



**AGENDA  
COMMON COUNCIL**

**Tuesday, February 2, 2016**

**To immediately follow the 6:30 p.m. Committee of the Whole meeting  
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. Roll Call
2. Pledge of Allegiance to the Flag
3. Citizen Comments
4. Chamber of Commerce Representative and Rescue Squad Representative
5. Approval of the Common Council minutes from January 19, 2016 (*E. Johnson*).....p. 3
6. Letters and Communications (*J. Ekes*).....p. 7
  - A. Communication from Alderman Jon Schultz regarding his absence at the February 2, 2016 Committee of the Whole and Common Council meetings
7. Reports by Aldermanic Representatives and Department Heads
8. Reports 1-2 (*R. Dawidziak*) .....p. 9
9. Payment of Vouchers (*B. Grandi*).....p. 12
10. Licenses and Permits (*T. Vos*).....p. 31
11. Appointments and Nominations – There are none

**12. PUBLIC HEARINGS:**

- A. A Public Hearing to hear comments and concerns from the public regarding amending several sections of the CH. 315 of the Municipal Code allowing the HPC to recommend Certificates of Appropriateness regarding Signage be forwarded to the Building Inspector for a final review and approval, with no Common Council approval being required. (*T. Preusker*) .....p. 32

**13. RESOLUTIONS:**

- A. 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 was scheduled for the same night Common Council meeting and is scheduled for the February 2, 2016 Common Council meeting for final consideration. (*T. Bauman*).....p. 34
- B. Resolution 4763(37) to consider approving an Agreement between the City of Burlington and Burlington Area Rescue Squad for rescue services. This item was discussed at the January 5, 2016 Committee of the Whole meeting and is scheduled for the February 2, 2016 Common Council meeting for final consideration. (*E. Johnson*).....p. 40
- C. 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 was discussed at the January 5, 2016 Committee of the Whole meeting and is scheduled for the February 2, 2016 Common Council meeting for final consideration. (*J. Ekes*).....p. 54
- D. 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 was discussed at the January 5, 2016 Committee of the Whole meeting and is scheduled for the February 2, 2016 Common Council meeting for final consideration. (*R. Dawidziak*) .....p. 66
- E. Resolution 4766(40) to consider approving 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 \$33,989.53. This item was discussed at the January 5, 2016 Committee of the Whole meeting and is scheduled for the February 2, 2016 Common Council meeting for final consideration. (*B. Grandi*).....p. 78

**14. ORDINANCES: NONE**

**15. MOTION:**

- A. Motion 16-826 to consider approving a feasibility study between the City of Burlington, Racine County, and Burlington School District regarding a joint use facility. This item was discussed at tonight’s Committee of the Whole. (*T. Vos*).....p. 86

**16. ADJOURNMENT (*T. Preusker*)**

*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.*



**COMMOM COUNCIL AGENDA**

**ITEM NUMBER: 5**

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**DATE:** February 2, 2016

**SUBJECT:** January 19, 2016 Common Council Minutes

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

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**BACKGROUND/HISTORY:**

The attached minutes are from the January 19, 2016 Common Council meeting.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the attached minutes from the January 19, 2016 Common Council meeting.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the February 2, 2016 Common Council meeting.

**ATTACHMENTS:**

January 19, 2016 minutes



**CITY OF BURLINGTON**  
**Minutes of the Common Council**  
**Robert Miller, Mayor**  
**Diahnn C. Halbach, City Clerk**  
**Tuesday, January 19, 2016**

**1. Call To Order – Roll Call**

Mayor Robert Miller called the meeting to order at 6:57 p.m. starting with roll call. Aldermen present: John Ekes, Bob Grandi, Ruth Dawidziak, Tom Vos, Jon Schultz, and Todd Bauman. Excused: Ed Johnson and Tom Preusker

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

Also present: City Attorney John Bjelajac, Chief of Police Mark Anderson, Treasurer and Budget Officer Steven DeQuaker, Director of Administrative Services Megan Watkins, DPW Director James Bergles, DPW Supervisor Dan Jensen, Interim Fire Chief Mark Strasser, Rescue Squad Captain Brian Zwiebel, Building Inspector and Zoning Administrator Gregory Guidry, and Tom Foht of Kapur & Associates.

**2. Pledge of Allegiance**

**3. Citizen Comments**

There were none.

**4. Chamber of Commerce Representative and Rescue Squad Representative**

Rescue Squad Captain Brian Zwiebel reported to Council and staff the Rescue Squads 2015 Year in Review. Zwiebel also mentioned the success of the BHS1 program and the need for more volunteers.

**5. Approval of the January 5, 2016 Common Council Minutes**

A motion was made by Bauman with a second by Dawidziak to approve the Council Minutes from January 5, 2016. With all in favor, the motion to approve the minutes was carried.

**6. Letters and Communications**

There were no letters and communications.

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

Schultz reported that the Racine County Health Department would be voting on Monday whether or not to allow City of Burlington to become a voting member.

Jim Bergles gave a brief update on the Illinois Fox River Group (IFRG) project and said that there should be more info in March.

**8. Reports 1-3**

A motion was made by Bauman with a second by Grandi approve Reports 1-3. With all in favor, the motion carried.

**9. Payment of Vouchers**

A motion was made by Vos with a second by Ekes to approve vouchers, pre-paids and reimbursements in the amount of \$4,716,656.77.

Roll Call Aye: Ekes, Grandi, Dawidziak, Vos, Schultz, and Bauman. Nay: None. Motion carried 6-0.

**10. Licenses and Permits**

A motion was made by Preusker with a second by Bauman to approve all licenses and permits. With all in favor the motion carried.

**11. Appointments and Nominations**

A motion was made by Dawidziak with a second by Ekes to approve the Appointments and Nominations as presented:

A. Joel Weis to be appointed to the Historic Preservation Committee, term expiring 01/04/2019

B. Maria Veronico-Ventura to be appointed to the Historic Preservation Committee, term expiring 01/04/2019

With all in favor the motion carried.

**12. Public Hearings**

At 7:16 p.m. Mayor Miller called a Public Hearing to order to hear comments and concerns from the public regarding petitioning the Secretary of Transportation for Airport Improvement Aid for runway repairs at the Burlington Municipal Airport.

There were no comments. Mayor Miller closed the Public Hearing 7:18 p.m.

**13. Resolutions – there were none**

**14. Ordinances** - there were none

**15. Motions**

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

A motion was made by Vos with a second by Dawidziak to approve Motion 15-822.

Grandi further discussed the associated cost of the program and suggested contacting other communities to find other sources. Grandi further suggested the use of YouTube or Vimeo for the webcasting portion and to utilize high school or technical school students to help with the streaming.

Vos stated that he felt this was a good thing and would help create the transparency needed, although he wants to be sure it's utilized.

Dawidziak suggested trying the program for a year and then decide how well it's working and if the public is using the program. Dawidziak also suggested to see what the technical college might be able to provide to the City.

Ekes wanted to know the cost savings to staff in regards to the Agenda Management portion of the package.

Mayor Miller suggested tabling the Motion in order to give Staff an opportunity to look further into the concerns presented.

Roll Call Aye: Ekes, Grandi, Dawidziak, Vos, and Bauman. Nay: Schultz. Motion carried 5-1

**16. Adjourn**

A motion was made by Schultz with a second by Dawidziak to adjourn the meeting. With all in favor, the meeting adjourned at 7:29 p.m.

Meeting Minutes Respectfully Submitted by:



Diahm C. Halbach  
City Clerk  
City of Burlington



**COMMOM COUNCIL AGENDA**

**ITEM NUMBER: 6**

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**DATE:** FEBRUARY 2, 2016

**SUBJECT:** LETTERS AND COMMUNICATIONS

**SUBMITTED BY:** ALDERMAN JON SCHULTZ

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**BACKGROUND/HISTORY:**

Attached please find the following communication:

Communication A – Correspondence from Alderman Jon Schultz regarding his absence from the February 2, 2016 Committee of the Whole and Common Council meetings.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION**

Staff recommends that the Council accept this communication.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the February 2, 2016 Common Council meeting.

**ATTACHMENTS:**

Email communication

## Diahnn Halbach

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**From:** Carina Walters  
**Sent:** Sunday, January 24, 2016 8:12 PM  
**To:** Diahnn Halbach; Megan Watkins  
**Subject:** Fwd: Missing Feb 2 Council Meeting

See below

Sent from my iPhone

Begin forwarded message:

**From:** Jon Schultz <[jschultz@burlington-wi.gov](mailto:jschultz@burlington-wi.gov)>  
**Date:** January 24, 2016 at 1:01:50 PM CST  
**To:** Carina Walters <[cwalters@burlington-wi.gov](mailto:cwalters@burlington-wi.gov)>, "Miller, Robert" <[rmiller@burlington-wi.gov](mailto:rmiller@burlington-wi.gov)>  
**Subject: Missing Feb 2 Council Meeting**

Bob and Carina,

I will be missing the next council meeting on Feb 2. I'll be in Florida for a work conference from Friday Jan 29 to Weds Feb 3.

Thanks,

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Jon E. Schultz II  
Alderman, 3rd District, City of Burlington  
[JSchultz@Burlington-WI.gov](mailto:JSchultz@Burlington-WI.gov)  
262.757.8580

<http://www.LifeInBurlington.com>  
<https://www.facebook.com/LifeInBurlington>  
<https://twitter.com/LifeInBTownWI>



**COMMOM COUNCIL AGENDA**

**ITEM NUMBER: 8**

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**DATE:** FEBRUARY 2, 2016

**SUBJECT:** REPORTS 1-2

**SUBMITTED BY:** CITY STAFF

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**BACKGROUND/HISTORY:**

Attached please find the following reports:

Report 1 – Historic Preservation Commission minutes, 11/24/2015

Report 2 – Committee of the Whole minutes, 1/19/2016

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION**

Staff recommends that the Council approve Reports 1-2

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the February 2, 2016 Common Council meeting.

**ATTACHMENTS:**

Email communication



**HISTORIC PRESERVATION COMMISSION  
MEETING MINUTES  
Tuesday, November 24, 2015**

The meeting was called to order by Chairman Tom Stelling at 6:00 p.m. Commissioner Darrel Eisenhardt; Commissioner Kevin O'Brien; and Commissioner Joel Weis were present. Alderman Tom Preusker; Commissioner Maria Veronico; and Commissioner Jeff Erickson were excused.

**CITIZEN COMMENTS**

None

**APPROVAL OF MINUTES**

Commissioner Weis moved, and Commissioner O'Brien seconded to approve the minutes of October 22, 2015. All were in favor and the motion carried.

**LETTERS AND COMMUNICATIONS**

None

**OLD BUSINESS**

None

**NEW BUSINESS**

**A. A Certificate of Appropriateness application from Lorrie BeBord of Taylored Image Hair Design & Skin Therapy for property located at 581 N. Pine Street to install one overhanging sign.**

- Chairman Stelling introduced and opened this item for discussion.
- Commissioner Weis stated both options look great and option A is Ms. DeBord's preferred choice.
- Commissioner Eisenhardt stated the colors in option A, fit within the historic colors.
- There were no further comments.
- Commissioner Eisenhardt moved, and Commissioner Weis seconded to recommend approval of the Certificate of Appropriateness for design option A of the sign, subject to Patrick Meehan's memorandum.
- All were in favor and the motion carried.

**B. A Sign Permit application from Lorrie BeBord of Taylored Image Hair Design & Skin Therapy for property located at 581 N. Pine Street to install one overhanging sign.**

- Chairman Stelling introduced and opened this item for discussion.
- There were no comments.
- Commissioner Eisenhardt moved, and Commissioner O'Brien seconded to recommend approval the Sign Permit to install one overhanging sign, subject to Patrick Meehan's memorandum.
- All were in favor and the motion carried.

**DISCUSSION ITEMS**

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

- Chairman Stelling introduced and opened this item for discussion.
- Chairman Stelling stated that the funds are at a zero balance. He stated that no applications are to be taken for now until there are funds. Chairman Stelling also stated the Council is undecided if the funds will be replenished.
- There were no further comments.

**ADJOURNMENT**

Commissioner Weis moved, and Commissioner Eisenhardt seconded to adjourn the meeting at 6:09 p.m. *All were in favor and the motion carried.*

Recording Secretary,

Kristine Anderson  
Administrative Assistant



**COMMOM COUNCIL AGENDA**

**ITEM NUMBER: 9**

**DATE:** FEBRUARY 2, 2016

**SUBJECT:** PREPAIDS AND VOUCHERS

**SUBMITTED BY:** STEVE DEQUAKER, CITY TREASURER

**BACKGROUND/HISTORY:**

Attached please find the Prepaid, Voucher and Reimbursement list for bills accrued through February 2, 2016:

Total Prepaid:	\$ 163,205.36
Total Vouchers:	\$ 75,536.25
Reimbursements:	\$ 923.02
Grand Total:	<u>\$ 239,664.63</u>

**BUDGET/FISCAL IMPACT:**

5 Largest Disbursements on the Prepaid, Vouchers and Reimbursement List:

1. \$ 43,065.00 American General Life Ins. – LOSA Program for the Volunteer Fire Department
2. \$ 22,367.52 Town of Burlington – Revenue Sharing
3. \$ 18,973.39 WE Energies – Street Lights 11/30/15 to 12/30/15
4. \$ 12,660.13 Compass Minerals – Bulk Highway Coarse W/YPS
5. \$ 11,321.63 Ascent Aviation Group, Inc. – Jet A Fuel

**RECOMMENDATION:**

Staff recommends that the Common Council accept and approve these Prepaid, Vouchers and Reimbursements in the amount of \$239,664.63.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the February 2, 2016 Common Council meeting.

**ATTACHMENTS:**

Detail listing of Prepaid, Vouchers, and Reimbursements.

**For Council Approval February 2, 2016**

Prepaid:	01/15/16	\$	55,425.10
	01/22/16	\$	75,856.41
	01/26/16	\$	31,923.85
<b>Total Prepaid</b>		\$	<u>163,205.36</u>
Vouchers:	02/02/16	\$	75,536.25
Reimbursements:	01/20/16	\$	923.02
<b>GRAND TOTAL</b>		\$	<u><u>239,664.63</u></u>

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
<b>100239007</b>							
100-239007 LIFE INSURANCE	MINNESOTA LIFE INSURANCE	MINNESOTA LIFE 2832L	FEB2016	01/14/2016	1,939.63	01/15/2016	116
Total 100239007:					1,939.63		
<b>100454521001</b>							
100-454521-001 BOND FEES	RACINE CO T & M COURT	Dubinsky, Brian; Case: 16-114	DUBINSKY	01/03/2016	150.00	01/15/2016	116
Total 100454521001:					150.00		
<b>100515121157</b>							
100-515121-157 MUNI COURT - TRAINING	WI MUNICIPAL COURT CLERK	WMCCA Annual Membership Dues	2016	01/14/2016	40.00	01/15/2016	116
Total 100515121157:					40.00		
<b>100515132225</b>							
100-515132-225 ADMIN - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE ADMIN	829440291-12/15	01/04/2016	348.44	01/15/2016	1215
100-515132-225 ADMIN - TELEPHONE	AT & T	262 763-3747 163 6 Admin	26276334740116	01/04/2016	18.38	01/15/2016	116
100-515132-225 ADMIN - TELEPHONE	AT & T	262 R59-7549 674 8 (split)	262R5975491215	12/28/2015	275.00	01/15/2016	1215
Total 100515132225:					641.82		
<b>100515132298</b>							
100-515132-298 ADMIN - CONTRACT SERVI	E-vergent.com, LLC	BUS WIRELESS MONTHLY ACCT 1610	1610-67	01/07/2016	300.00	01/15/2016	116
Total 100515132298:					300.00		
<b>100515132310</b>							
100-515132-310 ADMIN - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	CTC Constant Contact	5799 12/15	12/28/2015	5.00	01/15/2016	1215
Total 100515132310:					5.00		
<b>100515141225</b>							
100-515141-225 FINANCE - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE FINANCE	829440291-12/15	01/04/2016	324.88	01/15/2016	1215
100-515141-225 FINANCE - TELEPHONE	AT & T	262 763-3747 163 6 Finance	26276334740116	01/04/2016	18.38	01/15/2016	116
100-515141-225 FINANCE - TELEPHONE	AT & T	262 R59-7549 674 8 (split)	262R5975491215	12/28/2015	165.00	01/15/2016	1215
Total 100515141225:					508.26		
<b>100525211220</b>							
100-525211-220 POLICE - UTILITY SERVICE	WE ENERGIES	1461-190-073 Police Dept	1461190073DEC15	12/28/2015	605.70	01/15/2016	1215
100-525211-220 POLICE - UTILITY SERVICE	WE ENERGIES	5843-681-877 Police Dept	5843681877DEC15	12/29/2015	1,977.07	01/15/2016	1215
Total 100525211220:					2,582.77		
<b>100525211225</b>							
100-525211-225 POLICE - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE POLICE	829440291-12/15	01/04/2016	660.98	01/15/2016	1215
100-525211-225 POLICE - TELEPHONE	AT & T	262 763-3747 163 6 Police	26276334740116	01/04/2016	91.86	01/15/2016	116
100-525211-225 POLICE - TELEPHONE	AT & T	262 R59-7549 674 8 (split)	262R5975491215	12/28/2015	440.00	01/15/2016	1215
Total 100525211225:					1,192.84		
<b>100525211310</b>							
100-525211-310 POLICE - OFF SUPP-POSTA	DINERS CLUB COMMERCIAL	Floralfulfillments.com	5898 12/15	12/28/2015	85.98	01/15/2016	1215
Total 100525211310:					85.98		
<b>100525211330</b>							
100-525211-330 POLICE - TRAVEL	DINERS CLUB COMMERCIAL	Kalahari Resort	5781 12/15	12/28/2015	109.00	01/15/2016	1215

prepay  
 1-15-16

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
100-525211-330 POLICE - TRAVEL	KRUPP, DAVID A	Travel Reimbursement	12/18/15	12/18/2015	16.00	01/15/2016	1215
Total 100525211330:					125.00		
<b>100525211381</b>							
100-525211-381 POLICE - INVESTIGATIONS	DINERS CLUB COMMERCIAL	TransUnion	5781 12/15	12/28/2015	4.75	01/15/2016	1215
100-525211-381 POLICE - INVESTIGATIONS	DINERS CLUB COMMERCIAL	Courtyard Marriott	5898 12/15	12/28/2015	89.00	01/15/2016	1215
Total 100525211381:					93.75		
<b>100525220225</b>							
100-525220-225 FIRE - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE FIRE	829440291-12/15	01/04/2016	243.37	01/15/2016	1215
100-525220-225 FIRE - TELEPHONE	AT & T	262 763-3747 163 6 Fire	26276334740116	01/04/2016	73.50	01/15/2016	116
Total 100525220225:					316.87		
<b>100525231157</b>							
100-525231-157 INSERVICE TRAINING	SWWBIA	2016 SWWBIA Membership Dues	2016	01/13/2016	30.00	01/15/2016	116
Total 100525231157:					30.00		
<b>100535321225</b>							
100-535321-225 STREETS - TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE DPW	829440291-12/15	01/04/2016	46.50	01/15/2016	1215
100-535321-225 STREETS - TELEPHONE	AT & T	262 763-3747 163 6 DPW	26276334740116	01/04/2016	36.75	01/15/2016	116
Total 100535321225:					83.25		
<b>100535321261</b>							
100-535321-261 STREETS - LIGHTING	WE ENERGIES	4432-157-647	4432157647DEC15	12/30/2015	18,973.39	01/15/2016	1215
Total 100535321261:					18,973.39		
<b>100555551220</b>							
100-555551-220 PARKS - UTILITIES	WE ENERGIES	0635-112-551	0635112551DEC15	01/06/2016	29.54	01/15/2016	1215
100-555551-220 PARKS - UTILITIES	WE ENERGIES	8893-353-410	8893353410DEC15	01/04/2016	59.24	01/15/2016	1215
100-555551-220 PARKS - UTILITIES	WE ENERGIES	9274-302-992	9274302992DEC15	01/05/2016	94.90	01/15/2016	1215
Total 100555551220:					183.68		
<b>251555511225</b>							
251-555511-225 TELEPHONE	DINERS CLUB COMMERCIAL	Google SVCS	5922 12/15	12/28/2015	58.33	01/15/2016	1215
251-555511-225 TELEPHONE	AT & T	262 R59-7549 674 8 (split)	262R5975491215	12/28/2015	220.00	01/15/2016	1215
Total 251555511225:					278.33		
<b>251555511247</b>							
251-555511-247 REPAIR, MAINTENANCE BUI	DINERS CLUB COMMERCIAL	Hon - chair repair	5922 12/15	12/28/2015	30.16	01/15/2016	1215
Total 251555511247:					30.16		
<b>251555511327</b>							
251-555511-327 MATERIALS	EBSCO	Annual ConsumerReports.org	WSR126310	12/09/2015	1,271.00	01/15/2016	116
Total 251555511327:					1,271.00		
<b>621575740298</b>							
621-575740-298 CONTRACT SERVICE	DINERS CLUB COMMERCIAL	WI DSPS	5831 12/15	12/28/2015	163.20	01/15/2016	1215

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
Total 621575740298:					163.20		
<b>622509210000</b>							
622-509210-000 OFFICE SUPPLY	AT & T LONG DISTANCE	AT & T LONG DISTANCE WATER	829440291-12/15	01/04/2016	46.50	01/15/2016	1215
622-509210-000 OFFICE SUPPLY	AT & T	262 763-3747 163 6 Water	26276334740116	01/04/2016	36.76	01/15/2016	116
Total 622509210000:					83.26		
<b>622509350000</b>							
622-509350-000 GENERAL PLANT-SUPPLIE	DINERS CLUB COMMERCIAL	Batteries Plus	5831 12/15	12/28/2015	46.20	01/15/2016	1215
Total 622509350000:					46.20		
<b>623575740225</b>							
623-575740-225 TELEPHONE	AT & T LONG DISTANCE	AT & T LONG DISTANCE AIRPORT	829440291-12/15	01/04/2016	46.50	01/15/2016	1215
623-575740-225 TELEPHONE	AT & T	262 763-3747 163 6 Airport	26276334740116	01/04/2016	55.13	01/15/2016	116
Total 623575740225:					101.63		
<b>864212001</b>							
864-212001 REFUNDS PAYABLE	WENZEL, JESSICA A	2015 PROPERTY TAX REFUND	125194	01/04/2016	93.91	01/15/2016	116
864-212001 REFUNDS PAYABLE	VERGARA, RANULFO	2015 PROPERTY TAX REFUND	126250	12/31/2015	234.48	01/15/2016	1215
864-212001 REFUNDS PAYABLE	HOFFMAN, R SCOTT & MARILEE	PROPERTY TAX REFUND 2015	124134	12/28/2015	417.39	01/15/2016	1215
864-212001 REFUNDS PAYABLE	RODRIGUEZ, GREGORY & ARL	PROPERTY TAX REFUND 2015	126242	12/31/2015	3,806.65	01/15/2016	1215
864-212001 REFUNDS PAYABLE	MILLER, ART L & SANDRA	PROPERTY TAX REFUND 2015	126316	12/31/2015	196.30	01/15/2016	1215
864-212001 REFUNDS PAYABLE	JESSE, SHAWN	PROPERTY TAX REFUND 2015	124807	01/04/2016	742.99	01/15/2016	116
864-212001 REFUNDS PAYABLE	YOUNG, JILL M	2015 PROPERTY TAX REFUND	124833	01/04/2016	762.14	01/15/2016	116
864-212001 REFUNDS PAYABLE	FIRKUS, JEFFREY P.	PROPERTY TAX REFUND 2015	126042	01/05/2016	82.50	01/15/2016	116
864-212001 REFUNDS PAYABLE	WEITHAUS, CHRISTOPHER & G	2015 PROPERTY TAX REFUND	124068	12/30/2015	69.84	01/15/2016	1215
864-212001 REFUNDS PAYABLE	PAHL, STEVEN & KIMBERLY	2015 PROPERTY TAX REFUND	123226	12/30/2015	325.41	01/15/2016	1215
864-212001 REFUNDS PAYABLE	BOYLEN, RYAN & SARAH	PROPERTY TAX REFUND 2015	125510	12/30/2015	271.83	01/15/2016	1215
864-212001 REFUNDS PAYABLE	WARREN, BLAINE & AMANDA	2015 PROPERTY TAX REFUND	123067	01/06/2016	340.15	01/15/2016	116
864-212001 REFUNDS PAYABLE	SWEENEY, ROBERT D	2015 PROPERTY TAX REFUND	123182	12/30/2015	14.81	01/15/2016	1215
864-212001 REFUNDS PAYABLE	YOPP, MICHAEL E	2015 PROPERTY TAX REFUND	125258	12/31/2015	159.20	01/15/2016	1215
864-212001 REFUNDS PAYABLE	MASSIE, JACLYN M	PROPERTY TAX REFUND 2015	125519	12/30/2015	149.75	01/15/2016	1215
864-212001 REFUNDS PAYABLE	TERHORST, CHAD	2015 PROPERTY TAX REFUND	125889	12/30/2015	126.39	01/15/2016	1215
864-212001 REFUNDS PAYABLE	KELLY, COLLEEN	PROPERTY TAX REFUND 2015	125246	12/30/2015	97.50	01/15/2016	1215
864-212001 REFUNDS PAYABLE	SULLIVAN, ROBERT L & PATRI	2015 PROPERTY TAX REFUND	123853	01/08/2016	24.81	01/15/2016	116
864-212001 REFUNDS PAYABLE	HISCHKE, BRIAN & NANCY	PROPERTY TAX REFUND 2015	125727	01/07/2016	9.27	01/15/2016	116
864-212001 REFUNDS PAYABLE	SMITH, JAMES	Property Tax Refund 2015	124832	12/31/2015	103.67	01/15/2016	1215
864-212001 REFUNDS PAYABLE	KENDALL, KEITH	PROPERTY TAX REFUND 2015	125957	12/30/2015	126.13	01/15/2016	1215
864-212001 REFUNDS PAYABLE	THOMSEN, JEFFRY S	2015 PROPERTY TAX REFUND	122819	01/04/2016	360.59	01/15/2016	116
864-212001 REFUNDS PAYABLE	ANDREWSKI, JOHN	PROPERTY TAX REFUND 2015	125667	01/04/2016	10.14	01/15/2016	116
864-212001 REFUNDS PAYABLE	STROCKIS, RICHARD R	2015 PROPERTY TAX REFUND	125845	12/30/2015	96.97	01/15/2016	1215
864-212001 REFUNDS PAYABLE	LIND, KATHLEEN M	PROPERTY TAX REFUND 2015	125578	12/30/2015	4,432.93	01/15/2016	1215
864-212001 REFUNDS PAYABLE	LOIS, CHRISTOPHER J	PROPERTY TAX REFUND 2015	124082	12/31/2015	90.87	01/15/2016	1215
864-212001 REFUNDS PAYABLE	STANG, CURTIS A	2015 PROPERTY TAX REFUND	124892	01/07/2016	696.42	01/15/2016	116
864-212001 REFUNDS PAYABLE	GREENING, MARK	PROPERTY TAX REFUND 2015	123120	12/31/2015	5,556.64	01/15/2016	1215
864-212001 REFUNDS PAYABLE	WICKLUND, JAMES	2015 PROPERTY TAX REFUND	124614	12/31/2015	75.89	01/15/2016	1215
864-212001 REFUNDS PAYABLE	CUCCHI, LUKE J	PROPERTY TAX REFUND 2015	124940	12/30/2015	96.03	01/15/2016	1215
864-212001 REFUNDS PAYABLE	DELMORE, MARRHEW J	PROPERTY TAX REFUND 2015	124526	01/04/2016	704.54	01/15/2016	116
864-212001 REFUNDS PAYABLE	KOSKI, SCOTT	PROPERTY TAX REFUND 2015	124367	12/31/2015	16.99	01/15/2016	1215
864-212001 REFUNDS PAYABLE	KRUEGER, GREGORY M	PROPERTY TAX REFUND 2015	125506	01/07/2016	1,320.00	01/15/2016	116
864-212001 REFUNDS PAYABLE	LOIS, MICHAEL A	PROPERTY TAX REFUND 2015	125966	01/07/2016	397.39	01/15/2016	116
864-212001 REFUNDS PAYABLE	RUSK, KEVAN D	PROPERTY TAX REFUND 2015	125211	01/04/2016	2,596.32	01/15/2016	116
864-212001 REFUNDS PAYABLE	SCHNEIDER, LAUREL	PROPERTY TAX REFUND 2015	126095	12/31/2015	.04	01/15/2016	1215
864-212001 REFUNDS PAYABLE	WINCHELL, JASON C	2015 PROPERTY TAX REFUND	125873	12/31/2015	83.97	01/15/2016	1215
864-212001 REFUNDS PAYABLE	ZOOK, BRIAN W	2015 PROPERTY TAX REFUND	124765	01/08/2016	958.48	01/15/2016	116

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
Total 864212001:					25,649.33		
<b>875232000</b>							
875-232000 MUNICIPAL COURT DEP	SWANSON, ASHLEY	refund for overpayment on citations	011116	01/11/2016	143.80	01/15/2016	116
875-232000 MUNICIPAL COURT DEP	CANELLA, TEIGAN	refund for overpayment of citations	011116	01/11/2016	139.95	01/15/2016	116
875-232000 MUNICIPAL COURT DEP	PERKINS, ERIC	refund of overpayment on a citation	N884739	01/11/2016	3.00	01/15/2016	116
875-232000 MUNICIPAL COURT DEP	ALBY, BECCA	refund of overpayment on citation	Y000432-5	01/11/2016	124.00	01/15/2016	116
875-232000 MUNICIPAL COURT DEP	DEMPS, DARRYL	refund for overpayment on citation	N1396644	01/11/2016	139.00	01/15/2016	116
Total 875232000:					549.75		
Grand Totals:					55,425.10		

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

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GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
<b>100239006</b>							
100-239006 LAW-VISION	SUPERIOR VISION INSURANCE	Policy No. 141500 February Billing	IA478347	01/11/2016	775.50	01/22/2016	116
Total 100239006:					775.50		
<b>100515121162</b>							
100-515121-162 MUNI COURT-EAP SERVICE	AURORA EAP	AURORA EAP COURT CLERK	13620	01/15/2016	8.74	01/22/2016	116
Total 100515121162:					8.74		
<b>100515132162</b>							
100-515132-162 ADMIN - EAP SERVICE	AURORA EAP	AURORA EAP ADMIN-COUNCIL	13620	01/15/2016	114.32	01/22/2016	116
Total 100515132162:					114.32		
<b>100515132220</b>							
100-515132-220 ADMIN - UTILITIES	BURLINGTON WATER DEPT.	QUARTERLY WATER UTILITY BILLING	4TH QTR 2015	01/21/2016	50.98	01/22/2016	1215
Total 100515132220:					50.98		
<b>100515140162</b>							
100-515140-162 CLERK - EAP SERVICE	AURORA EAP	AURORA EAP CITY CLERK	13620	01/15/2016	4.41	01/22/2016	116
Total 100515140162:					4.41		
<b>100515141157</b>							
100-515141-157 FINANCE - INSERVICE TRAI	EHLERS	2016 Public Finance Seminar	02/11/16	01/19/2016	220.00	01/22/2016	116
Total 100515141157:					220.00		
<b>100515141162</b>							
100-515141-162 FINANCE - EAP SERVICE	AURORA EAP	AURORA EAP FINANCE	13620	01/15/2016	14.74	01/22/2016	116
Total 100515141162:					14.74		
<b>100515141220</b>							
100-515141-220 FINANCE - UTILITY SERVIC	BURLINGTON WATER DEPT.	QUARTERLY WATER UTILITY BILLING	4TH QTR 2015	01/21/2016	50.97	01/22/2016	1215
Total 100515141220:					50.97		
<b>100525211162</b>							
100-525211-162 POLICE - EAP SERVICE	AURORA EAP	AURORA EAP POLICE	13620	01/15/2016	317.60	01/22/2016	116
Total 100525211162:					317.60		
<b>100525211220</b>							
100-525211-220 POLICE - UTILITY SERVICE	BURLINGTON WATER DEPT.	QUARTERLY WATER UTILITY BILLING	4TH QTR 2015	01/21/2016	599.88	01/22/2016	1215
Total 100525211220:					599.88		
<b>100525220157</b>							
100-525220-157 FIRE - INSERVICE TRAININ	EXPLORER POST 355	Explorer Advisory Payout	2016	01/19/2016	192.00	01/22/2016	116
Total 100525220157:					192.00		
<b>100525220162</b>							
100-525220-162 FIRE - EAP SERVICE	AURORA EAP	AURORA EAP FIRE DEPT	13620	01/15/2016	35.28	01/22/2016	116

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Total 100525220162:					35.28		
<b>100525220163</b>							
100-525220-163 FIRE - LOSA	VFIS, INC.	VFIS ADMINISTRATIVE FEE FIRE DEPT	2015	01/21/2016	935.00	01/22/2016	116
100-525220-163 FIRE - LOSA	AMERICAN GENERAL LIFE INS	American General life Ins -	2015	01/21/2016	43,065.00	01/22/2016	116
Total 100525220163:					44,000.00		
<b>100525220220</b>							
100-525220-220 FIRE - UTILITY SERVICES	BURLINGTON WATER DEPT.	QUARTERLY WATER UTILITY BILLING	4TH QTR 2015	01/21/2016	618.28	01/22/2016	1215
Total 100525220220:					618.28		
<b>100525220324</b>							
100-525220-324 FIRE - MEMBERSHIP & DUE	RACINE CO FIRE CHIEF'S ASS	2016 Annual Dues	2016	12/30/2015	675.00	01/22/2016	116
Total 100525220324:					675.00		
<b>100535321162</b>							
100-535321-162 STREETS - EAP SERVICE	AURORA EAP	AURORA EAP STREETS	13620	01/15/2016	80.70	01/22/2016	116
Total 100535321162:					80.70		
<b>100535321220</b>							
100-535321-220 STREETS - UTILITIES	BURLINGTON WATER DEPT.	QUARTERLY WATER UTILITY BILLING	4TH QTR 2015	01/21/2016	817.37	01/22/2016	1215
Total 100535321220:					817.37		
<b>100535321353</b>							
100-535321-353 STREETS REP & MAINT PR	BURLINGTON WATER DEPT.	QUARTERLY WATER UTILITY BILLING	4TH QTR 2015	01/21/2016	180.00	01/22/2016	1215
Total 100535321353:					180.00		
<b>100555514399</b>							
100-555514-399 SENIOR CITIZENS DONATI	BURLINGTON WATER DEPT.	QUARTERLY WATER UTILITY BILLING	4TH QTR 2015	01/21/2016	129.55	01/22/2016	1215
Total 100555514399:					129.55		
<b>10055551162</b>							
100-555511-162 PARKS - EAP SERVICE	AURORA EAP	AURORA EAP PARKS	13620	01/15/2016	38.37	01/22/2016	116
Total 10055551162:					38.37		
<b>10055551220</b>							
100-555511-220 PARKS - UTILITIES	BURLINGTON WATER DEPT.	QUARTERLY WATER UTILITY BILLING	4TH QTR 2015	01/21/2016	5,174.80	01/22/2016	1215
Total 10055551220:					5,174.80		
<b>25155551162</b>							
251-555511-162 EAP SERVICE	AURORA EAP	AURORA EAP LIBRARY	13620	01/15/2016	211.68	01/22/2016	116
Total 25155551162:					211.68		
<b>251555511220</b>							
251-555511-220 UTILITIES	BURLINGTON WATER DEPT.	QUARTERLY WATER UTILITY BILLING	4TH QTR 2015	01/21/2016	213.30	01/22/2016	1215
Total 251555511220:					213.30		

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
<b>251555511327</b>							
251-555511-327 MATERIALS	MILWAUKEE MAGAZINE	Two Year Subscription	2016	01/04/2016	34.00	01/22/2016	116
Total 251555511327:					34.00		
<b>621575740162</b>							
621-575740-162 EAP SERVICE	AURORA EAP	AURORA EAP WWTP	13620	01/15/2016	111.80	01/22/2016	116
Total 621575740162:					111.80		
<b>621575740220</b>							
621-575740-220 WWTP-ELECTRIC	WE ENERGIES	6268-292-660	6268292660DEC15	01/05/2016	57.47	01/22/2016	1215
Total 621575740220:					57.47		
<b>621575740221</b>							
621-575740-221 WATER	BURLINGTON WATER DEPT.	QUARTERLY WATER UTILITY BILLING	4TH QTR 2015	01/21/2016	7,191.48	01/22/2016	1215
Total 621575740221:					7,191.48		
<b>621575740222</b>							
621-575740-222 GAS	WE ENERGIES	2663-378-614	2663378614DEC15	12/27/2015	12.11	01/22/2016	1215
Total 621575740222:					12.11		
<b>621575740225</b>							
621-575740-225 TELEPHONE	VERIZON WIRELESS	SCADA WWTP Acct # 242013605-00001	9758598624	01/10/2016	22.62	01/22/2016	116
Total 621575740225:					22.62		
<b>622509210000</b>							
622-509210-000 OFFICE SUPPLY	AT & T	414 R24-8901 367 9	414R2489010116	01/10/2016	68.95	01/22/2016	116
Total 622509210000:					68.95		
<b>622509260162</b>							
622-509260-162 EAP SERVICE	AURORA EAP	AURORA EAP Water	13620	01/15/2016	49.86	01/22/2016	116
Total 622509260162:					49.86		
<b>623575740200</b>							
623-575740-200 FUEL FOR RESALE	ASCENT AVIATION GROUP, INC	JET A	344138	01/15/2016	11,321.63	01/22/2016	116
Total 623575740200:					11,321.63		
<b>623575740220</b>							
623-575740-220 ELECTRIC	WE ENERGIES	3243-871-135	3243871135DEC15	01/13/2016	43.26	01/22/2016	1215
623-575740-220 ELECTRIC	WE ENERGIES	4066-688-457	4066688457DEC15	01/13/2016	191.08	01/22/2016	1215
623-575740-220 ELECTRIC	WE ENERGIES	4619-277-006	4619277006DEC15	01/13/2016	628.10	01/22/2016	1215
623-575740-220 ELECTRIC	WE ENERGIES	6069-094-440	6069094440DEC15	01/13/2016	309.71	01/22/2016	116
623-575740-220 ELECTRIC	WE ENERGIES	6280-861-972	6280861972DEC15	01/12/2016	19.64	01/22/2016	116
623-575740-220 ELECTRIC	WE ENERGIES	6831-002-581	6831002581DEC15	01/13/2016	92.54	01/22/2016	1215
623-575740-220 ELECTRIC	WE ENERGIES	7460-654-921	7460654921DEC15	01/13/2016	73.79	01/22/2016	1215
623-575740-220 ELECTRIC	WE ENERGIES	8460-785-002	8460785002DEC15	01/13/2016	38.23	01/22/2016	1215
Total 623575740220:					1,396.35		
<b>864212001</b>							
864-212001 REFUNDS PAYABLE	CHRISTY, DONALD J	2015 Property Tax Refund	125485	01/11/2016	92.07	01/22/2016	116

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
864-212001 REFUNDS PAYABLE	VASSOS, PROKOPIOS	2015 Property Tax Refund	125555	01/12/2016	143.73	01/22/2016	116
864-212001 REFUNDS PAYABLE	TREFFERT, JARETH	2015 Property Tax Refund	124353	01/13/2016	.60	01/22/2016	116
864-212001 REFUNDS PAYABLE	BAZAN, JASON	2015 Property Tax Refund	122672	01/18/2016	349.82	01/22/2016	116
864-212001 REFUNDS PAYABLE	ROGERS, JAY D	2015 Property Tax Refund	123353	01/13/2016	480.45	01/22/2016	116
Total 864212001:					1,066.67		
Grand Totals:					75,856.41		

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

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GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
<b>100565643399</b>							
100-565643-399 Town Annexation RevenueSh	TOWN OF BURLINGTON	TOWN OF BURLINGTON REVENUE SHARING	012216	01/22/2016	22,367.52	01/26/2016	116
Total 100565643399:					22,367.52		
<b>864121100</b>							
864-121100 TAXES RECEIVABLE	TOWN OF BURLINGTON	2015 Town Property Tax:30609 Cedar Dr	002031927538000	01/22/2016	8,393.97	01/26/2016	116
864-121100 TAXES RECEIVABLE	TOWN OF BURLINGTON	2015 Town Property Tax:7930 Park Str	021917153000	01/20/2016	1,162.36	01/26/2016	116
Total 864121100:					9,556.33		
Grand Totals:					31,923.85		

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GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
<b>100515121243</b>							
100-515121-243 MUNI COURT - SERVICE CO	JAMES IMAGING SYSTEMS, IN	Muni Toshiba ES550	652483	01/19/2016	18.73		216
Total 100515121243:					18.73		
<b>100515121294</b>							
100-515121-294 MUNI COURT - JAIL COSTS	RACINE CO SHERIFF DEPT.	Ra Co Sheriff's board & lodging 4th qtr	1183	01/19/2016	50.00		1215
Total 100515121294:					50.00		
<b>100515121310</b>							
100-515121-310 MUNI COURT - OFFICE SUP	PITNEY BOWES	MUNI SUPPLIES	5502884815	01/08/2016	5.89		216
Total 100515121310:					5.89		
<b>100515132310</b>							
100-515132-310 ADMIN - OFF SUPP-POSTA	BURLINGTON AREA SCHOOL D	BASD CITY HALL ADMIN PAPER	012516	01/25/2016	45.36		216
100-515132-310 ADMIN - OFF SUPP-POSTA	PITNEY BOWES	ADMIN SUPPLIES	5502884815	01/08/2016	6.54		216
100-515132-310 ADMIN - OFF SUPP-POSTA	PITNEY BOWES	BLDG INSPECTION	5502884815	01/08/2016	5.89		216
Total 100515132310:					57.79		
<b>100515132399</b>							
100-515132-399 ADMIN - SUNDRY EXPENSE	RICHTER'S MARKETPLACE	Water Refill	01/19/16CH	01/19/2016	5.85		216
Total 100515132399:					5.85		
<b>100515132505</b>							
100-515132-505 Admin - Legal Fees	VONBRIESEN & ROPER, S.C.	Von Briesen & Roper - Personnel	10305	01/08/2016	5,117.00		1215
Total 100515132505:					5,117.00		
<b>100515140310</b>							
100-515140-310 CLERK - OFFICE SUPPLIES	PITNEY BOWES	CLERK	5502884815	01/08/2016	5.89		216
Total 100515140310:					5.89		
<b>100515141310</b>							
100-515141-310 FINANCE - OFFICE SUPP/P	BURLINGTON AREA SCHOOL D	BASD FINANCE PAPER	012516	01/25/2016	22.68		216
100-515141-310 FINANCE - OFFICE SUPP/P	PITNEY BOWES	FIN SUPPLIES	5502884815	01/08/2016	5.89		216
Total 100515141310:					28.57		
<b>100515141533</b>							
100-515141-533 FINANCE - COPY MACHINE	JAMES IMAGING SYSTEMS, IN	Fin Toshiba ES550	652483	01/19/2016	56.18		216
Total 100515141533:					56.18		
<b>100515142310</b>							
100-515142-310 ELECTIONS - OPERATION S	PITNEY BOWES	ELECTIONS	5502884815	01/08/2016	5.89		216
Total 100515142310:					5.89		
<b>100525211310</b>							
100-525211-310 POLICE - OFF SUPP-POSTA	BURLINGTON AREA SCHOOL D	BASD POLICE PAPER	012516	01/25/2016	113.40		216
100-525211-310 POLICE - OFF SUPP-POSTA	PITNEY BOWES	POLICE SUPPLIES	5502884815	01/08/2016	5.89		216
Total 100525211310:					119.29		

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GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
<b>100525220157</b>							
100-525220-157 FIRE - INSERVICE TRAININ	GATEWAY - KENOSHA CAMPU	0158976 City of Burlington Fire Dept	20824	01/14/2016	452.48		216
Total 100525220157:					452.48		
<b>100525220225</b>							
100-525220-225 FIRE - TELEPHONE	DIGICORP	Digicorp - Voice Labor	311480	12/31/2015	57.50		1215
Total 100525220225:					57.50		
<b>100525220242</b>							
100-525220-242 FIRE - REPAIR & MAINT VE	BUMPER TO BUMPER BURLING	Mini Halogen	299742	01/18/2016	11.98		216
Total 100525220242:					11.98		
<b>100525220244</b>							
100-525220-244 FIRE - REPAIR MAINT EQUI	PAUL CONWAY SHIELDS	PAUL CONWAY FIRE	0282009-IN	12/01/2015	3,786.50		1215
Total 100525220244:					3,786.50		
<b>100525220248</b>							
100-525220-248 FIRE - REPAIR MAINT BLDG	ALSCO	ALSCO - FIRE DEPT CUSTOMER #012470	IMIL1033318	01/20/2016	50.46		216
Total 100525220248:					50.46		
<b>100525220295</b>							
100-525220-295 Medical Service/Supply	KMCC - EMS	Healthcare Provider Course Roster Processing	011516	01/15/2016	24.00		216
Total 100525220295:					24.00		
<b>100525220310</b>							
100-525220-310 FIRE - OFFICE SUPPLIES	BURLINGTON AREA SCHOOL D	BASD FIRE PAPER	012516	01/25/2016	22.68		216
100-525220-310 FIRE - OFFICE SUPPLIES	PITNEY BOWES	FIRE	5502884815	01/08/2016	5.89		216
Total 100525220310:					28.57		
<b>100535321159</b>							
100-535321-159 STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1030825	01/13/2016	62.72		216
100-535321-159 STREETS - CLOTHING ALL	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1033327	01/20/2016	62.72		216
100-535321-159 STREETS - CLOTHING ALL	CLASSIC INDUSTRIAL SUPPLIE	CIS DPW (split)	25151	01/21/2016	170.96		216
Total 100535321159:					296.40		
<b>100535321234</b>							
100-535321-234 STREETS - SALT AND SAND	REINDERS INC	50# Bags Landscaper Ice Melt	976859-00	01/11/2016	220.35		216
100-535321-234 STREETS - SALT AND SAND	COMPASS MINERALS AMERICA	BULK HIGHWAY COARSE WYPS	71435175	01/12/2016	12,660.13		216
Total 100535321234:					12,880.48		
<b>100535321240</b>							
100-535321-240 STREETS - FUEL, OIL & LU	JERRY WILLKOMM INC.	Willkomm Inc - DPW supplies	360289	01/20/2016	234.33		216
Total 100535321240:					234.33		
<b>100535321242</b>							
100-535321-242 STREETS - REP MAINT VE	BADGER TRUCK CENTER, INC.	BADGER TRUCK CENTER UNIT 503	660200	01/06/2016	359.53		216
100-535321-242 STREETS - REP MAINT VE	HUMPHREY SERVICE & PARTS,	HUMPHREY SERVICE DPW STOCK	1101398	01/20/2016	113.01		216
100-535321-242 STREETS - REP MAINT VE	LYNCH TRUCK CENTER	2008 GMC Sierra Repairs	2008919	01/12/2016	1,324.30		216

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
Total 100535321242:					1,796.84		
<b>100535321244</b>							
100-535321-244	STREETS - REP MAINT EQ	GRAY'S INC.	Gray's DPW plow blades	33078	01/19/2016	1,594.98	216
100-535321-244	STREETS - REP MAINT EQ	HUMPHREY SERVICE & PARTS,	HUMPHREY SERVICE DPW STOCK	1100108	01/06/2016	311.57	216
100-535321-244	STREETS - REP MAINT EQ	HUMPHREY SERVICE & PARTS,	HUMPHREY SERVICE DPW STOCK	11007780	01/13/2016	71.86	216
100-535321-244	STREETS - REP MAINT EQ	MILLER-BRADFORD & RISBER	Unit 601 parts	1B70734	01/18/2016	209.88	216
100-535321-244	STREETS - REP MAINT EQ	IBD, LLC	IBD- Unit 811	110141807	01/19/2016	114.95	216
Total 100535321244:					2,303.24		
<b>100535321248</b>							
100-535321-248	STREETS REP & MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1030826	01/13/2016	10.93	216
Total 100535321248:					10.93		
<b>100535321298</b>							
100-535321-298	STREETS - CONTRACT SER	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	2797	01/19/2016	320.00	216
Total 100535321298:					320.00		
<b>100535321310</b>							
100-535321-310	STREETS - OFF SUPP/POS	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4017961966	01/01/2016	18.88	216
Total 100535321310:					18.88		
<b>100535321350</b>							
100-535321-350	STREETS - REP MAINT SUP	HUMPHREY SERVICE & PARTS,	HUMPHREY SERVICE DPW STOCK	1100387	01/08/2016	19.35	216
100-535321-350	STREETS - REP MAINT SUP	KIMBALL MIDWEST	KIMBALL MIDWEST DPW ACCT #4249	4658978	01/14/2016	807.48	216
100-535321-350	STREETS - REP MAINT SUP	OLSEN SAFETY EQUIP. COR.	OLSEN SAFETY EQUIPMENT DPW (split)	0326414-IN	01/06/2016	256.31	216
100-535321-350	STREETS - REP MAINT SUP	OLSEN SAFETY EQUIP. COR.	Grain Cow Thermal Lined Driver (split)	0326561-IN	01/11/2016	82.93	216
100-535321-350	STREETS - REP MAINT SUP	REINEMANS, INC.	GT Full SZ Zinc Nozzle	93697	01/13/2016	22.92	216
100-535321-350	STREETS - REP MAINT SUP	FORCE AMERICA DISTRIBUTIN	Synthetic Filter Element	IN001-1017807	01/13/2016	175.25	216
100-535321-350	STREETS - REP MAINT SUP	MN SUPPLY	Grade 1004 Legged Chain Sling	N69956	01/18/2016	482.02	216
100-535321-350	STREETS - REP MAINT SUP	BUMPER TO BUMPER BURLING	BUMPER TO BUMPER (SPLIT)	299109	01/07/2016	55.25	216
Total 100535321350:					1,901.51		
<b>100555551159</b>							
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1030825	01/13/2016	16.50	216
100-555551-159	PARKS - CLOTHING	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL1033327	01/20/2016	16.50	216
100-555551-159	PARKS - CLOTHING	CLASSIC INDUSTRIAL SUPPLIE	CIS DPW (split)	25151	01/21/2016	56.99	216
Total 100555551159:					89.99		
<b>100555551242</b>							
100-555551-242	PARKS - REPAIR MAINT VE	MOTOR PARTS COMPANY, LLC	MOTOR PARTS DPW UNIT 54	268097	01/15/2016	324.74	216
Total 100555551242:					324.74		
<b>100555551244</b>							
100-555551-244	PARKS - REPAIR MAINT EQ	HUMPHREY SERVICE & PARTS,	HUMPHREY SERVICE DPW STOCK	1100257	01/07/2016	23.52	216
100-555551-244	PARKS - REPAIR MAINT EQ	REINDERS INC	Service Call -Convert Unit from Summer to Winter	1611848-00	12/30/2015	436.50	1215
100-555551-244	PARKS - REPAIR MAINT EQ	OTTO PAAP CO, INC	Otto Paap - Parts for weed whips	108832	01/13/2016	1,155.88	216
100-555551-244	PARKS - REPAIR MAINT EQ	Wholesale Direct, Inc.	Bearing 2-Hole Mnt 1-1/4	000218479	12/29/2015	87.45	1215
Total 100555551244:					1,703.35		

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
<b>10055551248</b>							
100-555551-248 PARKS - REPAIR MAINT BL	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1030826	01/13/2016	5.46		216
Total 10055551248:					5.46		
<b>10055551298</b>							
100-555551-298 PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY DOG PARK TOILET RENTAL	A-122324	01/08/2016	80.00		216
100-555551-298 PARKS - OUTSIDE SERVICE	PATS SERVICES, INC	PATS SANITARY RENTAL ECHO PARK	A-122590	01/20/2016	90.00		216
100-555551-298 PARKS - OUTSIDE SERVICE	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	2797	01/19/2016	160.00		216
Total 10055551298:					330.00		
<b>10055551310</b>							
100-555551-310 PARKS - OFFICE SUPP, PO	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4017961966	01/01/2016	9.43		216
Total 10055551310:					9.43		
<b>10055551350</b>							
100-555551-350 PARKS - REPAIR/MTCE SUP	MENARDS	Menards Acct 32120266 lumber	97886	01/19/2016	104.47		216
100-555551-350 PARKS - REPAIR/MTCE SUP	MENARDS	Menards Acct 32120266 Red Oak Board	98047	01/21/2016	340.09		216
100-555551-350 PARKS - REPAIR/MTCE SUP	OLSEN SAFETY EQUIP. COR.	OLSEN SAFETY EQUIPMENT DPW (split)	0326414-IN	01/06/2016	100.00		216
100-555551-350 PARKS - REPAIR/MTCE SUP	OLSEN SAFETY EQUIP. COR.	Grain Cow Thermal Lined Driver (split)	0326561-IN	01/11/2016	69.72		216
100-555551-350 PARKS - REPAIR/MTCE SUP	REINEMANS, INC.	5/8" SS Spr Snap	94316	01/22/2016	9.44		216
Total 10055551350:					623.72		
<b>100565639399</b>							
100-565639-399 ECONOMIC DEVELOPMENT	RACINE CO ECONOMIC DEV. C	RCEDC 1ST QUARTER CONTRACT	1ST QTR 16	01/12/2016	10,609.00		216
Total 100565639399:					10,609.00		
<b>100565641298</b>							
100-565641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	15.0036.01 2015 Burlington General (split)	86534	12/18/2015	2,456.88		1215
100-565641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	16.0001.01 MD Services Plan Review	86760	01/19/2016	107.00		216
100-565641-298 PLAN COMM - CONTRACT S	KAPUR & ASSOCIATES, INC.	16.0002.01 Oak Park Place Plan Review	86761	01/19/2016	2,226.00		216
Total 100565641298:					4,789.88		
<b>100565641310</b>							
100-565641-310 PLAN COMM - SUPPLIES, P	PITNEY BOWES	PLANNING	5502884815	01/08/2016	5.89		216
Total 100565641310:					5.89		
<b>100575710297</b>							
100-575710-297 GARBAGE- CONTRACT SVC	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/RECYCLE	53247	12/30/2015	105.50		1215
Total 100575710297:					105.50		
<b>100575710298</b>							
100-575710-298 GARBAGE - CONTRACT SV	JOHNS DISPOSAL SERVICE IN	CONTRACTED BILLING/GARBAGE	53247	12/30/2015	361.00		1215
Total 100575710298:					361.00		
<b>100575710299</b>							
100-575710-299 GARBAGE- CNTRCT SVCS	TAPCO	TAPCO DPW SIGNS	1514103	01/07/2016	198.52		216
100-575710-299 GARBAGE- CNTRCT SVCS	KAPUR & ASSOCIATES, INC.	15.0036.01 2015 Burlington General (split)	86534	12/18/2015	311.50		1215
Total 100575710299:					510.02		

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
<b>251555511310</b>							
251-555511-310 OFFICE SUPPLIES, POSTA	BURLINGTON AREA SCHOOL D	BASD LIBRARY PAPER	012516	01/25/2016	113.40		216
251-555511-310 OFFICE SUPPLIES, POSTA	PITNEY BOWES	LIBRARY SUPPLIES	5502884815	01/08/2016	5.89		216
Total 251555511310:					119.29		
<b>462565642399</b>							
462-565642-399 Consulting Services	KAPUR & ASSOCIATES, INC.	15.0036.01 2015 Burlington General (split)	86534	12/18/2015	89.00		1215
Total 462565642399:					89.00		
<b>501514900000</b>							
501-514900-000 ADMINISTRATIVE EXPENSE	LABYRINTH HEALTHCARE GRO	Monthly fee for Advocacy Serv	27256	01/19/2016	183.00		216
Total 501514900000:					183.00		
<b>621575740159</b>							
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1028312	01/06/2016	96.26		216
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1030828	01/13/2016	72.66		216
621-575740-159 CLOTHING ALLOWANCE	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1033329	01/20/2016	72.66		216
Total 621575740159:					241.58		
<b>621575740244</b>							
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1028312	01/06/2016	10.02		216
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1028313	01/06/2016	112.64		216
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1030828	01/13/2016	10.02		216
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1033329	01/20/2016	10.02		216
621-575740-244 REPAIRS,MAINT EQUIPMEN	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1033330	01/20/2016	112.64		216
621-575740-244 REPAIRS,MAINT EQUIPMEN	GRAINGER	mounted ball bearings	806402350	01/11/2016	231.90		216
621-575740-244 REPAIRS,MAINT EQUIPMEN	J & T SUPPLY COMPANY	J & T SUPPLIES WWTP	12596	01/16/2016	230.51		216
621-575740-244 REPAIRS,MAINT EQUIPMEN	WELDERS SUPPLY COMPANY	1 YEAR PRE-PAID RENTAL	366723	12/10/2015	45.00		1215
621-575740-244 REPAIRS,MAINT EQUIPMEN	DONERITE JANITORIAL SERV I	DoneRite Janitorial Cleaning for WWTP - Jan	2798	01/19/2016	960.00		216
621-575740-244 REPAIRS,MAINT EQUIPMEN	BUMPER TO BUMPER BURLING	BUMPER TO BUMPER (SPLIT)	299109	01/07/2016	55.24		216
621-575740-244 REPAIRS,MAINT EQUIPMEN	FASTENAL COMPANY	Fastenal- parts	WIBUR16418	01/14/2016	34.83		216
Total 621575740244:					1,812.82		
<b>621575740248</b>							
621-575740-248 PLANT OPERATION	USABlueBook	USA BLUEBOOK WWTP Cust No. 85786	837743	01/05/2016	193.38		216
Total 621575740248:					193.38		
<b>621575740249</b>							
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1028312	01/06/2016	4.71		216
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1028313	01/06/2016	80.03		216
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1030828	01/13/2016	4.71		216
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL1033329	01/20/2016	4.71		216
621-575740-249 LABORATORY	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL1033330	01/20/2016	80.03		216
621-575740-249 LABORATORY	CULLIGAN OF BURLINGTON	CULLIGAN M9 MIXED BED 9" SERVICE	500X01674205	01/01/2016	222.25		216
621-575740-249 LABORATORY	IDEXX LABORATORIES	IDEXX SUPPLIES WWTP	296702194	01/08/2016	2,151.92		216
621-575740-249 LABORATORY	NCL OF WISCONSIN, INC	NCL Acct No. 6900 WWTP supplies	366736	01/12/2016	774.45		216
621-575740-249 LABORATORY	NCL OF WISCONSIN, INC	NCL Acct No. 6900 WWTP supplies	366806	01/13/2016	87.51		216
Total 621575740249:					3,410.32		
<b>621575740253</b>							
621-575740-253 PHOSPHATE REMOVAL	KEMIRA WATER SOLUTIONS	KEMIRA WWTP PIX-201 BULK	90174661640	01/13/2016	1,826.40		216

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
Total 621575740253:					1,826.40		
<b>621575740298</b>							
621-575740-298 CONTRACT SERVICE	ORGANIZATION DEVELOPMEN	ODC - DPW Director(split)	11604	01/15/2016	150.00		216
Total 621575740298:					150.00		
<b>621575740310</b>							
621-575740-310 OFFICE SUPPLIES, POSTA	QUILL CORPORATION	QUILL CORP WWTP OFFICE SUPPLIES	2074100	01/07/2016	305.96		216
621-575740-310 OFFICE SUPPLIES, POSTA	REINEMANS, INC.	UPS Delivery	94181	01/20/2016	10.25		216
621-575740-310 OFFICE SUPPLIES, POSTA	MINUTEMAN PRESS OF BURLI	Minuteman - Envelopes & Forms (split)	25948	01/20/2016	439.40		216
621-575740-310 OFFICE SUPPLIES, POSTA	CANON SOLUTIONS AMERICA,	Copier - WWTP Serial FRU35325	4017975425	01/01/2016	47.19		216
Total 621575740310:					802.80		
<b>621575740359</b>							
621-575740-359 SANITARY SEWER REPAIR,	WANASEK CORPORATION	Sanitary Repair - Hwy 142 & Edgewood	5475	01/04/2016	5,750.99		1215
621-575740-359 SANITARY SEWER REPAIR,	WANASEK CORPORATION	Sanitary repair - Maryland Ave	5476	01/04/2016	3,599.91		1215
Total 621575740359:					9,350.90		
<b>622501503000</b>							
622-501503-000 MATERIALS & SUPPLIES M	HD SUPPLY WATERWORKS, LT	HD Supply - Water Dept (split)	E954633	01/06/2016	303.25		1215
622-501503-000 MATERIALS & SUPPLIES M	HD SUPPLY WATERWORKS, LT	Box Riser	E967087	01/06/2015	60.65		1215
Total 622501503000:					363.90		
<b>622501505000</b>							
622-501505-000 HYDRANT INVENTORY-MAT	HD SUPPLY WATERWORKS, LT	HD Supply - Water Dept (split)	E954633	01/06/2016	357.58		1215
Total 622501505000:					357.58		
<b>622506230000</b>							
622-506230-000 SUPPLIES	WELDERS SUPPLY COMPANY	WELDERS SUPPLY CO WATER SUPPLIES	369971	12/31/2015	6.90		216
Total 622506230000:					6.90		
<b>622506250000</b>							
622-506250-000 MAINTENANCE-SUPPLIES	ELKHORN CHEMICAL & PACKA	Supplies	570098	01/08/2016	186.80		216
622-506250-000 MAINTENANCE-SUPPLIES	MENARDS	Menards Acct 32120265	96965	01/06/2016	73.34		216
622-506250-000 MAINTENANCE-SUPPLIES	REINEMANS, INC.	Well #9 parts	93074	01/04/2016	11.23		216
622-506250-000 MAINTENANCE-SUPPLIES	REINEMANS, INC.	Well #9 parts	93080	01/04/2016	29.21		216
622-506250-000 MAINTENANCE-SUPPLIES	REINEMANS, INC.	Well #9 parts	93316	01/07/2016	18.54		216
622-506250-000 MAINTENANCE-SUPPLIES	REINEMANS, INC.	GFCI Outlets	94220	01/21/2016	30.58		216
622-506250-000 MAINTENANCE-SUPPLIES	STARNET TECHNOLOGIES	On-Site Service - Replace Panel	0090014-IN	01/05/2016	2,960.19		216
Total 622506250000:					3,309.89		
<b>622506310000</b>							
622-506310-000 CHEMICALS	HAWKINS, INC	Water Dept Well #10	3821978	01/06/2016	3,112.70		216
Total 622506310000:					3,112.70		
<b>622506520000</b>							
622-506520-000 SERVICE-SUPPLIES	HD SUPPLY WATERWORKS, LT	HD - Credit	E805876	11/17/2015	172.80		1215
622-506520-000 SERVICE-SUPPLIES	HD SUPPLY WATERWORKS, LT	HD Supply - Water Dept (split)	E954633	01/06/2016	183.12		1215

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Date Paid	Period
Total 622506520000:					10.32		
<b>622509030000</b>							
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1028311	01/06/2016	37.30		216
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1030827	01/13/2016	37.30		216
622-509030-000 OFFICE SUPPLIES	ALSCO	ALSCO DPW - Water Customer #025570	IMIL1033328	01/20/2016	37.30		216
Total 622509030000:					111.90		
<b>622509210000</b>							
622-509210-000 OFFICE SUPPLY	PITNEY BOWES	WATER SUPPLIES	5502884815	01/08/2016	5.89		216
622-509210-000 OFFICE SUPPLY	MINUTEMAN PRESS OF BURLI	Minuteman - Envelopes & Forms (split)	25948	01/20/2016	95.98		216
622-509210-000 OFFICE SUPPLY	CANON SOLUTIONS AMERICA,	Copier - DPW Serial FRU34827 (split)	4017961966	01/01/2016	18.88		216
Total 622509210000:					120.75		
<b>622509230000</b>							
622-509230-000 OUTSIDE SERVICES	ORGANIZATION DEVELOPMEN	ODC - DPW Director(split)	11604	01/15/2016	150.00		216
Total 622509230000:					150.00		
<b>622509350000</b>							
622-509350-000 GENERAL PLANT-SUPPLIE	ALSCO	ALSCO DPW (split) Customer # 074781	IMIL1030826	01/13/2016	10.93		216
622-509350-000 GENERAL PLANT-SUPPLIE	ELKHORN CHEMICAL & PACKA	Supplies	570432	01/15/2016	54.67		216
622-509350-000 GENERAL PLANT-SUPPLIE	ELKHORN CHEMICAL & PACKA	ELKHORN CHEMICAL CREDIT	570438	01/15/2016	35.00		216
622-509350-000 GENERAL PLANT-SUPPLIE	MENARDS	Menards Acct 32120265 shop supplies	97478	01/13/2016	31.03		216
622-509350-000 GENERAL PLANT-SUPPLIE	REINEMANS, INC.	Reinemans - shop supplies	93775	01/14/2016	19.33		216
622-509350-000 GENERAL PLANT-SUPPLIE	DONERITE JANITORIAL SERV I	DONERITE BILLING DPW (split)	2797	01/19/2016	320.00		216
Total 622509350000:					400.96		
<b>623575740298</b>							
623-575740-298 CONTRACT SERVICES	MEISNER, GARY	MEISNER AIRPORT MANAGER FEB BILLING	FEB2016	02/02/2016	298.70		216
Total 623575740298:					298.70		
Grand Totals:					75,536.25		

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

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

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

Employee Number	Name	21-01 MISC REIMB Emp Amt	22-00 MOVING EXP Emp Amt	23-00 TRAVL REIM Emp Amt	23-01 MILEAGE Emp Amt	23-02 MEALS Emp Amt	23-03 OTHER TRAV Emp Amt	Total Amount
100051173	SPENCER, JOSHUA JAMES	305.64	.00	.00	.00	.00	.00	305.64
100071241	JENSEN, DANIEL P	600.00	.00	.00	.00	.00	.00	600.00
100081158	LEBAK, BARBARA	.00	.00	.00	17.38	.00	.00	17.38
Grand Totals:		3	905.64	.00	.00	17.38	.00	923.02



**COMMOM COUNCIL AGENDA**

**ITEM NUMBER: 10**

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**DATE:** FEBRUARY 2, 2016

**SUBJECT:** LICENSES & PERMITS

**SUBMITTED BY:** DIAHNN HALBACH, CITY CLERK

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**BACKGROUND/HISTORY:**

Operator's licenses (aka Bartender's License) shall be issued to individuals 18 years of age or over who do not have an arrest or conviction record subject to secs. 111.321, 111.322, and 111.335 and will be responsible for supervising activities and pouring of Class "A" beer, Class "B" beer, Class "B" intoxicating liquor, and "Class A" intoxicating liquor and "Class C" wine on premises during required hours in absence of the licensee or approved agent of licensed businesses.

**Operator's Licenses**

Cramer, Stephanie  
Salas, Makayla  
Freeman, Paul  
Cash, Maggie  
Gittings, Dylan  
Michel, Laura

**BUDGET/FISCAL IMPACT:**

Applicants are charged an administrative fee of which a portion funds are applied towards 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 (noted above).

**RECOMMENDATION:**

Staff recommends that the Common Council approve the presented licenses.

**TIMING/IMPLEMENTATION:**

This item is scheduled for consideration at the February 2, 2016 Common Council meeting.

**ATTACHMENTS:**

None



**COMMON COUNCIL**

**ITEM NUMBER: 12A**

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**DATE:** February 2, 2016

**SUBJECT:** A Public Hearing to consider amending several sections of Ch. 315 of the Municipal Code allow the HPC to recommend Certificates of Appropriateness regarding Signage be forwarded to the Building Inspector for a final review and approval, with no Common Council approval being required.

**SUBMITTED BY:** City Administrator Carina Walters

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**BACKGROUND/HISTORY:**

A Public Hearing has been scheduled to hear comments and concerns from the public regarding an ordinance to consider several sections of Ch. 315 of the Municipal Code allow the HPC to recommend Certificates of Appropriateness regarding Signage be forwarded to the Building Inspector for a final review and approval, with no Common Council approval being required.

At the request of the Common Council, the attached text amendment was drafted to allow a sign permit request in the Historic Preservation Overlay (HPO) District be approved by the Building Inspector following recommendation of the Historic Preservation Commission (HPC). Currently, the process of a sign permit request in the HPO will go before the HPC for recommendation, followed by consideration by the Common Council. This process can delay a business owner from installing their sign up to four weeks as they wait for approval. The current process from time of submittal to final consideration is roughly five to seven weeks. This amendment would streamline the process down to roughly four weeks from time of submittal. This text amendment would not change the consideration process for Certificates of Appropriateness (COA), which are applied for when a change to the exterior of a building in the HPO is requested. A COA for exterior changes would still go before the Common Council for consideration.

Joe DeRose of the Wisconsin State Historical Society has confirmed that this ordinance will not negatively affect our Certified Local Government (CLG) status. The Historic Preservation Commission reviewed this text amendment at their January 28, 2016 meeting and recommends approval by the Common Council. This ordinance would go into effect after publication in the Standard Press newspaper.

**BUDGET/FISCAL IMPACT:**

There are no financial implications with this text amendment.

**RECOMMENDATION:**

Staff recommends approval of this text amendment to allow the HPC to recommend Certificates of Appropriateness regarding Signage be forwarded to the Building Inspector for a final review and approval, with no Common Council approval being required.

**TIMING/IMPLEMENTATION:**

This item for Public Hearing at the February 2, 2015 Common Council meeting.

**ATTACHMENTS:**

Public Hearing Notice

STATE OF WISCONSIN

COUNTY OF RACINE

The Common Council in and for the City of Burlington

**NOTICE OF PUBLIC HEARING  
FOR AMENDING THE CODE OF THE CITY OF BURLINGTON**

To Whom It May Concern:

**NOTICE** is hereby given that the Common Council of the City of Burlington proposes to amend sections of Chapter 315 of the Municipal Code to allow the Historic Preservation Commission (HPC) to recommend Certificates of Appropriateness regarding Signage be forwarded to the Building Inspector for a final review and approval, with no Common Council approval being required.

Chapter 315 of the Municipal Code of the City of Burlington shall be amended as necessary to reflect these changes, with the remainder of Chapter 315 remaining without change and in full force and effect.

**NOTICE IS FURTHER GIVEN** that a Public Hearing on the above matter will be held by the Common Council in the Council Chambers at the Police Department, 224 East Jefferson St., Burlington on:

**TUESDAY, FEBRUARY 2, 2016 DURING THE MEETING OF THE COMMON COUNCIL SCHEDULED TO BEGIN AT 6:30 P.M. OR SHORTLY THEREAFTER**

to hear any persons objecting to, or in support thereof, on the above mentioned matter.

Dated at Burlington, Wisconsin, this 13<sup>th</sup> day of January 2016.

Diahnn Halbach, City Clerk

*Published in the **Burlington Standard Press**  
January 14 and 21, 2016*



**COMMON COUNCIL AGENDA**

**ITEM NUMBER: 13A**

**DATE:** February 2, 2016

**SUBJECT:** Resolution 4762(36) to petition the Secretary of Transportation for Airport Improvement Aid.

**SUBMITTED BY:** Gary Meisner, Airport Manager

**BACKGROUND/HISTORY:**

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

**BUDGET/FISCAL IMPACT:** 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.

**RECOMMENDATION:** 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.

**TIMING/IMPLEMENTATION:** This item was discussed at the January 19, 2016 Committee of the Whole meeting and is on the agenda for the February 2, 2016 Common Council meeting for final consideration.

**ATTACHMENTS:**

Resolution

DOT Agency Agreement & Block Grant Owner Assurances

**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: February 2, 2016

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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



**COMMON COUNCIL AGENDA**

**ITEM NUMBER: 13B**

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**DATE:** February 2, 2016

**SUBJECT:** Resolution 4763(37) to consider approving a 2016 Agreement between the City of Burlington and Burlington Area Rescue Squad for rescue services.

**SUBMITTED BY:** Carina Walters, City Administrator

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**BACKGROUND/HISTORY:**

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 2008, 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 of increasing joint training from four to six sessions.

**BUDGET/FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the one year agreement between the City of Burlington and the Burlington Rescue Squad.

**TIMING/IMPLEMENTATION:**

This item was discussed at the January 19, 2016 Committee of the Whole meeting and is on the agenda for the February 2, 2016 Common Council meeting for final consideration.

**ATTACHMENTS:**

Resolution  
Agreement

**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: February 2, 2016

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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 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: \_\_\_\_\_

## 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 6568 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\_\_\_\_\_

00244482.docx;23/012/4704/146



**COMMON COUNCIL AGENDA**

**ITEM NUMBER: 13C**

---

**DATE:** February 2, 2016

**SUBJECT:** Resolution 4764(38) to consider approving a Watermain Agreement with Applied Material Solutions (AMS).

**SUBMITTED BY:** Carina Walters, City Administrator

---

**BACKGROUND/HISTORY:**

*(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

**BUDGET/FISCAL IMPACT:** Allowing AMS to connect to the watermain and sanitary sewer has had minimal impact if any to the City's budget.

**RECOMMENDATION:**

Staff recommends approval of the watermain easement agreement between the City of Burlington and AMS, subject to approval of the City Attorney and the City Administrator for the attached exhibits.

**TIMING/IMPLEMENTATION:**

This item was discussed at the January 19, 2016 Committee of the Whole meeting and is on the agenda for the February 2, 2016 Common Council meeting for final consideration.

**ATTACHMENTS:**

Resolution

Watermain easement agreement

**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: February 2, 2016

\_\_\_\_\_  
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

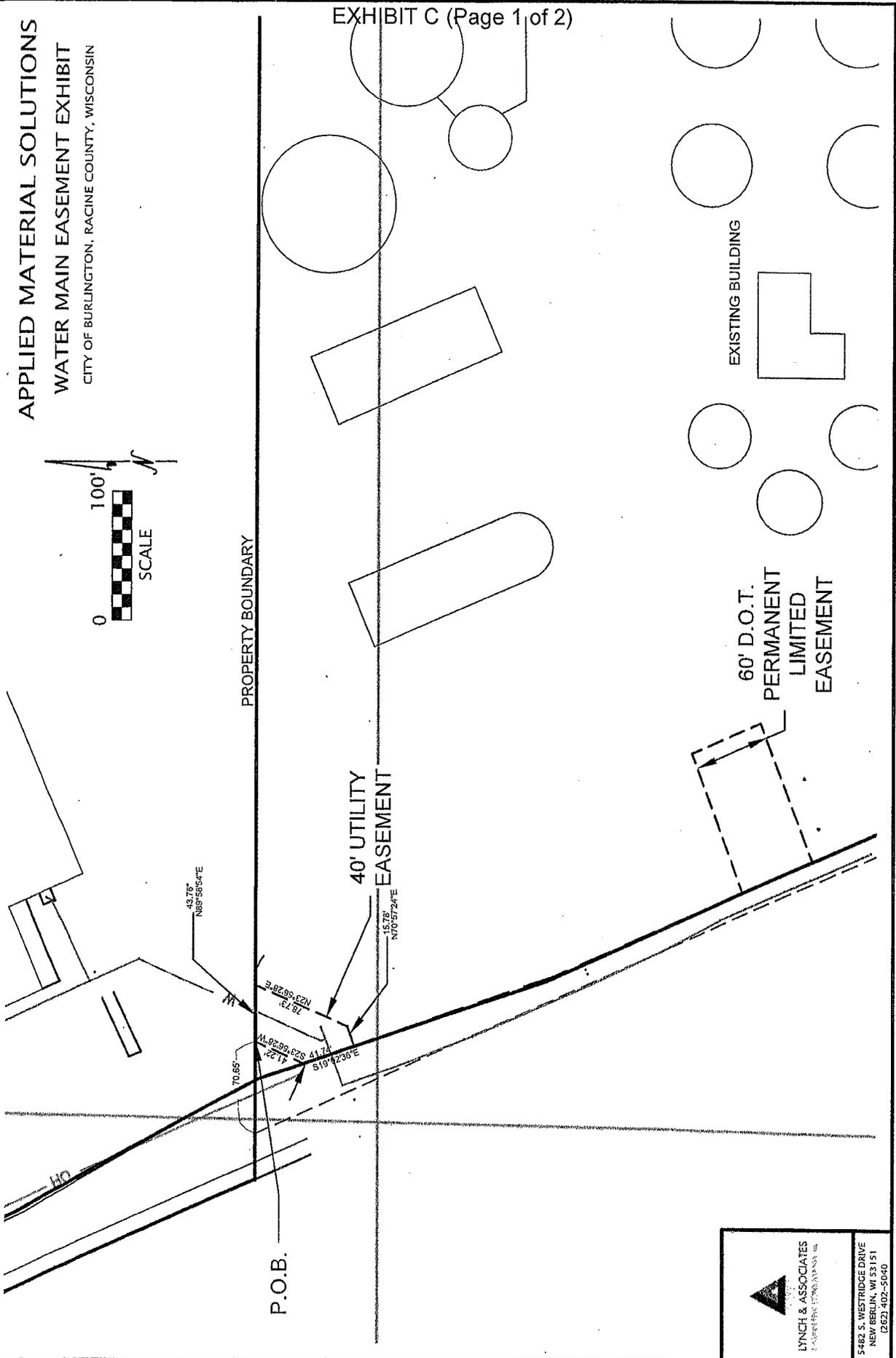
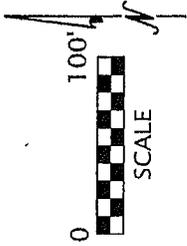
[Legal Description of the Integrated Property to be inserted]

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)



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

**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.



**COMMON COUNCIL AGENDA**

**ITEM NUMBER: 13D**

**DATE:** February 2, 2016

**SUBJECT:** Resolution 4765(39) to consider approving a Sewer Easement Agreement with Applied Material Solutions (AMS).

**SUBMITTED BY:** Carina Walters, City Administrator

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**BACKGROUND/HISTORY:**

*(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.

**BUDGET/FISCAL IMPACT:**

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

**RECOMMENDATION:**

Staff recommends approval of the sanitary sewer easement agreement between the City of Burlington and AMS, subject to approval of the City Attorney and the City Administrator for the attached exhibits.

**TIMING/IMPLEMENTATION:**

This item was discussed at the January 19, 2016 Committee of the Whole meeting and is on the agenda for the February 2, 2016 Common Council meeting for final consideration.

**ATTACHMENTS:**

Resolution  
Sanitary sewer easement agreement

**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: February 2, 2016

\_\_\_\_\_  
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.

\_\_\_\_\_  
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

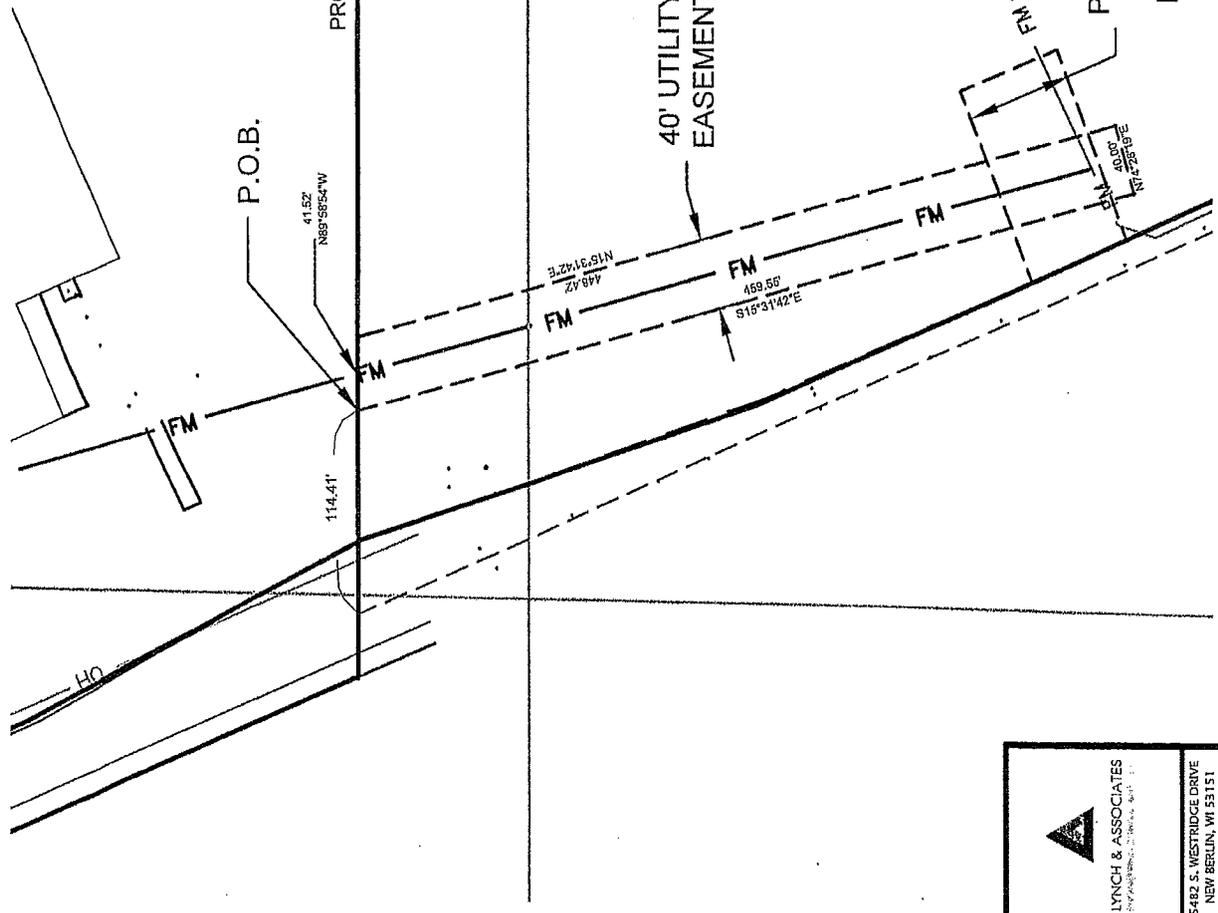
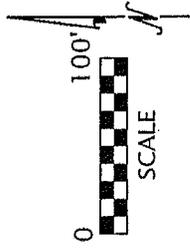
EXHIBIT A

[Legal Description of the Integrated Property to be inserted]

EXHIBIT B

[Legal Description of the City Parcel to be inserted]

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



 <b>LYNCH &amp; ASSOCIATES</b> <small>Professional Engineers, Inc.</small>	5482 S. WESTRIDGE DRIVE NEW BERLIN, WI 53151 (262) 402-5040
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**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°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.



**COMMON COUNCIL AGENDA**

**ITEM NUMBER: 13E**

**DATE:** February 2, 2016

**SUBJECT:** Resolution 4766(40) 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 credit of \$33,898.53.

**SUBMITTED BY:** Jim Bergles, Director of Public Works and Dan Jensen, Public Works Supervisor

**BACKGROUND/HISTORY:**

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.

**BUDGET/FISCAL IMPACT:**

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.

**RECOMMENDATION:**

Staff recommends approval of this contract change order.

**TIMING/IMPLEMENTATION:** This item was discussed at the January 19, 2016 Committee of the Whole meeting and is on the agenda for the February 2, 2016 Common Council meeting for final consideration.

**ATTACHMENTS:**

Resolution

Contract Change Order Number One

**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: February 2, 2016

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Robert Miller, Mayor

Attest:

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Diahnn Halbach, City Clerk

# “EXHIBIT A”

## MEMORANDUM TO THE CITY OF BURLINGTON

**To:** Carina Walters, Jim BerGES, 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

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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!

● Page 1



Kapur & Associates, Inc. ~ 1224 S. Pine Street ~ Burlington, WI 53105 ~ Phone 262.767.2747 ~ Fax 262.767.2750 [www.kapurengineers.com](http://www.kapurengineers.com)

C:\Users\judyg\Documents\2015 TIF 5 Utility and Street Improvements\Phase 1\Memo CCO 1 rev.jg Jan 5 2016.doc



**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>



Burlington TIF #5 Utility & Street Improvement Project - Phase 1  
City of Burlington, Racine County, Wisconsin

**BASE BID:**

**Balance Sheet**

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	2.00	-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			149.00	\$ 1,490.00
205.0100	Excavation Common	CY	1520	\$ 15.00	\$ 22,800.00		400.00		-131.90		268.10	\$ 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	\$ 8,275.00
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	\$ 133,865.98
525.0118	Culvert Pipe Corrugated Aluminum 18-Inch	LF	30	\$ 85.00	\$ 2,550.00			27.00			27.00	\$ 2,295.00
525.0136	Culvert Pipe Corrugated Aluminum 36-Inch	LF	185	\$ 120.00	\$ 22,200.00			95.00			95.00	\$ 11,400.00
525.0318	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			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
601.0441	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	6.00			10.00	\$ 9,000.00
611.8110	Adjusting Manhole Covers - Water	EACH	5	\$ 900.00	\$ 4,500.00		1.00	4.00			5.00	\$ 4,500.00
611.8110	Adjusting Manhole Covers - Sanitary	EACH	9	\$ 900.00	\$ 8,100.00		5.00	4.00			9.00	\$ 8,100.00
611.8115	Adjusting Inlet Covers (Undistributed)	EACH	3	\$ 195.00	\$ 585.00			2.00			2.00	\$ 390.00
611.8120.S	Cover Plates Temporary (Undistributed)	EACH	24	\$ 800.00	\$ 19,200.00						0.00	\$ -
619.1000	Mobilization	EACH	1	\$ 5,000.00	\$ 5,000.00	0.50					0.50	\$ 5,000.00
628.1504	Silt Fence	LF	3800	\$ 2.00	\$ 7,600.00			0.50	473.60		473.60	\$ 947.20
628.2008	Erosion Mat Urban Class I, Type B (NON-NETTED)	SY	8800	\$ 2.00	\$ 17,600.00				8301.40		8361.60	\$ 16,723.20
628.2027	Erosion Mat Class II, Type C	SY	1500	\$ 4.00	\$ 6,000.00				1929.40		2,160.40	\$ 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
645.0155	Geotextile Fabric Type SR (Undistributed)	EACH	6	\$ 50.00	\$ 300.00				2.00		2.00	\$ 100.00
646.0106	Pavement Marking Epoxy 4-Inch (Yellow)	SY	1000	\$ 2.00	\$ 2,000.00						0.00	\$ -
647.0336	Pavement Marking Words Epoxy (School)	LF	2700	\$ 2.10	\$ 5,670.00				2784.00		2,784.00	\$ 5,846.40
647.0576	Pavement Marking Stop Line Epoxy 24-Inch	LF	80	\$ 81.00	\$ 6,480.00			2.00			2.00	\$ 1,620.00
647.0766	Pavement Marking Crosswalk Epoxy 6-Inch	LF	430	\$ 12.50	\$ 5,375.00			81.00			81.00	\$ 3,681.00
647.0796	Pavement Marking Crosswalk Epoxy 24-Inch	LF	104	\$ 12.50	\$ 1,300.00			409.00			409.00	\$ 1,400.00
690.0130	Sawing Asphalt	LF	680	\$ 1.50	\$ 1,020.00			112.00			112.00	\$ 1,400.00
690.0250	Sawing Concrete	LF	6450	\$ 2.00	\$ 12,900.00		5450.00		624.00		6,240.00	\$ 9,560.00
SPV.0055.01	Backfill Controlled Low Strength	CY	680	\$ 61.00	\$ 41,480.00		230.00		320.00		550.00	\$ 33,550.00
SPV.0060.01	Sanitary Manhole Seal - External	EACH	7	\$ 300.00	\$ 2,100.00						0.00	\$ -
SPV.0060.02	Sanitary Manhole Seal - Internal	EACH	12	\$ 690.00	\$ 8,280.00		6.00	6.00			12.00	\$ 8,280.00
SPV.0060.03	Manhole Frame & Cover	EACH	17	\$ 600.00	\$ 10,200.00		8.00	13.00			19.00	\$ 11,400.00
SPV.0060.04	Hydrant Assembly	EACH	12	\$ 4,100.00	\$ 49,200.00		8.00	4.00			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	4.00			12.00	\$ 16,200.00
SPV.0060.06	Water Valve & Valve Box 6-Inch	EACH	1	\$ 1,430.00	\$ 1,430.00						1.00	\$ 1,430.00
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	Probe & 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	81.00			136.00	\$ 14,144.00
SPV.0090.03	PVC Watermain 12-Inch (Granular Backfill)	LF	1704	\$ 114.00	\$ 194,256.00		399.00	238.00			2,657.00	\$ 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 (Spool 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	1546	\$ 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 (Spill 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		1,680.00	\$ 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	60	\$ 250.00	\$ 15,000.00				308.90		308.90	\$ 6,795.80
SPV.0200.02	Force Main Manhole 48-Inch	VF	36	\$ 815.00	\$ 29,340.00		9.00		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 \$	Qty's per Estimate					Qty to Date	\$ Paid to Date
						#1	#2	#3	#4	#5		
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	\$ 58.50	\$ 2,223.00	38.30					38.30	\$ 2,240.55
602.0405	Concrete Sidewalk 4-Inch	SF	3686	\$ 5.30	\$ 19,535.80	3,466.00			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	Saving 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.0180.04	Asphalt Patch, Driveway (Undistributed)	SY	30	\$ 30.00	\$ 1,500.00				2.20		2.20	\$ 66.00
<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>		

Contract Change Order 1												
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Qty's per Estimate					Qty to Date	\$ Paid to Date
						#1	#2	#3	#4	#5		
1.1	Force Main Boring - 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>	

Total Base Bid	\$ 1,726,631.00	Total CCO1 and Base Bid:	\$ 1,692,732.47
Contract Change Order 1	\$ 22,555.91		
Final Quantity Adjustment	\$ (56,454.44)		
<b>TOTAL</b>	<b>\$ 1,692,732.47</b>	<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$ 1,692,732.47</b>



**COMMON COUNCIL MEETING**

**ITEM NUMBER: 15A**

**DATE:** February 2, 2016

**SUBJECT: Motion 16-826** to consider approving a feasibility study between the City of Burlington, Racine County and Burlington School District regarding a joint use facility.

**SUBMITTED BY:** Carina Walters, City Administrator

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**BACKGROUND/HISTORY:**

City staff is respectfully requesting the Common Council to consider approving a feasibility study between the City of Burlington, Racine County and Burlington School District regarding a joint use facility.

In December 2015, the City sent a letter to the Burlington Area School District to discuss the possibility of a joint use facility comprised of City Administration, perhaps Racine County and School District Administrative Offices. On January 26, 2016 the City, Burlington Area School District Board and Racine County held a workshop to begin the discussion of a joint collaboration. This invitation comes at a time when both the City and School District are at a cross roads of determining the long term viability of our current Administrative Offices. The School District is in process of assessing all of its current buildings and space needs. The City is facing some of the same challenges as the County and School District when it comes to administrative office facility needs that include among other things: long term capital costs, ADA accessibility and inefficient use of space.

Racine County, Executive Johnathon Delagrave, during its January 19, 2016 Committee of the Whole meeting, officially provided notice to the City, the Western Racine County Building located at 209 N. Main Street will be torn down by 2017. The Western Racine County Building also houses the Senior Center. As the County is looking to raise the building there is time sensitivity to the project.

During the joint Common Council and Burlington Area School District Board meeting many questions were asked with respect to timeline, logistics, financials, possible site location that would be answered during the feasibility Study. It was agreed by all three parties to go to their next official meeting for a formal vote on whether there should be a feasibility study for a joint facility.

The consensus of the elected officials, including the County, were in favor of exploring the possibility of a joint facility that could ultimately save the tax payers dollars in a time of fiscal constraints.

**BUDGET/FISCAL IMPACT:**

It would be appropriate for the City to pay for its proportionate share of the study. The Common Council approved in its 2016 Budget \$125,000 for a Government Center and Library Study.

**RECOMMENDATION:**

City staff is respectfully requesting the Common Council to consider approving a feasibility study between the City of Burlington, Racine County and Burlington School District regarding a joint use facility.

**TIMING/IMPLEMENTATION:**

All three parties agreed to have their respective bodies discuss approving the initial step of a feasibility study within the first two weeks of February 2016. The Common Council would see this item at its first meeting for both Committee of the Whole and Common Council on February 2. The Burlington School District would vote on February 8.

**ATTACHMENTS:**

N/A