b>
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Contract Change Order 1												
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	#1	#2	#3	#4	#5	Qty to Date	\$ Paid to Date
1.1	Foreman Borings - Unforeseen Conditions	LS	1	\$ 11,997.30	\$ 11,997.30						1.00	\$ 11,997.30
1.2	Sanitary Wyes	LS	1	\$ 3,860.11	\$ 3,860.11						1.00	\$ 3,860.11
1.3	Watermain Offset	LS	1	\$ 5,579.60	\$ 5,579.60						1.00	\$ 5,579.60
1.4	Water Service Shutoff	LS	1	\$ 1,118.90	\$ 1,118.90						1.00	\$ 1,118.90
<b>SUBTOTAL - CCO 1</b>											<b>\$ 22,555.91</b>	<b>\$ 22,555.91</b>

<b>Total Base Bid</b>	<b>\$ 1,726,631.00</b>	<b>\$ 1,692,732.47</b>
<b>Contract Change Order 1</b>	<b>\$ 22,555.91</b>	
<b>Final Quantity Adjustment</b>	<b>\$ (56,454.44)</b>	
<b>TOTAL</b>	<b>\$ 1,692,732.47</b>	<b>\$ 1,692,732.47</b>